



Sub-Contractor / Vendor SLA and T&C's

Upon Acceptance and loading of any load allocated by Phoenix Transport Solutions The Supplier Irrevocably Agrees to the SLA and Terms and Conditions as Set out Below, and to those Mentioned on the Respective load Confirmation.

1. Definitions:

- a. In this **Agreement**, unless inconsistent with or otherwise indicated by the context:
- b. **"Agreement"** – refers to this agreement along with any annexures.
- c. **"Carriage Capacity"** – means the legal maximum load a Vehicle can carry as per the National Road Traffic Act 93 of 1996 and its regulations.
- d. **"Collection Address"** – is the address where the Sub-Contractor collects the Goods, as directed by Phoenix Transport Solutions.
- e. **"Commencement Date"** – refers to the start date of this Agreement, regardless of when it was signed.
- f. **"Delivery Address"** – is the address where the Sub-Contractor delivers the Goods, as directed by Phoenix Transport Solutions.
- g. **"Delivery Document"** – is a document provided by Phoenix Transport Solutions to the Sub-Contractor, detailing delivery information. If signed by the consignee, it serves as Proof of Delivery (POD).
- h. **"EFT"** – means Electronic Funds Transfer.
- i. **"Goods"** – refers to the items transported by the Sub-Contractor for Phoenix Transport Solutions as per this Agreement and the Load Confirmation.
- j. **"Load Confirmation"** – is a document from Phoenix Transport Solutions detailing the order number, loading and delivery dates, addresses, contact persons, nature and volume of goods, and load requirements.
- k. **"Phoenix Transport Solutions"** – refers to Phoenix Transport Solutions (Pty) Ltd, a private company registered in South Africa with registration number 2022/479291/07.
- l. **"Phoenix Transport Solutions Customer"** – means the various customers of Phoenix Transport Solutions.
- m. **"Month"** – means a calendar month.
- n. **"Parties"** – refers to both Phoenix Transport Solutions and the Sub-Contractor.
- o. **"Party"** – means either Phoenix Transport Solutions or the Sub-Contractor.
- p. **"POD"** – means the Delivery Document signed by the consignee, confirming delivery of the Goods.
- q. **"Rates"** – refers to the agreed charges Phoenix Transport Solutions will pay the Sub-Contractor for the Services, as detailed in clause 5. Any changes in delivery must be agreed upon in writing or orally and confirmed in writing, with different ad hoc rates as agreed.
- r. **"Schedule"** – refers to the schedules attached to the agreement, forming part of the agreement.
- s. **"Services"** – means the transportation services provided by the Sub-Contractor to Phoenix Transport Solutions as per this Agreement.
- t. **"Signature date"** – means the date on which the last Party signs this Agreement.
- u. **"Sub-Contractor"** – refers to the company registered in South Africa, whose details are to be filled in as per the company laws of South Africa.
- v. **"VAT"** – means Value Added Tax as per the VAT Act, 89 of 1991.
- w. **"Vehicles"** – refers to truck tractors and trailers or rigid body vehicles of acceptable design and Carriage Capacity, used by the Sub-Contractor for the Services, which may be dedicated or sub-contracted by Phoenix Transport Solutions.
- x. **"Weighbridge tickets"** – means the document received by the Sub-Contractor after loading the vehicle at the Collection Address.
- y. References to the singular include the plural and vice versa.
- z. References to natural persons include legal persons and vice versa.
- aa. References to gender include all genders.
- bb. Clause headings are for convenience only and do not affect interpretation.

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Phoenix Transport Solutions PTY LTD | Reg. Number 2020/835026/07

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DIRECTOR: (AJ) Celeste Langeveldt





cc. This agreement is governed by and interpreted according to the laws of the Republic of South Africa

2. Appointment

- a. Phoenix Transport Solutions provides transport and logistical services to its customers for the transportation of Goods. Occasionally, it will require the services of the Sub-Contractor. Phoenix Transport Solutions appoints the Sub-Contractor to transport these Goods as directed and agreed upon in the Load Confirmation, for the agreed rates.
- b. The Sub-Contractor will always act as an independent contractor. This agreement does not create a partnership, joint venture, agency, employment relationship, or any other relationship between Phoenix Transport Solutions Customers, and the Sub-Contractor, except that of independent contractor.
- c. It is agreed that Phoenix Transport Solutions is not obligated to use the Sub-Contractor's services for transporting Goods. Phoenix Transport Solutions has the discretion to choose whether to use the Sub-Contractor's services for any particular load of Goods. Phoenix Transport Solutions does not guarantee any specific number of loads or any specific Customer during the term of this Agreement.
- d. The Sub-Contractor accepts the appointment to provide the Services as described in this Agreement.
- e. The terms and conditions in this Agreement are the only agreement between the Parties and will govern all future transactions between Phoenix Transport Solutions and the Sub-Contractor. These terms may only be supplemented by the provisions of the Load Confirmation. The Sub-Contractor's Standard Trading Conditions or General Trading Conditions will not apply to the Services rendered under this appointment or to any Goods transported in this context.

3. Duration

- a. This Agreement shall commence on the Commencement Date, regardless of the Signature Date, and shall continue indefinitely until terminated in accordance with clauses 3.b or 13.
- b. Either Party may terminate this Agreement by providing the other Party with thirty (30) days written notice of its intention to do so. Such termination shall not affect any terms and conditions of this Agreement that survive termination.

4. OBLIGATIONS OF THE SUB-CONTRACTOR

- a. Throughout the duration of this Agreement, the Sub-Contractor shall:
 - i. Render the services using suitable and licensed vehicles that are properly maintained and in good working condition, free of any water leaks, to the satisfaction of Phoenix Transport Solutions.
 - ii. Provide qualified, licensed drivers to operate the vehicles. These drivers must always possess a valid license appropriate for the specific vehicle and a Professional Driver's Permit (PDP).
 - iii. Equip the vehicles, at its own expense, with tracking systems for monitoring purposes.
 - iv. Ensure that its vehicles have sufficient Carriage Capacity to render the services efficiently and in compliance with legal load limits.
 - v. Verify that all goods are suitable for carriage and properly packed or crated for correct loading and safe transportation. If the goods are not in a clean, dry, stable, or suitable condition, or if there is visible damage, leakage, or spillage, the Sub-Contractor shall not load the goods and must immediately inform Phoenix Transport Solutions.
 - vi. Provide the correct dunnage/lashing equipment to secure the goods and tarpaulins to protect the goods against water ingress, snow, hail, dust, heat, sun, and similar elements.
 - vii. Inform Phoenix Transport Solutions via telephone or fax of any unusual delays, whether before loading or during transportation of the goods.
 - viii. Deliver the goods to the specified location and within the stipulated date and time on the Load-Con or as instructed by Phoenix Transport Solutions, either in writing or telephonically. If a vehicle breaks down, the Sub-Contractor shall substitute another vehicle at its own expense. Failure to do so will entitle Phoenix Transport Solutions to supply another vehicle, with the Sub-Contractor bearing any costs incurred by Phoenix Transport Solutions.
 - ix. Execute its mandate according to the instructions and directions contained in the Load-Con and any reasonable instructions given by Phoenix Transport Solutions, either in writing or telephonically.
 - x. Ensure that any delivery notes provided match the quantities and types of goods loaded.
 - xi. Not dispatch a vehicle without prior consent from Phoenix Transport Solutions unless it has been loaded to its full Carriage Capacity.
 - xii. Obtain signed delivery notes and a valid, legitimate, and legible POD for any load of goods delivered, and provide the original POD along with the relevant weighbridge ticket (if applicable) to Phoenix Transport Solutions within seven (7) calendar days after the off-loading date.
 - xiii. Ensure that any POD provided to Phoenix Transport Solutions is legitimate, lawful, and accurately reflects the particulars of any load of goods collected, conveyed, and delivered on behalf of Phoenix Transport Solutions. The Sub-Contractor must not alter, remove, or tamper with the marks or numbers on the goods or any notes or endorsements on the POD or delivery note.
 - xiv. Ensure that a representative at the Delivery Address accurately records any goods damaged in transit on the POD and provides Phoenix Transport Solutions with written notification of such damage within 24 hours of becoming aware. The Sub-Contractor

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must countersign any such record on the POD only if it agrees with the record. If there is a disagreement, the Sub-Contractor must record its disagreement on the POD along with the reasons. Any endorsement on the POD or alternative delivery notes by Phoenix Transport Solutions' Customer or their authorized representative indicating short delivery, damage, or loss of goods shall be prima facie proof of the stated facts, allowing Phoenix Transport Solutions to act accordingly. If the Sub-Contractor's driver or representative has countersigned such a statement, the Sub-Contractor cannot dispute the facts unless they immediately inform Phoenix Transport Solutions of any disputes before countersigning the POD or delivery note.

- b. Additionally, the Sub-Contractor shall:
- i. Comply with all laws, by-laws, regulations, and instructions from the government (including provincial and local authorities) and regulatory bodies.
 - ii. Adhere to all environmental, legal, and operational requirements applicable at any port or various Delivery Addresses.
 - iii. Comply with legislation affecting the vehicles used for rendering the services, including but not limited to the National Road Traffic Act 93 of 1996 and the Administrative Adjudication of Road Traffic Offences Act 46 of 1998, along with any amendments, regulations, and by-laws.
 - iv. Maintain the highest standards of business ethics and engage with third parties according to any codes of conduct and operational policies prescribed by Phoenix Transport Solutions in writing.
 - v. Avoid direct communication with any of Phoenix Transport Solutions' customers and ensure all necessary communication is conducted through Phoenix Transport Solutions.
 - vi. Follow all instructions and security measures provided by Phoenix Transport Solutions or its customers at various Delivery Addresses, including safety, health, and relevant legislative enactments.
 - vii. Examine the goods externally at the time of loading to ensure they are not damaged and are intact, delivering them in the same condition to the Delivery Address.
 - viii. Ensure a representative at the Delivery Address inspects and verifies each load of goods upon delivery, ensuring the load matches the relevant delivery document and that the goods are intact and undamaged.
 - ix. Contact Phoenix Transport Solutions immediately if a Delivery Address refuses to accept the goods and await instructions.
 - x. Ensure vehicles depart promptly upon loading completion and proceed to the Delivery Address without delay, adhering to the agreed delivery time frame, considering passable designated routes, or taking the shortest alternative route if necessary.
 - xi. Immediately report any loss, damage, or likely delivery delays that may result in a claim against Phoenix Transport Solutions, via telephone followed by written notification.
 - xii. In the event of any breakdowns, incidents, or accidents, notify Phoenix Transport Solutions immediately, within 30 minutes of becoming aware.
 - xiii. In the event of an accident, clean the accident site and accept full liability for clean-up costs by a reputable environmental clean-up company to the satisfaction of Phoenix Transport Solutions, for any environmental or hazardous spill caused by the Sub-Contractor, its servants, agents, or representatives.
 - xiv. Obtain all necessary permits required for the conveyance of goods.
 - xv. Ensure that no vehicle exceeds the statutory maximum vehicle mass and refuse to accept any load exceeding the maximum carriage capacity at the Collection Address.
 - xvi. Not subcontract any services to a third party without prior written consent from Phoenix Transport Solutions. In the event of subcontracting (with or without consent), the Sub-Contractor remains responsible for ensuring the goods are delivered as per this Agreement and is liable for any loss or damage suffered by Phoenix Transport Solutions.
 - xvii. Attend performance review or briefing meetings with Phoenix Transport Solutions as requested to monitor performance under this Agreement.
 - xviii. Ensure that the vehicles are equipped with a suitable fire extinguisher.
- c. Failure by the Sub-Contractor to comply with any obligations in clause 4.b shall constitute a material breach of the Agreement.

5. PAYMENTS

- a. Within seven (7) business days from the end of the month, the Sub-Contractor shall provide Phoenix Transport Solutions with a monthly statement accompanied by detailed tax invoices (complying with the VAT Act, 1991, as amended from time to time) along with all relevant PODs and other necessary documents. These documents must be sufficient, in the sole discretion of Phoenix Transport Solutions, to confirm that the services reflected on the statement were rendered during that month.
- b. Phoenix Transport Solutions shall not be obligated to make any payments if the Sub-Contractor has breached any terms of this Agreement. Specifically, and with reference to clause 5.a, Phoenix Transport Solutions shall not be liable for payment of any rates for any load of goods if the Sub-Contractor fails to deliver a duly signed POD and other delivery documents to Phoenix Transport Solutions in a timely manner. Additionally, Phoenix Transport Solutions shall not be liable for payment of any rates related to any POD or delivery documents that have been tampered with or fraudulently issued.
- c. It is agreed that Phoenix Transport Solutions shall make payment of all amounts due to the Sub-Contractor within the agreed terms noted on the load confirmation, or within such longer or shorter agreed period, after the timely receipt of the statement along with the invoices and related documents referred to in clauses 5.a and 5.b.
- d. All payments made by Phoenix Transport Solutions shall be subject to the provisions of clause 7 below and shall be made by way of EFT into the bank account designated by the Sub-Contractor for this purpose.

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- e. Phoenix Transport Solutions shall be entitled to deduct from and set off against any amount payable to the Sub-Contractor any sums due to Phoenix Transport Solutions. This includes, but is not limited to, amounts that may be due or become due to Phoenix Transport Solutions in terms of clause 4.a.xiv above, and clauses 7 and 8 below, as well as any other amounts that may become due to Phoenix Transport Solutions at any time during the term of this Agreement, irrespective of the origin, nature, and extent thereof. This right of set-off shall arise immediately upon any amount becoming due to Phoenix Transport Solutions, and Phoenix Transport Solutions shall be entitled to apply set-off immediately against any current or future amounts owing to the Sub-Contractor.
- f. The Sub-Contractor hereby waives all rights of lien, retention, and possession of any goods or documents relating thereto for payment of monies under this Agreement or for compensation for improvements or for any other cause whatsoever.

6. WARRANTIES

- a) The Sub-Contractor warrants that it possesses all necessary permits, consents, or approvals required by any law, by-law, or regulation to handle the Goods, and that it has obtained the necessary insurance coverage for any Goods handled by it.
- b) The Sub-Contractor shall ensure that:
 - i. All vehicles have been declared roadworthy and a Certificate of Road Worthiness (COF) has been issued for each.
 - ii. All vehicles are always maintained in a roadworthy condition and a good state of repair to prevent mechanical breakdowns during transit.
 - iii. All vehicles are kept in a clean and neat condition to the reasonable satisfaction of Phoenix Transport Solutions.
 - iv. Each vehicle is equipped with a functioning satellite tracking system or similar device, accessible to Phoenix Transport Solutions at all material times. Upon request, the Sub-Contractor shall inform Phoenix Transport Solutions of the exact location of any vehicle while it is conveying goods on behalf of Phoenix Transport Solutions.
 - v. It fully complies with all statutory obligations related to each vehicle used and each load carried under this Agreement. This includes ensuring all vehicles carry the required licenses, road permits, and certificates.
 - vi. It is liable for any fines resulting from a contravention by the Sub-Contractor, its employees, or its vehicles of any Road Traffic Regulation, Road Transportation Regulation, or any other regulation or statute, and it indemnifies Phoenix Transport Solutions against all claims arising from such contraventions.
 - vii. It takes all reasonable steps to avoid theft of the goods while in transit or the hijacking of vehicles, and immediately reports to Phoenix Transport Solutions any incidents causing damage, theft, or hijacking of any vehicle conveying the goods.
 - viii. Without limiting any other risks as provided by law or this Agreement, it bears all risk for all environmental clean-up and restoration costs arising from the Services.
 - ix. It does not claim any lien over the Goods against any person, particularly Phoenix Transport Solutions or its customers. Any lien the Sub-Contractor might claim over the goods, either in terms of this Agreement or otherwise by law, is hereby irrevocably waived in favour of Phoenix Transport Solutions, who can deal with such lien as it deems fit. The Sub-Contractor may not deal with the Goods in a manner that adversely affects the lien and must comply with Phoenix Transport Solutions' instructions regarding the handling of the Goods.
- c) The Sub-Contractor shall further:
 - i. Be responsible for training its personnel on the methods of transportation, loading, offloading, housekeeping, safety, appearance, customer relations, and the handling of documentation, as required for the satisfactory performance of its obligations under this Agreement.
 - ii. Abide by and enforce any reasonable directives issued by Phoenix Transport Solutions concerning the matters mentioned above.
 - iii. Ensure that its employees, in performing their obligations under this Agreement, conduct themselves with third parties, particularly representatives of the loading and offloading Phoenix Transport Solutions customers, in a manner that maintains the good standing of Phoenix Transport Solutions with such third parties.
 - iv. Investigate and submit a written report to Phoenix Transport Solutions within 24 hours of being advised of any complaint regarding the Sub-Contractor's service made by Phoenix Transport Solutions' customers, suppliers, or the managers of any Collection or Delivery Address.

7. RISK AND INDEMNITY

- a) The Sub-Contractor accepts full liability for the Goods and any damage or loss thereof while in its possession or under its control, starting from the time the Goods are loaded onto the Sub-Contractor's vehicle, during transit, and until the Goods are off-loaded, inspected, and accepted in good condition at the Delivery Address.
- b) The loading and off-loading of Goods shall be the responsibility, liability, and risk of the Sub-Contractor. Phoenix Transport Solutions shall bear no liability and carry no risk for any damages and/or losses to the Goods or the property of the Sub-Contractor arising during loading, carriage, or off-loading.
- c) The Sub-Contractor accepts all liability for all clean-up and salvaging costs, including, but not limited to, all environmental clean-up and restoration costs arising from the Services.
- d) The Sub-Contractor acknowledges and warrants that it is aware of the potential risks associated with conveying and handling the specific Goods covered by this Agreement. The Sub-Contractor undertakes to take all reasonable steps to ensure that its equipment





and Vehicles are adequate for the transportation of the Goods and assumes full responsibility for all associated risks, indemnifying Phoenix Transport Solutions against such risks.

- e) The Sub-Contractor hereby indemnifies and undertakes to hold harmless Phoenix Transport Solutions, its officers, employees, agents, and other sub-contractors, against all claims of any nature, including all losses, damages, and costs arising from third-party claims related to the rendering of the Services under this Agreement. Without limiting the generality of the foregoing, the Sub-Contractor specifically indemnifies and undertakes to hold harmless Phoenix Transport Solutions, its officers, employees, agents, and other sub-contractors against:
- i. Any claim of any nature whatsoever resulting from the Sub-Contractor's failure to comply with any provisions of this clause 7.
 - ii. Any act or omission by the Sub-Contractor, its agents, or employees during the currency of this agreement and in rendering or pursuant to the Services.
 - iii. Any liability or claims of any nature resulting from non-compliance by the Sub-Contractor with its responsibilities towards its employees, including but not limited to the following, with all mentioned Acts including any amendments thereto:
 1. Any liability under the Income Tax Act No 28 of 1997.
 2. Payment of contributions under the Compensation for Occupational Injuries and Diseases Act No 130 of 1993.
 3. Payment of contributions for unemployment insurance.
 4. Contributions to any relevant Bargaining Council with jurisdiction, as well as obligations of the Sub-Contractor under relevant conditions of service or wage determinations of the Bargaining Council, where applicable.
 5. Obligations under the Basic Conditions of Employment Act No 75 of 1997, the Employment Equity Act, or any amendments or replacements of these Acts.
 6. Proof of registration and payment in respect of the Workmen's Compensation Commissioner and/or a certificate of good standing.
- f) The Sub-Contractor shall provide proof of compliance with the provisions of this clause 7 to Phoenix Transport Solutions in a form acceptable to Phoenix Transport Solutions upon request at any time during the currency of this Agreement.
- g) The Sub-Contractor agrees and acknowledges that Phoenix Transport Solutions shall not, for any reason, be liable for any standing time or demurrage incurred by the Sub-Contractor.

8. INSURANCE AND GOODS IN TRANSIT INSURANCE

- a) With reference to the risk and liability assumed by the Sub-Contractor as set out above, the Sub-Contractor shall:
- i. For its own account, appropriately insure itself against all the risks it assumes in terms hereof and in law and shall, at all times, maintain the minimum insurance cover relating to "goods-in-transit" and liability cover as determined by Phoenix Transport Solutions from time to time during the currency of this Agreement.
 - ii. Provide Phoenix Transport Solutions, at the inception of this Agreement, and thereafter promptly upon reasonable notice from Phoenix Transport Solutions, with copies of such insurance cover and proof that such cover is active and fully paid up.
 - iii. Amplify such insurance cover from time to time in accordance with Phoenix Transport Solutions's written notifications.
 - iv. Not consent to or allow any amendment of such insurance cover which in any way diminishes or limits the cover afforded to the Sub-Contractor without first having notified Phoenix Transport Solutions in writing of such amendment.
- b) In respect of any claim lodged with its insurers arising from the services that form the subject matter of this Agreement, the Sub-Contractor hereby irrevocably cedes and assigns all its rights to the proceeds of any such claim to Phoenix Transport Solutions and undertakes to, on demand, sign all required documentation of its insurers to give effect to this provision.
- c) The Sub-Contractor hereby expressly and irrevocably authorises its insurers to pay directly to Phoenix Transport Solutions or Phoenix Transport Solutions's Principal (as the case may be) the full proceeds of all claims lodged by the Sub-Contractor with its insurers. The Sub-Contractor shall submit proof of its valid Goods in Transit Insurance, Public Liability Insurance, and Third-Party Liability Insurance to Phoenix Transport Solutions in the form of a current certificate from the Insurance Company as and when requested by Phoenix Transport Solutions, for the duration of the Agreement.
- d) In the event that the Sub-Contractor's insurer fails to pay any amount directly to Phoenix Transport Solutions as provided herein, the Sub-Contractor shall, within 2 days of receipt of such amount, pay the amount to Phoenix Transport Solutions, free of deduction, set-off, or counterclaim.
- e) The Sub-Contractor shall, at all times, remain liable for the payment of any excess in respect of any claim as a result of damage to or loss of the goods. In the event of the Sub-Contractor being unable to settle any excess in respect of such claims, and if Phoenix Transport Solutions should settle such excess, then Phoenix Transport Solutions, as per the clause above, shall be entitled to apply set-off in respect of such amount to any current or future amounts owing by Phoenix Transport Solutions to the Sub-Contractor.
- f) It is agreed that if any liability of the Sub-Contractor is covered by any insurance cover effected by Phoenix Transport Solutions or Phoenix Transport Solutions's Customer, such cover shall not detract from, diminish, or limit any such liability of the Sub-Contractor, irrespective of whether Phoenix Transport Solutions or Phoenix Transport Solutions's Customer has claimed from its insurers for such

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liability. Any insurance cover procured by the Sub-Contractor shall not operate to diminish or limit any of its liabilities herein, irrespective of whether any claim lodged under such insurance has been rejected or abated.

- g) The Sub-Contractor hereby irrevocably authorises Phoenix Transport Solutions's duly authorised agent to, from time to time, audit the Sub-Contractor's insurance to confirm that the Sub-Contractor has the necessary insurance cover. The Sub-Contractor undertakes to do all such things and sign any necessary documents to authorise Phoenix Transport Solutions's agent to conduct such an audit.
- h) The Sub-Contractor hereby:
 - i. Waives and abandons all and any claims (past, present, and future; contingent and otherwise) against Phoenix Transport Solutions and Phoenix Transport Solutions's Principals for any damages/losses suffered by the Sub-Contractor during the rendering of the services that form the subject matter of this Agreement, howsoever arising and of whatsoever nature and extent.
 - ii. Indemnifies and undertakes to, on first written demand, hold Phoenix Transport Solutions and Phoenix Transport Solutions's Customers harmless against all and any claims for damages and/or losses by any third party (including, without limitation, the Sub-Contractor's members, directors, employees, agents, and invitees as well as any insurer of the Sub-Contractor acting under subrogation rights) against Phoenix Transport Solutions arising from the rendering of the Services, irrespective of the nature and extent thereof.
- i) The aforesaid indemnities and waivers are unlimited and unconditional. The Sub-Contractor acknowledges and agrees that Phoenix Transport Solutions may settle or compromise any claim by any third party against Phoenix Transport Solutions or Phoenix Transport Solutions's Customers pursuant to the rendering of the services that form the subject matter of this Agreement, at its sole discretion, and to set off such amount against any indebtedness of Phoenix Transport Solutions to the Sub-Contractor.

9. OCCUPATIONAL HEALTH AND SAFETY

- a. This Agreement, among other things, constitutes a binding agreement between Phoenix Transport Solutions and the Sub-Contractor in accordance with Section 37(2) of the Occupational Health and Safety Act, Act 85 of 1993 ("the Act").
- b. The Sub-Contractor acknowledges its full understanding of the terms and provisions of the Act, committing to full compliance with its provisions and regulations throughout the duration of this Agreement. Specifically, the Sub-Contractor warrants that:
 - i. It adheres to the provisions of Section 16(1) of the Act.
 - ii. It appoints and continues to employ only competent persons as required under Section 16(2) of the Act.
 - iii. It is duly registered with the Compensation Commissioner.
 - iv. It promptly reports all relevant incidents to both Phoenix Transport Solutions and the Department of Labour.
 - v. It ensures that copies of the Act are readily available and accessible to all its employees.
 - vi. Its vehicles, machinery, and equipment consistently meet the requirements of Section 10 of the Act.
 - vii. It provides adequate personal protective equipment to all applicable employees, fully complying with Section 2(1) of the Act in this regard.
- c. The Sub-Contractor hereby indemnifies Phoenix Transport Solutions without reservation against any loss, damage, injury, or death, regardless of cause, incurred by the Sub-Contractor, its employees, agents, or subcontractors, or their employees.

10. LABOUR RELATIONS

- a. The Sub-Contractor must consistently maintain positive labor relations with its own employees, the employees of any other Sub-Contractors or Contractors engaged by Phoenix Transport Solutions, as well as with the employees of Phoenix Transport Solutions and its Customers/Consignees.
- b. The Sub-Contractor is obligated to promptly inform Phoenix Transport Solutions of any real or potential labor disputes that it becomes aware of, which could impact the execution of work or the provision of Services under this Agreement or could affect Phoenix Transport Solutions in general.
- c. For the purpose of Phoenix Transport Solutions monitoring the Contractor's compliance with its obligations under this clause, the Sub-Contractor agrees to maintain accurate monthly records of such compliance.
- d. Upon request by Phoenix Transport Solutions, the Sub-Contractor will provide a Labour Relations Audit Statement for inspection. Phoenix Transport Solutions must provide the Sub-Contractor with at least 24 hours' prior written notice of any intention and request to inspect such a Labour Relations Audit Statement.
- e. Phoenix Transport Solutions is not liable to make any direct payments to drivers (employed or engaged by the Sub-Contractor). The Sub-Contractor is responsible for complying with all obligations to account for drivers' employee taxes and any statutory payments, including but not limited to PAYE, UIF, and Skills Development Levy.
- f. The Sub-Contractor warrants that:
 - i. Less than 80% of its income during the term of this Agreement will be derived from Phoenix Transport Solutions.
 - ii. It will employ a minimum of three full-time employees throughout the duration of this Agreement.





11. DOMICILIUM AND NOTICES

- a. The parties designate their domicilium citandi et executandi for all purposes related to the giving of notices, payment of sums, service of documents, and other matters arising from this agreement at the addresses specified on page one of this Agreement. Each party may, by written notice to the other, change its domicilium to any other physical address and/or fax number within the Republic of South Africa.
- b. Any notice given or payment made by any party to the other party:
 - i. Delivered by hand during normal business hours to the addressee at its domicilium shall be presumed to have been received by the addressee at the time of delivery.
 - ii. Posted by pre-paid registered post from an address within the Republic of South Africa to the addressee at its domicilium shall be presumed to have been received by the addressee on the 7th (seventh) day after the date of posting.
 - iii. Sent by facsimile or email during the normal business hours of the addressee to the addressee's domicilium shall be presumed to have been received one Business Day after the date of successful transmission.

12. CONFIDENTIALITY

- a. All provisions of this Agreement shall be kept confidential at all times and, except as expressly provided for in this Agreement, shall not be disclosed to any third party.
- b. Any announcement or statement of any nature whatsoever made by either Party that directly or indirectly pertains to any provisions of this Agreement shall require the prior written approval of the other Party.
- c. The Parties acknowledge the importance of Phoenix Transport Solutions' relationship with its Customers for the sustainability and continuity of its business, and hereby agree as follows:
 - i. During the term of this Agreement, Phoenix Transport Solutions may disclose Confidential Information of Phoenix Transport Solutions and/or its Customers to the Sub-Contractor as necessary for Load-Con purposes to fulfil the Sub-Contractor's obligations under this Agreement. Phoenix Transport Solutions considers such Confidential Information proprietary and valuable and discloses it to the Sub-Contractor solely for the purposes outlined herein. The Confidential Information disclosed shall remain at all times the exclusive property of Phoenix Transport Solutions, and where applicable, its Customers, in respect of which this agreement shall be a *stipulatio alteri* in favour of Phoenix Transport Solutions' Customer.
- d. The Sub-Contractor agrees:
 - i. To treat the Confidential Information as confidential and not disclose it to any third party.
 - ii. Not to use or reproduce the Confidential Information for any purpose other than fulfilling its obligations under this Agreement.
 - iii. To exercise due care in handling the Confidential Information, disclosing it only to employees who reasonably require it for the purposes provided herein, and ensuring that such employees are bound by confidentiality obligations.
 - iv. To take all reasonable measures to prevent unauthorized use or disclosure of the Confidential Information, employing the same level of care as it does for its own most sensitive information.

13. PROTECTION OF PERSONAL INFORMATION

- a. For the purposes of this clause, the terms "data subject," "personal information," "process," "responsible party," and "Regulator" shall have the meanings ascribed to them in the Protection of Personal Information Act, 2013 (POPIA).
- b. Both parties shall adhere to their obligations under POPIA concerning personal information for which they are the responsible party.
- c. The Sub-Contractor must only process information of the Company and third parties on behalf of the Company, with the Company's knowledge or authorization. Such information shall be treated as confidential by the Sub-Contractor and must not be disclosed unless required by law or necessary for the proper performance of the Sub-Contractor's duties. The Company must comply with the responsible party's obligations as set out in clause 19 of POPIA.
- d. Both parties must immediately notify the other party where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorized person (Data Breach). Each party must assist the other, at its own cost: a) with any investigation or notification to the Regulator or data subjects that may be required in relation to a Data Breach; and b) in responding to any directions by the Regulator to publicize the Data Breach, including assisting the Company in making public announcements if necessary.
- e. The Sub-Contractor indemnifies the Company against any civil or criminal action, administrative fine, penalty, or loss resulting from the Sub-Contractor's breach of this clause.
- f. In accordance with the provisions of the Protection of Personal Information Act, No. 4 of 2013 (POPIA), particularly sections 20 and 21, the Sub-Contractor (referred to as Operator in POPIA) shall adhere to the following principles when processing personal information on behalf of the Company (referred to as Responsible Party in POPIA):
 - i. The Sub-Contractor shall only act on the Company's documented instructions, unless required by law to act without such instructions.
 - ii. The Sub-Contractor shall ensure that its personnel processing the information are bound by a duty of confidentiality.

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- iii. The Sub-Contractor shall implement appropriate measures to ensure the security of processing. The Sub-Contractor warrants that it maintains minimum IT and physical security safeguards to protect information.
- iv. The Sub-Contractor shall facilitate audits and inspections as required. Additionally, the Sub-Contractor shall provide the Company with any necessary information to ensure compliance with their obligations under section 20(1) of POPIA.

14. RESTRAINT OF TRADE

- a) During the term of this Agreement and for one year following its termination, the Sub-Contractor agrees not to engage, either independently or in partnership with any other entity, or act as an agent for any person, firm, partnership, company, corporation, or association of any kind, in business dealings with any of Phoenix Transport Solutions' Customers for whom the Sub-Contractor has delivered Goods under this Agreement, whether directly or indirectly, and whether financially involved or otherwise.
- b) The Sub-Contractor acknowledges that the commitments made under this clause 9:
 - i. Are deemed fair and reasonable in terms of their scope, duration, and nature.
 - ii. Are necessary to safeguard the interests of Phoenix Transport Solutions.
- c) Regardless of the enforceability of this restraint in whole or in part, or whether Phoenix Transport Solutions chooses to enforce its rights under clause 13.a, the Sub-Contractor shall indefinitely be liable to Phoenix Transport Solutions for a commission of 10% (ten percent) of the gross compensation received for services provided to any Customer introduced to the Sub-Contractor by Phoenix Transport Solutions. This commission shall be payable monthly, or where monies are owed to the Sub-Contractor offset against payment due, and Phoenix Transport Solutions retains unrestricted access to the Sub-Contractor's records to verify the nature, extent of services, and commission due.

15. BREACH AND TERMINATION

- a) If either Party fails to adhere to or fulfil any terms, conditions, and/or obligations of this Agreement, and does not rectify such breach within 7 (seven) days after receiving written notice from the aggrieved party, the aggrieved party may, without prejudice to any other remedies:
 - i. Cancel this Agreement and seek damages for any resulting losses; or
 - ii. Enforce compliance with the terms of this Agreement and claim damages resulting from the breach.
- b) The Sub-Contractor shall be deemed to have breached this Agreement if:
 - i. It is placed in provisional or final liquidation (voluntarily or compulsorily).
 - ii. A final and unappealable judgment against it remains unsatisfied or not rescinded for 60 (thirty) days or more after notice to the Sub-Contractor; or
 - iii. It makes any arrangement or composition with its creditors generally or ceases to conduct business. In such cases, Phoenix Transport Solutions shall have the rights specified herein without the need for further written notice to the Sub-Contractor.
- c) Phoenix Transport Solutions reserves the right to terminate this Agreement immediately if, in its sole discretion, if it determined, or reasonably suspects that the Sub-Contractor has committed a material breach of this Agreement.

16. DEED OF SURETYSHIP

- a) The signatory of the Sub-Contractor is deemed to be duly authorized to do so, and hereby binds themselves as well themselves as well as Directors / Owners / Shareholders as surety and co-principal debtor jointly and severally with the Sub-Contractor in favour of Phoenix Transport Solutions. This obligation extends to the payment of any amount that may become due to Phoenix Transport Solutions from the Contractor, whether arising from any cause of action and whether acquired by assignment or otherwise. The signatory expressly waives the benefits of legal defence's including "non causa debiti," "ordinis seu excussionis et divisionis," and "cession of action," declaring full understanding of their force, meaning, and effect.

17. APPLICABLE LAW AND JURISDICTION

- a) This Agreement and the relationship between the Parties shall be governed exclusively by the laws of the Republic of South Africa. In case of any dispute, the Parties agree to submit to the non-exclusive jurisdiction of the High Court of South Africa, specifically the South Gauteng High Court, Johannesburg.

18. COSTS

- a) Each Party shall bear its own legal costs and expenses arising from the negotiation, drafting, preparation, and implementation of this Agreement.

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- b) In the event of litigation between the parties resulting from a breach of these conditions as supplemented by a Load-Con form, the Sub-Contractor shall be responsible for and shall pay all legal costs incurred, including collection commission at the maximum rate permitted by the Legal Practice Council, on an attorney and client scale.

19. GENERAL

- a) This agreement constitutes the entire agreement between the parties.
- b) No amendment or consensual cancellation of this agreement or any of its terms or provisions, or of any document issued pursuant to this agreement, nor any settlement of disputes arising under this agreement, nor any extension of time, waiver, relaxation, or suspension of any provisions or terms of this agreement, shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver, relaxation, or suspension shall strictly apply to the specific matter for which it was made or given.
- c) No extensions of time, waiver, or relaxation of any provisions or terms of this agreement shall estop any party from exercising its rights under this agreement, nor preclude a party from enforcing its rights strictly in accordance with this agreement.
- d) No party shall be bound by any express or implied term, representation, warranty, promise, or similar that is not expressly recorded in this agreement.
- e) Any indulgence granted by any party ("the grantor") to the other party ("the grantee") shall not constitute a waiver of the grantor's rights, and the grantor shall retain the right to enforce any rights against the grantee arising now or in the future.
- f) The signatories personally warrant by their signatures that they have the necessary authority to execute this agreement and shall be personally liable in the absence of such authority.

20. COMMERCIAL CONSENT

- a) The Applicant hereby consents and authorizes Phoenix Transport Solutions to conduct checks, searches, and similar activities regarding the Applicant and its principals with any credit agency or other party deemed necessary by the credit provider, for purposes including vetting and verifying that Phoenix Transport Solutions is engaging with the legitimate owner of the subcontracting entity, thus mitigating company identity fraud risks.

END

