

**AFGRI Logistics**  
A division of AFGRI Group Holdings Proprietary Limited

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## **AFGRI LOGISTICS PLATFORM TERMS OF USE**

### **1. Use of and Access to this Site**

- 1.1 The AFGRI Logistics Platform can be accessed by visiting the Google Play Store app downloading the software application (the “Site”). The Site is owned by AFGRI Logistics (“AL”, “we”, “us” and “our”).
- 1.2 Once the software application has been downloaded or the Site is accessed through the AFGRI website you will be prompted to provide your contact details, whereafter AFGRI Logistics will send you a Vendor Registration Pack to be completed and returned to us with the necessary supporting documentation.
- 1.3 After receipt of your completed Vendor Registration Pack we will consider your application to register as a Vendor on the AFGRI Logistics Platform. Please note that AFGRI Logistics is under no obligation to register you as a user on this Site should it not find your application to be satisfactory.
- 1.4 These Terms of Use (“Terms”) govern the following:
  - 1.4.1 The application and registration as a vendor on the Site;
  - 1.4.2 RFQ process;
  - 1.4.3 The submission and acceptance of your Transport Rate (should your Transport Rate be the most favourable);
  - 1.4.4 Amendment of your Transport Rate;
  - 1.4.5 The management of Transport Purchase Orders (“TPO”) on the Platform; and
  - 1.4.6 The further use of the Site to perform various actions like the uploading of supporting documentation, invoicing against a TPO load, and tracking of your TPO progress.
- 1.5 These Terms are binding and enforceable against every person that accesses or uses this Site in his/her personal capacity, or as a representative of a vendor (“you”, “your”, “user” or “the vendor”), including without limitation each user who registers as contemplated above (“registered user”). By using the Site and by clicking on the “Register” button on the Site, you acknowledge that you have read and agree to be bound by these Terms.

- 1.6 By accepting these terms, you as a user, confirm that you are duly authorised to act, perform any obligations, submit Transport Rates and bind the Vendor registered on the Site.
- 1.7 We may change these Terms at any time without notice by updating this posting and by continuing to access this Site you accept such changes.
- 1.8 You may download and/or print out all or part of the Site for your own use.
- 1.9 While we try to ensure that access to the Site is always available, from time to time, we may modify, suspend, or discontinue, temporarily or permanently, the Site or any part of it, without notice. You acknowledge and accept that the Site or any part of it may not be always available.

## **2. Terms**

- 2.1 The use of this Site is subject to these Terms. The rendering of your services is subject to separate terms and conditions which govern their provision and use.
- 2.2 On this Site AFGRI Logistics will publish a Request for Quotation (“RFQ”) whereby you are invited to respond with a fixed and firm transport rate (exclusive of VAT) (“Transport Rate”) for transport services to AFGRI Logistics for tonnages of goods to be moved from specified loading points to offloading points for a specified period.
- 2.3 The Transport Rate shall be inclusive of all costs, fees (including toll fees) and disbursements related to the transport request.
- 2.4 Every RFQ available on the Site, will have a closing date and time for submission of your Transport Rate. You will be able to alter, change or amend your Transport rate any time before the closing date and time, but not after.
- 2.5 The Transport Rate should be valid for the specified period for tonnages of goods to be moved from specified loading points to specified offloading points.
- 2.6 Once your Transport Rate is accepted by us you may not alter, amend or change the Transport Rate, other than for the adjustments allowed for in clause 5 of the Transport Services Agreement. It is noted that it is in the sole discretion of AFGRI Logistics to accept or reject your Transport Rate for a specific RFQ.
- 2.7 We reserve the right, in our sole and absolute discretion to accept only a part of the tonnages quoted for in your Transport rate.
- 2.8 A formal order describing the quantity of the goods to be conveyed, the loading point from which the goods to be collected and offloading point to which the goods is to be conveyed (“Transport Purchase Order” or “TPO”) will be placed on you not less than 24 (Twenty Four) hours, prior to us requiring you to render any services if your Transport Rate or part thereof is accepted by us.
- 2.9 The services rendered by you will be governed by the terms and conditions of the Transport Services Agreement agreed to with you when registering as a Vendor.

- 2.10 The Site enables you to submit your invoices with the necessary supporting documentation to AFGRI Logistics. The invoices will however only be processed by AFGRI Logistics should it comply with the prescribed Payment Terms and Invoice Process requirements provided to you when registering as a vendor. It is noted that should your invoice, with supporting documentation be incomplete or incorrect, the payment process may be delayed.

### **3. Intellectual Property Rights**

- 3.1 Unless otherwise provided, we are the owner or licensee of all copyright, trademarks and other intellectual property rights in and to the Site. We do not grant you any licence or right to use any of our trademarks or other intellectual property on this Site by virtue of your use of or access to the Site.
- 3.2 To the full extent reasonably possible you agree and undertake to and in favour of AFGRI Logistics:
- 3.2.1 not to utilise or disclose to any third party any trade secrets, confidential information or intellectual property rights of AFGRI Logistics, which trade secrets or confidential information is not in the public domain, disclosed or made available to you under and by virtue of the use of this Site, other than as may be necessary for the fulfilment of your duties, functions and obligations on this Site.

### **4. Third-Party Websites and Materials**

- 4.1 Where we provide hypertext links to third-party internet websites, such links are not an endorsement by us of any products or services in such websites and we have not verified the truth or accuracy of any content of such websites. You use such links entirely at your own risk and we accept no responsibility or liability for the content, use or availability of such websites.
- 4.2 This Site may also contain material provided by third parties and we accept no responsibility or liability for the accuracy of such material.
- 4.3 You are not permitted to link any other website to this Site without obtaining our prior written consent and where we do provide consent, subject to any conditions that we may impose.

### **5. Privacy**

- 5.1 You may access the Site without registering your details with us and without us recording any of your personal information. However, by making use of the Site, you are indicating that you have read our **Privacy/POPI Policy** and are willing for us to process your data as set out in that policy.
- 5.2 You hereby consent that the personal information provided to us on the Site may be shared with our clients and service providers for us to provide you with logistics services. In the event of

personal information of your employees being provided to us, you hereby confirm that the necessary consent has been obtained from your employees to share their personal information with us.

## **6. Internet Communication**

- 6.1 We reserve the right to monitor all internet communications, including web and e-mail traffic into and out of our domains for the purposes of security, ensuring compliance with these Terms and detecting fraud and other crimes.
- 6.2 You acknowledge that we will use e-mail and notices on this Site, as our main communication tool for all communications relating to this Site, or these Terms.
- 6.3 An e-mail message will be deemed to be sent:
  - 6.3.1 by you, at the time at which we can access such message; or
  - 6.3.2 by us, at the time shown on the message as having been sent, or if not so shown, at the time shown on our computer system as having been sent;
- 6.4 An e-mail message is deemed to be received:
  - 6.4.1 by you once it becomes capable of being retrieved by you; or
  - 6.4.2 by us, once we have confirmed receipt thereof by you, or respond thereto, whichever is the earlier.

## **7. Limits to our Responsibilities**

- 7.1 Although we have taken all reasonable care to ensure that the information provided on the Site is accurate, we give no warranties regarding the accuracy, timeliness, or completeness of any information.
- 7.2 We accept no liability arising out of, or in connection with your use or inability to use the Site, or in connection with any error, omission, defect, computer virus or system failure, or in connection with the access of, use of, performance of, browsing in or linking to other websites from the Site.

## **8. Disclaimer and Limitation of Liability**

- 8.1 Use of this Site and the online services is entirely at your own risk. You assume full responsibility for the risk or loss resulting from the use of this Site and your reliance on information contained on it.
- 8.2 In no event will we be liable for any damages, whether direct, indirect, special, incidental, or consequential whatsoever relating to your use of this Site or the online services or the information

contained on this Site or your inability to use this Site or the online services, whether such damages arose out of contract, or delict or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage.

8.3 Without derogating from the generality of the above, and to the extent legally permitted, we will not be liable for:

8.3.1 any interruption, malfunction, downtime, off-line situation or other failure of the Site or online services, our system, databases or any of its components, beyond our reasonable control;

8.3.2 any loss or damage regarding your data or other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third-party systems; programming defects; or

8.3.3 any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers; internet service providers, electricity suppliers, local authorities, and certification authorities; or any event over which we have no direct control.

## **9. Certificates**

A certificate provided by the administrator maintaining our digital content is sufficient evidence of the version of the content as at a stated date and time.

## **10. Governing Law**

The laws of South Africa govern these Terms and you agree that the South African courts shall have exclusive jurisdiction to determine any matter or dispute in connection with or arising out of the Site.

## **11. General Provisions**

11.1 If we do not always use all our rights it does not mean that we have given them up.

11.2 You accept that we use cookies (text files containing small amounts of information which your computer or mobile device downloads when you visit a website) on the Site.