



## Customer Service Agreement

These terms and conditions along with your application constitute the Truck Fleet & Fuel Logistics **Customer Service Agreement** made and entered into and between Truck Fleet & Fuel Logistics (**TFFL**) and the **Applicant**.

### Terms and Conditions Agreed:

#### 1. Parties to this agreement

- 1.1. Truck Fleet & Fuel Logistics registration no 1987/005634/23, a company duly registered under the laws of South Africa; “**hereinafter referred to as Truck Fleet & Fuel Logistics**”
- 1.2. Applicant refers to any individual, company, close corporation, trust or other business entity that submit an application and enter into this contract with Truck Fleet & Fuel Logistics for services; “**hereinafter referred to as the Applicant**”

#### 2. Agreement Documents

- 2.1. The whole agreement between the Applicant and Truck Fleet & Fuel Logistics comprises the application form and this agreement. Once this document has been signed or accepted electronically or otherwise by the Applicant, the agreement will be concluded and this document together with the application will constitute the entire agreement between the parties.
- 2.2. The Applicant acknowledges and agrees that the Applicant may be required to accept this agreement and any amendments to this agreement from time to time by means of an electronic confirmation in the Truck Fleet & Fuel Logistics Management System where the Applicant confirms of having read the terms and conditions recorded in this agreement and that the Applicant accepts it. The Applicant further agrees that such and any other required electronic acceptance will be binding and legally enforceable as if it was an original signature by the Applicant and such electronically accepted terms and conditions shall form part of this agreement as if originally incorporated herein.
- 2.3. The Applicant acknowledges that this agreement may be stored in electronic or film format and that such electronic document or film, or a print of such, shall be deemed to be primary evidence of the terms of this agreement.
- 2.4. Truck Fleet & Fuel Logistics shall be under no obligation to produce the original agreement for the purpose of any legal proceedings or any other purpose.
- 2.5. This document records the general terms and conditions agreed between the parties for the product/s and service/s offered by Truck Fleet & Fuel Logistics to the Applicant. The specific details, conditions of use and information of the product/s and/or service/s for which the Applicant subscribed to with Truck Fleet & Fuel Logistics is recorded and stipulated in the product/s or service/s Product Brochure or Product Information Document. The Applicant will be given a copy of the Product Brochure for the products and services subscribed to with commencement of this agreement. The same is available on-line on the Truck Fleet & Fuel Logistics Management System or Truck Fleet & Fuel Logistics Website.
- 2.6. The Applicant acknowledges and confirms to have read the Product Brochure for the product and/or service/s subscribed in terms of this agreement; to have ascertained itself with the specifics, details and conditions of use for the product or service offering; and shall not have any claim against Truck Fleet & Fuel Logistics on the basis of ignorance with regards to the conditions of use for the product/s and/or service/s offering.
- 2.7. Each party will bear its own costs in carrying out its obligations in terms of this agreement.

#### 3. Amendment of terms and conditions of this agreement

- 3.1. Truck Fleet & Fuel Logistics may at any time and at its sole discretion amend or substitute any or all of the terms and conditions recorded in this document.

- 3.2. Truck Fleet & Fuel Logistics undertake to notify the Applicant at least 30 days in advance of any amendments or substitutions to this agreement and in the event that it is not acceptable, the Applicant shall have the right to cancel this agreement.
- 3.3. Any amendments or substitution of this agreement does not waive or relieve the Applicant from any indebtedness to Truck Fleet & Fuel Logistics.
- 3.4. In addition to the above, no amendment other than those electronically accepted amendments referred to in clause 2.2 above or any consensual cancellation of this agreement or any provision or term thereof or any agreement or other document issued or executed pursuant to this agreement will be binding unless recorded in a written document signed by both parties.
- 3.5. No settlement of any disputes arising under this agreement and/or any extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement will be binding unless recorded in a written document signed by both parties.
- 3.6. Any such extension, waiver, relaxation or suspension, that is so given or made, will be strictly construed as relating strictly to the matter in respect whereof it was made or given and no such extension, waiver, relaxation or suspension of obligations shall be construed as an abandonment or waiver by Truck Fleet & Fuel Logistics of its rights in terms of the agreement and any such extension, waiver, relaxation or suspension, that is so given or made shall be an indulgence and shall not vest any right to the Applicant to such extension, waiver, relaxation or suspension.
4. Commencement and duration
  - 4.1. This agreement commences on the date of signature or electronic acceptance by the Applicant and continues indefinitely thereafter until terminated by either party in terms hereof.
5. Services
  - 5.1. The services offered by Truck Fleet & Fuel Logistics to the Applicant in the execution of this agreement are any one, or all, or a combination of the following services, as agreed between the parties and as detailed in the Product Brochure or Product Information Document:
    - 5.1.1. On-Road Diesel Refueling;
    - 5.1.2. On-road Diesel Management
    - 5.1.3. Detailed Transaction and Management Reporting;
  - 5.2. Any new or complementary future product or service offering introduced and offered by Truck Fleet & Fuel Logistics to the Applicant and subscribed to and accepted by the Applicant, shall be ruled and governed by this agreement, except where specifically recorded in a separate agreement, and the terms and conditions of this agreement shall be legally binding and enforced between the parties in respect of such new or complementary future product or service offering, as if it was specifically stipulated and recorded in this agreement from inception.
  - 5.3. Truck Fleet & Fuel Logistics as a Service Provider to the Applicant is dependent on Truck Fleet & Fuel Logistics service providers' systems and operations (e.g. diesel depots) for the delivery of services and although it will use its best endeavors to ensure that services and facilities are always in operation, Truck Fleet & Fuel Logistics does not guarantee to the Applicant 100% uptime or availability of products and services to Truck Fleet & Fuel Logistics service providers and entities responsible for delivering a service. The Applicant accepts that no such guarantee is given or implied and the Applicant accepts that the Applicant has no claim against Truck Fleet & Fuel Logistics for lack or failure by a Truck Fleet & Fuel Logistics service provider to deliver a service.
6. Truck Fleet & Fuel Logistics Service Points
  - 6.1. In the event of the Applicant refueling with Truck Fleet & Fuel Logistics Service Points, the Applicant hereby requests and authorizes Truck Fleet & Fuel Logistics to procure and provide the Applicant with diesel at these sites.
  - 6.2. The Applicant acknowledges and accepts that they will be charged a service and handling fee for the stock management and the refueling service for their vehicles.
  - 6.3. The Applicant furthermore hereby give his/her consent and authorizes Truck Fleet & Fuel Logistics to deduct from funds in the Applicant's cash in advance account all payment for bulk diesel stock purchases and service fees due at the Truck Fleet & Fuel Logistics Service Points as agreed.
  - 6.4. The Applicant further acknowledges and agrees to all the terms and conditions as recorded in the Truck Fleet & Fuel Logistics Customer Service Agreement for bulk diesel supply and storage at Truck Fleet & Fuel Service Points.
7. Applicant general obligations
  - 7.1. The Applicant shall: -

- 7.1.1. use the Truck Fleet & Fuel Logistics Customer Identification Card or Electronic Tags or any other Customer Identifier "Truck Fleet & Fuel Logistics" issued to the applicant for use at Truck Fleet & Fuel Logistics service providers on the prescribed basis as determined by Truck Fleet & Fuel Logistics from time to time;
  - 7.1.2. use the Truck Fleet & Fuel Logistics Card only at authorized service providers or participating service providers in the Truck Fleet & Fuel Logistics Supplier Network;
  - 7.1.3. not use, or permit the use of, the Truck Fleet & Fuel Logistics Card on any other vehicle than the vehicle registered or allocated to;
  - 7.1.4. in the event that Truck Fleet & Fuel Logistics has to take any legal action to enforce any of its rights under this agreement, be responsible for all the legal costs of Truck Fleet & Fuel Logistics, on an attorney and own client basis, including any collection commission charged in respect of amounts recovered if legal action is taken against an Applicant in terms of this agreement; and
  - 7.1.5. Ensure that there are at all times sufficient funds in the Applicant account to cover payments to Truck Fleet & Fuel Logistics suppliers for services delivered, especially providing for sufficient funds over weekends and public holidays.
8. Resolutions and Disputes
- 8.1. Save as otherwise provided, any dispute with regards to interpretation of any terms or conditions in this agreement, implementation of any term or condition in this agreement or the termination of this agreement or any other matter arising out of this agreement shall be submitted to and decided by arbitration as governed by the Arbitration Act 42 of 1965.
  - 8.2. The Applicant is obliged to refer and lodge any dispute to Truck Fleet & Fuel Logistics within fourteen (14) days of the transaction date.
  - 8.3. The dispute shall first be mediated between the parties and if not resolved within ten (10) days of the date of referral to Truck Fleet & Fuel Logistics, then the dispute will be referred to arbitration of a single arbitrator agreed upon between the parties, failing which such arbitrator shall be appointed by the President for the time being of the Arbitration Foundation of South Africa or his nominee or successor.
  - 8.4. The decision of the arbitrator on such dispute will be final and binding on all concerned.
  - 8.5. The arbitration proceedings will be conducted informally and as inexpensive as possible in Johannesburg or such other place the arbitrator may consider will suit the balance of convenience under the circumstances.
  - 8.6. In the event that any urgent interdict is applied for by Truck Fleet & Fuel Logistics or the Applicant against the other party, then either party may approach the High Court having jurisdiction.
  - 8.7. This arbitration clause is separable from the rest of this agreement and will remain effective between the parties after termination.
9. Ownership and risk
- 9.1. Ownership of the Truck Fleet & Fuel Logistics Card remains vested in Truck Fleet & Fuel Logistics.
  - 9.2. The risk of loss of or damage to the Truck Fleet and Fuel Logistics Card passes to the Applicant on delivery of the Truck Fleet & Fuel Logistics Card to the Applicant.
  - 9.3. At any time when the Applicant is in breach of any of its obligations in terms of this agreement, Truck Fleet & Fuel Logistics shall be entitled forthwith and without notice to the Applicant to put on hold the Truck Fleet & Fuel Logistics Card, and if Truck Fleet & Fuel Logistics does so, this shall not give rise to any claim by the Applicant whether to re-instatement of the Truck Fleet & Fuel Logistics Card or any other relief or liability for any loss suffered.
  - 9.4. The registration fee paid by the Applicant on delivery of the Truck Fleet & Fuel Logistics Card is not refundable under any circumstances.
  - 9.5. If the Truck Fleet & Fuel Logistics Card are lost or stolen the Applicant remains responsible for all fees and amounts due arising from the use (illegal or legitimate) and replacement of the Truck Fleet & Fuel Logistics Card.
  - 9.6. If for any reason a transaction is rejected at a Truck Fleet & Fuel Logistics service provider due to insufficient funds in the Truck Fleet & Fuel Logistics account or system failure Truck Fleet & Fuel Logistics or Truck Fleet & Fuel Logistics service provider and the Applicant's vehicle is held up for any reason whatsoever, Truck Fleet & Fuel Logistics does not accept any responsibility or liability for damage to loads such as perishable or other goods.
10. Payments for services
- 10.1. The Applicant shall pay Truck Fleet & Fuel Logistics the fees for services and prices for product received from Truck Fleet & Fuel Logistics Suppliers as agreed from time to time and as per the official listing prices and fees published on the Truck Fleet & Fuel

Logistics Website or management system from time to time or as announced and communicated by Truck Fleet & Fuel Logistics from time to time to the Applicant through electronic mail or post mail delivered.

- 10.2. The Applicant acknowledges and accepts, with regards to deposits and payments, that Truck Fleet & Fuel Logistics is not acting as a bank or financial institution; that Truck Fleet & Fuel Logistics is not a deposit taking institution and that Truck Fleet & Fuel Logistics will under no circumstances provide or allow credit to the Applicant or allow deferred payments on the Applicant account.
- 10.3. The Applicant, in terms of this agreement, appoints Truck Fleet & Fuel Logistics as agent and payer service provider for the payment, on behalf of the Applicant and from funds in the Applicant account, of amounts due by the Applicant to Truck Fleet & Fuel Logistics service providers for purchases and services incurred by the Applicant to Truck Fleet & Fuel Logistics service providers.
- 10.4. The Applicant will only be entitled to repayment of deposits made in terms of this agreement in the event that Truck Fleet & Fuel Logistics fail to provide the services as agreed in this agreement or with termination of this agreement as for provided herein.
- 10.5. The Applicant acknowledges and accepts that Truck Fleet & Fuel Logistics and Truck Fleet & Fuel Logistics service providers may experience system failures from time to time, which means that Truck Fleet & Fuel Logistics is not able to process transactions real time or update service provider systems with account balances or cards on hold; and that it may happen that transactions are processed off-line resulting that the Applicant account may go in credit, i.e., a shortfall; and that Truck Fleet & Fuel Logistics have the right in terms of this agreement to request and demand from the Applicant an acceptable financial guarantee as security for the repayment of shortfall amounts caused by system failures or circumstances outside the control of Truck Fleet & Fuel Logistics; and that the Applicant acknowledges and accepts that the financial guarantee is not for a credit limit or will not establish a credit limit on the Applicant's account, but it is to protect Truck Fleet & Fuel Logistics and Truck Fleet & Fuel Logistics service providers against any financial risks and losses in the event of system failures, whilst providing a service to the Applicant.
- 10.6. The Applicant undertakes and agrees to pay for services provided by Truck Fleet & Fuel Logistics and for services delivered by service providers in the Truck Fleet & Fuel Logistics Supplier Network.
- 10.7. The Applicant acknowledges that it may happen from time to time that systems may go off-line and that transactions are processed off-line by means of a manual procedure ("manual transaction") and agrees to the acceptance of such manual transactions on the provision that the card was present at the point of sale.
- 10.8. Fees and charges payable by the Applicant for services provided and delivered in terms of this agreement shall be confirmed in writing prior to entering into this agreement and subject to any changes during the currency of this agreement as provided in this agreement.
- 10.9. All deposits made by the Applicant into the Applicant's Truck Fleet & Fuel Logistics account shall be preferably by electronic transfer. Where deposits are made in cash the net amount after deducting cash deposit bank charges will be credited to the Applicant's account. **Deposits by cheque are not acceptable and not allowed in any circumstances.**
- 10.10. The Applicant agrees and consents to Truck Fleet & Fuel Logistics deducting all fees and charges due to Truck Fleet & Fuel Logistics for services delivered in terms of this agreement from the Applicant's pre-paid account or from rebates due and payable to the Applicant.
- 10.11. Where the Applicant operates on a pre-paid account basis it is the Applicant's responsibility to ensure:
  - 10.11.1. that there are sufficient funds available in the Applicant's account for payment for services;
  - 10.11.2. that deposits are made to the nominated bank account as prescribed by Truck Fleet & Fuel Logistics from time to time;
  - 10.11.3. that deposits are made during normal working hours, 08h00 to 16h30 Monday to Friday;
  - 10.11.4. that proof of payment is forwarded to Truck Fleet & Fuel Logistics for immediate processing of the deposit;
- 10.12. The net amount of the deposit received from the Applicant will be credited to the Applicant's pre-paid account;
- 10.13. No interest will be paid in respect of credit balances in the Applicant's pre-paid account.
- 10.14. Where the Applicant pays for services by bank fleet card the following will apply:
  - 10.14.1. Rebates due and payable to the Applicant for the calendar month will be electronically paid before the 7<sup>th</sup> of the next month;
  - 10.14.2. All fees and charges due to Truck Fleet & Fuel Logistics for services delivered in terms of this agreement shall be deducted from rebate amounts due and payable to the Applicant;

- 10.14.3. The Applicant shall be responsible, payable immediately on demand, for the payment of any amounts due as a result of a card payment rejected or not processed successfully, for whatever reason, or negligence by a service attendant to process the payment for a purchase, the result being that the amount is still due and outstanding by the Applicant;
- 10.15. The Applicant undertakes to sign all and any documents necessary to enable Truck Fleet & Fuel Logistics to recover any amounts due to Truck Fleet & Fuel Logistics by the Applicant for any of the services provided and delivered in terms of this agreement by Truck Fleet & Fuel Logistics and its service providers.
- 10.16. Truck Fleet & Fuel Logistics shall immediately suspend any and all services and hotlist Truck Fleet & Fuel Logistics Cards with service providers where there are not sufficient funds in the Applicant's account.
- 10.17. The balance as reflected in the Truck Fleet & Fuel Logistics Management System is accepted as the correct balance for the purpose of account management. Where there is a mistake on the Applicant account, Truck Fleet & Fuel Logistics will rectify it with immediate effect.
- 10.18. Truck Fleet & Fuel Logistics reserves the right to increase the fees and charges for services offered in terms of this agreement provided that the Applicant is given at least one month's notice prior implementation and activation.

#### 11. Applicant's Guarantee and Undertaking

- 11.1. The Applicant confirms and acknowledges of being informed and made aware that a situation may occur where the Applicants account goes into a negative, i.e. the Applicant's Truck Fleet & Fuel Logistics Account has run out of funds and does not have sufficient funds to settle payment to the service provider ("funds shortfall");
- 11.2. In the event of a funds shortfall, the Applicant undertakes and agrees to, within twenty four (24) hours of being informed of the lack of funds position, make an adequate deposit to the Applicant's Truck Fleet & Fuel Logistics Account to enable Truck Fleet & Fuel Logistics to settle the service provider with all outstanding amounts due for service transactions;
- 11.3. The guarantee given by the Applicant in terms of this agreement is an unconditional guarantee given without protest or prejudice, binds the Applicant unconditionally and in the event that the Applicant is a legal entity, the directors and principals of such legal entity, and can be used by Truck Fleet & Fuel Logistics, without notice, to obtain a court order from any South African Court to collect the funds from the Applicant or file any application with the court to secure or collect the funds from the Applicant;
- 11.4. Any legal and/or court fees emanating from Truck Fleet & Fuel Logistics exercising its rights in terms of this agreement to collect any and all outstanding amounts due by the Applicant to the bank or Truck Fleet & Fuel Logistics shall be for the account of the Applicant on the scale as agreed between the parties in this agreement;

#### 12. Use of Truck Fleet & Fuel Logistics Management System

- 12.1. The applicant has the right to use the on-line internet accessible Truck Fleet & Fuel Logistics Management System for its account management.
- 12.2. Truck Fleet & Fuel Logistics shall supply the Applicant with a username and password login to access the system.
- 12.3. The Applicant will be allocated access and user rights to the system features and functionality in accordance with the product offering and services subscribed.
- 12.4. It is the Applicant's responsibility to protect its login details and prevent unauthorized access to the Applicant account.
- 12.5. Truck Fleet & Fuel Logistics shall not be liable for any damages suffered by the Applicant of whatsoever nature and the Applicant has no claim against Truck Fleet & Fuel Logistics for any damages or losses incurred by the Applicant as a result of unauthorized use of Applicant's login details or of unauthorized access to the Applicant's account.
- 12.6. In addition, Truck Fleet & Fuel Logistics shall not be liable in the event that the Applicant is denied access to the Truck Fleet & Fuel Logistics Management System as a result of Applicant's arrears account or non-compliance with the terms of this agreement or in the event that the Truck Fleet & Fuel Logistics Management System may be offline for whatever reason.

#### 13. Limitation of Liability, Indemnity and Force Majeure

- 13.1. Truck Fleet & Fuel Logistics shall not be liable to the Applicant whether in terms of any indemnity or otherwise for any loss or damage arising in whole or in part from any act or omission of the Applicant or those for whom the Applicant is vicariously liable.

- 13.2. Truck Fleet & Fuel Logistics shall not be liable to the Applicant for any indirect or consequential damages, whether within the contemplation of the parties or not and howsoever arising. Notwithstanding anything contained in this agreement the aggregate liability of Truck Fleet & Fuel Logistics to the Applicant from any cause of action whatsoever shall not exceed R1000.00.
- 13.3. In so far as the performance of any obligation or duty of Truck Fleet & Fuel Logistics in terms of this agreement is performed or assumed by any of its directors, employees, agents, service providers or sub-contractors, clauses limiting and/or excluding or indemnifying the liability of Truck Fleet & Fuel Logistics are stipulated for their benefit as well as that of Truck Fleet & Fuel Logistics and their liability shall be limited and/or excluded and they shall be indemnified accordingly.
- 13.4. Truck Fleet & Fuel Logistics shall not be liable to the Applicant for any losses incurred or any direct or consequential damage as a result of failure of a service provider of Truck Fleet & Fuel Logistics to deliver in a service or as a result of a fraudulent action or deed or transaction of an employee or a service provider of Truck Fleet & Fuel Logistics.
- 13.5. Neither party will be liable to the other if it is unable to perform any of its obligations under the agreement due to Force Majeure. In the event of Force Majeure, the affected party undertakes to give notice to the other party within 5 days of the event. If performance of any obligation under this agreement as a result of Force Majeure is delayed for longer than 30 days, either party may request termination of this agreement.

#### 14. Termination and Cancellation

- 14.1. Either party may terminate or cancel this agreement as for provided herein.
- 14.2. Termination without cause:
- 14.2.1. Either party may terminate this agreement in writing with one (1) full calendar months' notice expiring at the end of a calendar month.
- 14.2.2. Truck Fleet & Fuel Logistics undertakes to repay to the Applicant within 14 days of termination of this agreement, after deduction of any and all fees and charges due to Truck Fleet & Fuel Logistics, any credit balance in the Applicant account.
- 14.3. Termination with cause:
- 14.3.1. Truck Fleet & Fuel Logistics shall be entitled to terminate this agreement forthwith by written notice to the Applicant at its domicile address as per the Applicant's application form if the Applicant:
- 14.3.1.1. breaches any term of this agreement;
  - 14.3.1.2. fails to maintain its account with sufficient funds;
  - 14.3.1.3. fails to deposit a payment when so required;
  - 14.3.1.4. Fails to abide by the rules of Truck Fleet & Fuel Logistics or the use of the Truck Fleet & Fuel Logistics Card or user conditions of a product or service.
  - 14.3.1.5. is insolvent or commits an act of insolvency.

#### 15. Notices and communications

- 15.1. The parties choose as their *domicilium citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:
- 15.1.1. in the case of Truck Fleet & Fuel Logistics:
- 15.1.1.1. Office address: Prins straat 75, Bloemhof, 2660.
  - 15.1.1.2. Postal address: PO Box 142, Bloemhof 2660.
  - 15.1.1.3. Fax No +27 86 747 1270
- 15.1.2. In the case of the Applicant, the address provided by the Applicant on the Truck Fleet & Fuel Logistics Application Form.
- 15.2. Any notice to a party:
- 15.2.1. sent by Pre-paid registered post (by airmail if applicable) in a correctly addressed envelope to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered shall be deemed to have been received on the 14<sup>th</sup> business day after posting (unless the contrary is proved);
  - 15.2.2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or
  - 15.2.3. Sent by telefax to its chosen telefax number stipulated in clause 13.1, shall be deemed to have been received on the date of dispatch (unless the contrary is proved).
  - 15.2.4. sent by electronic mail to the email address provided by the Applicant on its application form, shall be deemed to have been received on the date and time sent by the sender.

15.3. The Applicant undertakes to notify Truck Fleet & Fuel Logistics before the effective date of any changes to the details of the Applicant, provided on in the application form.

16. Miscellaneous

Save as provided for in this agreement, the rights and remedies of Truck Fleet & Fuel Logistics whether arising under this agreement or in law shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing duly executed by an authorized representative of Truck Fleet & Fuel Logistics.

Signed on this day \_\_\_\_ Month \_\_\_\_\_ 20\_\_ at \_\_\_\_\_ (area).

Full Name: \_\_\_\_\_ (registered Name)

Registration no: \_\_\_\_\_

VAT no: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

**BANKING DETAILS:**  
**TRUCK FLEET & FUEL LOGISTICS**  
**FNB**  
**ACC NAME:** TRUCK FLEET & FUEL LOGISTICS  
**ACC NO:** 62806761418  
**BRANCH NO:** 240138