

STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

The following terms and conditions are the basis on which the Shipping & Logistics practice division of Attorneys Shepstone & Wylie (including the specialist units conducting Customs & Excise consultancy services as "Customs @ Wylie" and the unit providing advice and services related to Mining and Minerals) provides services to all clients who engage their services.

By instructing the firm every client is deemed to have accepted unreservedly the basis on which the firm accepts the mandate and performs the services. No provisions as set out herein can be varied by any member of the firm unless the same is reduced to writing and signed by a partner of the firm.

1. Unless otherwise instructed, we will choose the person or people whom we believe best suited for your instruction and allocate the resources we regard appropriate for the work which you require.
2. Clients are required to provide us with complete and accurate instructions and information and, when requested by us, to promptly provide us with documents and/or information.
3. Clients are responsible for all commercial decisions in respect of their matter.
4. We are not responsible for any delays caused by or additional fees incurred because a client does not promptly provide us with complete and accurate information or instructions.
5. We may communicate with you by way of email or other electronic means. By engaging us, you accept the risk associated with such communication (including but not limited to interception or unauthorised access to emails or data contamination in any way, such as by way of viruses). We use virus protection software but do not give any guarantee that it is effective.
6. Our fees are based on the amount of time devoted to the matter, the seniority of the person or people who work on the matter and the nature and extent of other

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- resources devoted to it, its urgency, complexity, the value involved, the importance to the client and the level of responsibility and skill required in performing the work.
7. You will, if you so request, be provided with a schedule of the base hourly rates of the persons undertaking the mandate on your behalf, but in the absence thereof the rates will be our standard rates applicable (subject to 9 below) at the time of accepting the mandate, alternatively, will be a reasonable rate taking into account the matters referred to in 6 above together with the fee earner's status, experience and expertise.
 8. In addition if you require work to be undertaken as a matter of urgency after normal working hours (including weekends and public holidays), at the firms discretion an uplift surcharge of between 25% and 50% of the base hourly rates may be levied.
 9. In March of each year, the base charge out rates will be adjusted and increased in line with inflation or any change in the status of a fee earner.
 10. Any fee estimate which we give is merely an estimate and not an agreement by us to do the work for the estimated amount or within a fixed time. Within our discretion we are entitled at any stage to require that you deposit an amount to cover us in advance for any estimated fees likely to become payable for undertaking your mandate, before we spend any chargeable time in pursuing the matter on your behalf.
 11. In addition to our fees we will charge for all disbursements which we reasonably incur.
 12. It is a matter of policy of the firm that you will be required to place us in funds before incurring disbursements on your behalf. If we are invoiced for disbursements in foreign currencies, we may require you to pay those disbursements in the currency in which they are invoiced to us.
 13. We will add Value-Added Tax (VAT) to our fees unless VAT is not applicable and the services are zero rated.
 14. Any deposit received will be paid into our trust account and set off against fees and disbursements.

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15. We will account on a regular basis. Our invoices are payable on presentation. If payment is not made within 30 days of the date of our invoice, then, until the outstanding amount is paid, we reserve the right to:
- 15.1 charge compound interest on the outstanding amount at the prime overdraft lending rate of the Standard Bank of South Africa Limited, from time to time; and
 - 15.2 in addition to our common law retention rights, retain any documents which belong to the client and/or which are in our possession; and
 - 15.3 hold the client liable for collection charges on the attorney and own client scale, on a full indemnity basis, for any time spent by a Shepstone & Wylie professional to collect those fees, irrespective of whether litigation is commenced or not; and
 - 15.4 terminate our mandate.
16. The client by instructing the firm, shall be deemed to have consented to the payment of collection fees and charges on the attorney and own client scale, on a full indemnity basis, for any time spent by a Shepstone & Wylie professional or counsel to recover any fees or disbursements due and payable to the firm, irrespective of whether litigation has been commenced or not.
17. Anything which we create or develop belongs to us, is subject to our copyright and may not be copied without our prior written consent.
18. Within 6 months of completing any work, the client undertakes not to employ any of our employees with whom they have had dealings, without our prior written consent.
19. Our liability, whether arising in contract or delict or whether caused by our negligence in any degree, excludes consequential and indirect damages and is limited to the upper limit of our professional indemnity or public liability insurance, as the case may be, from time to time.
20. Unless otherwise agreed, in writing, these above terms and conditions will apply to any services rendered by us. Such terms and conditions apply whether or not they are signed by the client and/or on behalf of Shepstone & Wylie.

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21. Should any dispute arise between this firm and the client regarding the services rendered or the fees payable, that dispute will at the election of the firm, be resolved by arbitration in terms of the Arbitration Act, by an arbitrator appointed by the Leader of the Bar in the City where the services were provided.
 22. Notwithstanding the foregoing, should any amount be payable in respect of the firms fees or disbursements, the firm may institute action for the recovery thereof in any competent court whether in the Republic or elsewhere, for which purpose should the firm elect to sue out of any local court, any *peregrinus* of the Republic shall be deemed to have consented and submitted to the jurisdiction of the High Court of South Africa or, as appropriate, notwithstanding the amount of the claim and should the firm elect to proceed in an appropriate Magistrates Court, shall be deemed to have consented to the jurisdiction of the Magistrates Court for the purposes of such action.
 23. The client in providing its physical address to the firm, for FICA, contact or other purposes, will be deemed to have chosen that address as its *domicilium citandi et executandi* for all purposes.
 24. The client shall in any event be obliged to keep the firm advised of its/his/her residential address (if applicable) and address of the principal place of business or work and in the event of their failing to do so, shall be liable for any costs incurred by the firm in tracing the clients whereabouts.
 25. To the extent material and if applicable, the client shall be deemed to have consented to the issue of an Emoluments Attachment Order in terms of Section 65J of the Magistrate's Court Act 32 of 1944 against his/her employers in respect of any amount owed to the firm.
 26. Should the client be an incorporated entity, the directors, shareholders and/or members shall all be jointly and severally liable as sureties and co-principal debtors with the corporation for payment of the fees and disbursements of the firm, in carrying out the mandate of the client.

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27. Any indulgence granted to a client, not in accordance with these terms and conditions, shall not be a variation or waiver of any of the said terms and conditions or the firms rights in terms hereof, which shall remain reserved and applicable.
28. These terms of engagement are governed by South African law.