

SERVICE LEVEL AGREEMENT LOGISTICS AMALGAMATED SKY ALL GROUPS

SERVICE LEVEL AGREEMENT

Between

THE PROPRIETOR LOGISTICS AMALGAMATED SKY

(Registration Number: 8501075085083)

Represented by Stephan Latsky

duly authorized by registration thereof with

(Identity Number: 850107 5085 083)

("the Service Provider")

AND

(Registration/ID number: _____)

("The Client")

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1. INTRODUCTION AND DEFINITIONS

1.1 THE PROPRIETOR LOGISTICS AMALGAMATED SKY is a sole proprietor providing transport services (Inclusive but not limited to supply chain and hire of flat deck-, flat bed-, drop sides-, flat with uprights 2.4m-, crane-, fork-, tail lift-, kombi-, bakkie-, refrigerated-, 1Ton-, 2Ton, 2.5T, 3Ton, 5Ton, 6T, 8T, 10T, 6m-, 12m-, 20T-, 22T-, 34T-, super link-, taut liner-, side tipper-, abnormal load-, curtain side- and enclosed trucks and 6m-, 12m-, temperature controlled reefer containers) to the Client and acting on behalf of the client with regards to the administration concerning the transport transaction;

1.2 The Client is _____

1.3 The purpose of this document is to define the service relationship between the Service Provider and the Client for whereby the Service Provider will see to the transport of a certain product as described in 2 below on behalf of the client and providing some administrative services related to the transportation of the product.

2. INTERPRETATION

In this agreement, unless the context clearly indicates a contrary meaning:

2.1 Reference to any gender shall include the other genders.

2.2 Reference to the singular shall include the plural and vice versa.

2.3 Reference to natural persons shall include bodies corporate and other legal persons and vice versa.

2.4 The number of days prescribed, such number shall be calculated on all calendar days but shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday or a public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the Republic of South Africa.

2.5 Business days will mean any day excluding Saturdays, Sundays and public holidays in the Republic of South Africa.

2.6 A reference to law and/or an enactment is a reference to the law and/or enactment as at the date of signature hereof and as amended or reenacted from time to time.

2.7 Clause in paragraph headings are for reference only and shall not be used for the interpretation of any of the terms and conditions of this agreement.

2.8 Any reference to the service provider shall include agents, representatives, employees and servants.

2.9 The figures are referred to numerals and words; the word shall prevail in the event of any conflict between the two.

2.10 Where reference is made to a specific clause of the agreement or to a section of any act, the reference shall include a reference to any sub clauses to such a clause or subsections to this section unless these are specifically excluded.

3. DEFINITIONS

Unless otherwise expressly stated, the context otherwise requires, the words and expressions listed below shall, when used in this agreement or in any appendixes hereto, the following meanings ascribed to them:

STEPHAN LATSKY T/A THE PROPRIETARY LOGISTICS AMALGAMATED SKY PTY.REG.No.850107508508.
THE MAPLES OFFICE PARK, 24 JOHNSON RD, ST ANDREWS, BEDFORDVIEW, JOHANNESBURG 2047. POSTNET SUITE 74, PVT BAG X27, KEMPTON PARK, 1621. EMAIL: info@lasky.biz
TELEPHONE: +27(0)815607007 FACSIMILE: +27(0)867767278 WEBSITE: www.lasky.biz DIRECTOR: S.LATSKY (EXECUTIVE)

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3.1 “Agreement” means this service level agreement and any annexures and schedules hereto, read together with the contents of written instructions addressed by the Client to the service provider from time to time. It is specifically recorded that by signing this agreement and/or effecting payment in terms of any annexures, schedules, quotes, pro-forma and invoices, the parties agree that all previous agreements between the parties are cancelled and that this agreement will govern the whole relationship between the parties for the entire duration of that agreement prior to completion of this agreement.

3.2 “Authorization” means written authorization in the form of a prior written consent signed by a duly authorized employee and/or representative of the Client to the service provider.

3.3 “the Client” shall mean the client appearing on the cover page of this agreement and signatory to this agreement.

3.4 “the Product” shall mean the stock or commodity required to be transported (NOT BEING PROVIDED AND SOLD BY THE SERVICE PROVIDER OF TRANSPORT.)

3.5 “Effective date” means the date on which this agreement is signed or date on which payment was effected in terms of any annexures, schedules, quotes, pro-forma and invoices by the last party to sign it except if a payment was effected prior to signage and on which date this agreement will come into full force and effect.

3.6 “Parties” means both the Client and the service provider collectively.

3.7 “Party” means either the Client or the service provider, depending on the context in which it is used.

3.8 “Service Provider” shall mean the service provider duly appointed appearing on the cover page of this agreement and signatory to this agreement.

4 AUTHORITY AND INSTRUCTION

4.1 The Client hereby appoints the Service Provider to render transport and administrative services pertaining to the transport of the product

4.2 The Service Provider hereby accepts the appointment.

4.3 The appointment in clause 4.1 above shall not give the Service Provider any authority to act on behalf of the client in any manner, unless the Service Provider is in possession of a valid current instruction to that effect and does not give the Service Provider any right to expect, request or demand instructions from the client.

4.4 The appointment of the Service Provider in terms of this agreement is non-exclusive and it is recorded that the client may at any time and in its sole discretion appoint any number of Service Providers to provide it with similar services to those of the Service Provider.

4.5 The Service Provider shall act independently and shall have no power to bind the client in any manner except as specifically and provided for in this agreement and as instructed by the client from time to time.

4.6 The Service Provider hereby indemnifies and holds the client harmless, from any losses, damages and/or other liability of any nature whatsoever, arising from or in connection with any negligent act or omission on the part of the Service

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Provider, where such act or omission is not expressly authorized by the client after the client has been advised that such a risk is a real risk in terms of or following from an Instruction.

4.7 The Client agrees that the Service Provider is entitled to unilaterally suspend or refrain from providing the services where doing so would pose a material risk of death or injury to any person or damage to property.

4.8 The Service Provider will be entitled to sub-contract any or all of the services without consent of the client;

4.9 The parties agree that they comply with all the legal requirement to enable them to perform in terms of this agreement.

5 COMMENCEMENT AND DURATION

The agreement shall commence and come into force on the effective date and shall continue to operate for a period of 12 months or as indicated for the term specified in any annexures, schedules, quotes, pro-forma and invoices.

6 GENERAL DUTIES AND OBLIGATIONS – THE CLIENT

6.1 The Client undertakes to provide to the Service Provider the following for the Service Provider to be able to properly conduct their services in regard to this agreement:

6.1.1 Effect immediate EFT payment(s) and not of a cash cheque or postdated cheque as such cheque payments delays the service provider's ability to perform its duties and obligations to the client until such cheque amounts are cleared earliest over a fortnight period, if successful and honored. Such cheque payments will be disregarded until all funds fully clears and becomes available in the bank account of the service provider, no asset will be released nor reserved until such time that proper bank clearance of the funds has been reached. The client undertakes not to cancel the service in this regard as the service provider has contractually committed itself to other divisions and sub-divisions financially to perform against its obligations to the client. Such off-sets are irreversible and not refundable.

6.1.2 Furnish the Service Provider with all relevant contact person name and telephone numbers at both the collection point(s) and delivery point(s).

6.1.3 Furnish the Service Provider with specific and accurate collection point(s) address(es) and delivery addresses(es).

6.1.4 Furnish a billing address for Tax Invoice purposes.

6.1.5 Furnish FICA information on request as and when required by the Service Provider for FIC purposes.

6.3 The parties hereby agree that the content pertaining to the duties and obligations may only be amended or changed in accordance with the procedure and format that is stipulated in the provisions of clause 15 below.

6.4 Unless any dispute arises, the Client will make payment to the Service Provider of such fees as become due and payable by the Client to the Service Provider from time to time in terms of the agreement within 3 (Three) days of receipt of the invoice by the Client.

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7 GENERAL DUTIES AND OBLIGATIONS – SERVICE PROVIDER

7.1 The Service Provider hereto agrees that it shall in terms of the duties and obligations listed hereunder provide the following:

7.1.1 Provide transport services within the allocated area and or region with the specified time.

7.1.2 Attend to all administrative issues relating to the transport of the product;

7.1.3 _____

7.1.4. _____

8 REMUNERATION

8.1 The parties agree that the amount payable as remuneration for the services of the Service Provider and in liquidation of their relevant disbursements in terms hereof will be calculated in the manner hereunder contained with specific reference and application of the pricing schedule attached hereto as schedule of this SLA received from the Service Provider and/or in any annexures, quotes, pro-forma and invoices:

8.1.1 the Service Provider agrees that they will be remunerated for their service to the client and in terms of this agreement an all-inclusive total amount of R _____

(_____) / or which is already indicated on annexures, quotes, pro-forma and invoices as an amount due.

8.1.2 the amount in 8.1.1 may change should the cost of delivering the service increase after signature of this agreement or effected payment deriving from any annexures, quotes, pro-forma and invoices;

8.1.3 the details of the pricing as set out in the pricing schedule is confidential and may not be disclosed to any third parties;

8.1.4 The Service provider is entitled to increase the rates in the pricing schedule on reasonable written notice to the client should there be an increase in cost of any of the factors effecting the pricing in terms of this agreement;

8.1.5 the Service Provider agrees to render its invoice within 48 hours of the effective date of this agreement;

8.1.6. the payment in 8.1.1 shall be made into the following bank account:

Bank Name: Standard Bank

Account Name: Logistics Amalgamated Sky

Account Number: 012463280

Branch Code: 051001

9 PENALTY

9.1 Subject to the client complying and fully adhere to and deliver on its obligations in clause 6 above, The Service provider hereby agrees that the client will be entitled to exercise a penalty against the Service Provider in the event of the Service

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Provider failing to execute its duties and obligations in terms of this agreement to the client. The penalty to be equal to the damages caused by the actions or lack thereof of the Service Provider.

9.2 The Client hereby agrees that the Service Provider will be entitled to enforce a penalty of 100% (One Hundred) percent of the amount referred to in 8.1.1 above should the agreement be cancelled as a result of nonperformance of the Client.

10 FORCE MAJEURE

10.1 A party is not liable for a failure to perform any of its obligations in so far as it proves:

10.1.1 That the failure was due to an impediment beyond its control;

10.1.2 that it could not reasonable be expected to have taken the impediment and its effects upon the party's ability to perform into account at the time of the conclusion of the contract; and

10.1.3 that it could not reasonably have avoided or overcome the impediment or at least its effects.

10.2 An impediment in sub clause 10.1 may result from events such as the following, this enumeration not being exhaustive:

10.2.1 War, whether declared or not, civil war, civil violence, riots and revolutions, acts of piracy, acts of sabotage;

10.2.2 natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;

10.2.3 explosions, fires, destruction of machines, of factories and of any kind of installations;

10.2.4 boycotts, strikes and lock-outs of all kinds, go-slows, occupation of factories and premises, and work stoppages;

10.2.5 acts of authority, whether lawful or unlawful, apart from acts for which the party seeking relief has assumed the risk by virtue of any other provisions of this agreement; and apart from the matters mentioned in sub clause 10.3 infra.

10.3 For the purposes of sub clause 10.1 supra "impediment" does not include lack of authorizations, of licenses, of permits or of approvals necessary for the performance of the contract and to be issued by the appropriate public authority.

10.4 Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the party seeking relief gives notice of the impediment relied upon and shall terminate upon the date upon which such impediment ceases to exist.

11 DOMICILIA CITANDI ET EXECUTANDI

11.1 The parties respectively choose their addresses for all notices and processes to be given or served in pursuance hereof at the following:

11.1.1 The Client:

Physical Address: _____

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E-mail: _____

Postal Address: _____

11.1.2 The Service Provider:

For Attention: Stephan Latsky

Physical Address:

24 Johnson Road, The Maples Office Park

St Andrews, Bedfordview

2047

Tel No: +27(0)81 560 7007

E-mail: info@lasky.biz

Postal Address: Postnet Suite 74

Private Bag X27

Kempton Park

1621

11.2 Each party may by reasonable written notice (as set out in clause 11.4, 11.5, 11.6 and 11.7) to the other, change its address from time to time. Any new address selected shall be a complete address, in the format above, and shall be situated in the territory.

11.3 Any notice or other communication to be given to either of the parties in terms of this agreement shall be valid and effective only if it is given in writing, provided that any notice given by e-mail or telefax shall be regarded for this purpose to have been given in writing.

11.4 A notice to either party, which is:

11.4.1 sent by prepaid registered post in a correctly addressed envelope to the chosen address above shall be deemed to have been received (unless the contrary is proved) within 10 (ten) days from the date it was posted; or

11.4.2 delivered to the party by hand at the chosen physical address shall be deemed to have been received on the date of delivery, provided it was delivered to a responsible person during ordinary business hours.

11.5 Any notice by telefax which is sent to the number specified above, shall be deemed to have been received (unless the contrary is proved) within 24 (twenty-four) hours after transmission, provided it was transmitted during normal business hours of the receiving party, or within 24 (twenty-four) hours of the beginning of the next business day at the destination after it is transmitted, if it is transmitted outside those business hours.

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11.6 Any notice sent electronically, shall be deemed to have been received on the first business day following the successful transmission thereof as evidenced by the electronic confirmation of receipt (unless the contrary is proven).

11.7 Notwithstanding anything to the contrary herein, a written notice or other communication received by either party and for which written proof of receipt has been obtained shall be adequate written notice of communication even if it was not sent to or delivered at its chosen address.

11.8 Either party may, by written notice to the other party, change its address or other contact details, provided that the change shall become effective on the 10th (tenth) day after receipt of such notice.

12 DISPUTE RESOLUTION

12.1 Any dispute which arises between the parties, shall be referred to a joint committee comprised of a director of each party, or alternates appointed by them, who will use their best endeavors to resolve the dispute within 30 days of the dispute having been referred to them.

12.2 Should the joint committee be unable to resolve a dispute in accordance with the foregoing clause, such dispute will be submitted to and decided by arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator who is agreed to between the parties or failing agreement within 7 (seven) days of the dispute arising, an arbitrator or arbitrators appointed by the President of AFSA.

12.3 Nothing in this clause shall prevent any party from obtaining interim relief in a court pending the outcome of the arbitration.

12.4 The client will not be entitled to withhold payment pending resolution of a dispute and may not set off any amount charged by the Service Provider in any circumstances

13 BREACH

13.1 If the agreement and should a party (the defaulting party) commit a breach of any provision of this agreement and fail to remedy such a breach within a period of 7 (seven) days after receiving written notice from the other party (the aggrieved party) calling for the remedy or rectification of such breach, the aggrieved party shall be entitled, in addition to its other remedies in law or in terms of this agreement, to cancel this agreement forthwith without prejudice to its rights to claim damages arising from such breach.

14 GENERAL PROVISIONS

14.1 No alteration, variation, change or addition to the agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by the parties to the agreement or their duly authorized representative(s) or if a payment has been effected in terms of any annexures, schedules, quotes, pro-forma and invoices displaying the disclosure: *"Kindly note that it will be considered an acceptance of our standard trading terms, conditions and service level agreement once payment has been received. For terms please visit www.lasky.biz/ts-cs*

14.2 Subject to the definition in clause 3.1 above, this document and schedules thereto constitutes the entire agreement between the parties relating to the matters provided for herein and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded in this agreement.

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14.3 No indulgence, leniency or extension of time which any party ("the grantor") may grant or show to any other party, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.

15 GOVERNING LAW

The relevant laws of the territory shall govern the validity, interpretation and performance of this agreement and the courts of South Africa and, where applicable AFSA, shall have sole jurisdiction.

16 PURPOSE AND EFFECT OF THE AGREEMENT

The purpose of this agreement is to fully record the terms and conditions of the agreement in terms of which the Service Provider will render service of the Client.

17 SEVERABILITY

The invalidity, illegality or unenforceability of any of the provisions of this agreement shall not affect the validity, legality and enforceability of the remaining provisions of this agreement.

SIGNED AT _____ on this _____ day of _____ 20__

AS WITNESSES:

1. _____

2. _____

_____ For and on behalf of: THE CLIENT (Signatory warrants his authority to sign)

SIGNED AT _____ on this _____ day of _____ 20__

AS WITNESSES:

1. _____

2. _____

_____ For and on behalf of: THE SERVICE PROVIDER (Signatory warrants his authority to sign)