

ANNEXURE

CONTRACTOR FUEL AGREEMENT incorporating SURETYSHIP

1. DEFINITIONS

- 1.1. Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this introduction, bear the meanings ascribed to them :
- 1.2. "the/this Agreement" means the agreement as set out in this document including all appendices hereto;
- 1.3. "Fuel Charges" means the grid price of fuel plus the administration charge;
- 1.4. "Retail Fuel Stations" means the designated fuel stations where the CONTRACTOR is permitted and authorized by 4PL.COM to source fuel only for purposes of 4PL.COM's transport;
- 1.5. "Contractor" means : _____
- 1.6. "4PL.COM" means 4PL.COM Logistics Cape (Pty) Ltd, Registration number 2007/019644/07.

2. THE AGREEMENT IS AS FOLLOWS :

- 2.1. The CONTRACTOR is contracted to supply transport services to 4PL.COM for a fixed period during which fuel will be supplied on the following basis:
- 2.2. Fuel supplied would be solely for the transport of 4PL.COM's loads.
- 2.3. The Contractor agrees unequivocally that fuel charges may be set off against the Monthly / Fortnightly payments made by 4PL.COM, based on a Monthly / Fortnightly reconciliation as per 4PL.COM's information. An admin fee of 3,5% of turnover will be levied on all contractors using 4PL.COM fuel.
- 2.4. Payment of accounts for contractors making use of the fuel supplied by 4PL.COM, will be Fortnightly, cut-off dates for receipt of invoices and POD's will be the 13th and 28th of every month. Contractors terminating their contracts will be liable for an early termination penalty if applicable, and payment terms will revert to normal terms (ie. Cut-off 20th for payment end of following month).
- 2.5. 4PL.COM will supply fuel on behalf of the Contractor.
- 2.6. Fuel are charged at the Best price available i.e. Grid plus administration.
- 2.7. The Contractor hereby indemnifies 4PL.COM against any claims arising from failure caused by fuel defects resulting in engine failure (i.e. Water contamination etc).
- 2.8. Confirmation of changing price structure will be forwarded for notification & acknowledgement on a monthly basis.

3. FUEL CONSUMPTION:

Fuel consumption is calculated on the following basis:

Fuel Consumption = Liters consumed / per 100 km's traveled

Variance Penalty:

A maximum fuel consumption of 48% of the standard Industrial operating costs per vehicle is allowed.

* 3% variance above this norm is allowed

* For any variance greater than 3% the entire variance will be set-off during Monthly / Fortnightly payments to the Contractor.

4. PAYMENT :

- 4.1. Fuel payment will be deducted off payment on every Monthly / Fortnightly payment.
- 4.2. The Contractor remains liable for the fuel account at all times.

5. TERMINATION :

- 5.1 The agreement will be terminated on the following basis:
- a). Continued exceeding of the fuel consumption allowance
 - b). Cases where fuel theft has occurred.
 - c). Cases where revenue earned (loads completed) is less than cost of the diesel consumed

6. INSURANCE :

- 6.1 The Contractor hereby cedes all right, title and interests to the proceeds of any insurance claim made for goods carried for 4PL.COM.
- 6.2 The Contractor hereby authorizes its insurers to make payments as directed by any Director of 4PL.COM for such claim proceeds.

7. SURETYSHIP

I, _____ (Full Names), ID Number _____ being duly authorized to act on behalf of _____ (Contractor), hereby binds himself as surety and co-principal debtor in solidum with the Contractor unto and in favour of 4PL.COM, for the due payment by the contractor of all amounts which may now or at any time hereafter become due and payable by the contractor to 4PL.COM pursuant to any business concluded between 4PL.COM and the contractor. The signatory hereto waiving the benefits of excussion and division.

Please complete attached form

By signing below we agree to the procedures and detail as per above.

P.R.Cunliffe who warrants his authority hereto
 On behalf of 4PL.COM

Date

Contractor
 who warrants his/her authority hereto

Name

Date

CONTRACTOR FUEL PROCUREMENT INFORMATION

Fleet no	Reg No	Vehicle Make	Tracking Unit Nr	Tank Capacity	Fuel Type	Driver Name & Surname	Driver ID Nr

Initial