



CeeVee Transport

Consultants SA (Pty) Ltd

Reg No 2013/037841/07

Vat No 4410264818

PO BOX 344 Pennington, 4184

Tel: (039) 975 3140/ Fax: (039) 975 3141

Email: andre@ceevee.co.za

Email: jarrod@ceevee.co.za

Rental Agreement Between
CeeVee Transport Consultants SA (Pty) Ltd
(Hereafter to be referred to as "Company")

And

(Hereafter to be referred to as "Hirer")

Reg No/ID No: _____

of:

Street Address: _____

Postal Address: _____

Tel No. _____

Fax No. _____

Cel No. _____

The parties use the above stated addresses as their physical addresses at which legal proceedings may be instituted

1. Particulars of Trailer(s) to be Rented

1.1. Type of Trailer(s) _____

1.2. Make and Colour _____

1.3. Year Model _____

1.4. Registration Number: Front: _____
Rear: _____

1.5. Trailer(s) Identification Number (VIN):
Front: _____
Rear: _____

1.6. Tare: Front: _____
Rear: _____

1.7. Attached find lists marked schedule 2 and 3, of items that forms part of above mentioned trailer(s). Trailer(s) must be returned to the company with all terms mentioned in schedule 2, before any consideration regarding the repayment of the deposit paid by the hirer, will be made

2. Condition of the Trailer(s)

The Company states that to the best of their knowledge and belief that the above described trailer(s) is in sound and safe condition, and free of any known defects or faults which would affect its safe operation under normal use. The Hirer acknowledges that is has inspected the trailers as being in a good state and that the trailer is completely road worthy.

3. Qualifications

The Hirer states that they will only allow a driver that is physically and legally qualified to operate the above described trailer(s)(s), to do so. A certified copy of a drivers licence must be provided.

4. Rental Period

The Company agrees to rent the above described trailer(s)(s) to the Hirer for the following period:

4.1. Starting Date _____

4.2. End Date _____

5. Rental Rate

5.1 The Hirer hereby agrees to pay the Company a rate of R 14 000-00 plus VAT, per month, on or before the 1st day of each month.

5.2 Monthly rental is payable in advance, and the first payment is due on _____

6. Insurance

6.1 The trailer(s) will be insured through the appointed financial broker of the company, and will be the responsibility of the company

6.2 The hirer is liable to pay for the insurance of the trailer(s)

6.3 The hirer will be responsible for insurance on the goods in transit

6.4 The hirer to complete Annexure D "*INSURANCE ANNEXURE*"

7. Deposit

The hirer agrees to make a deposit of R 20 000-00 with the company on the following date:

PRIOR TO TRAILER BEING HANDED OVER

8. Inspection of the Trailer(s)

The hirer agrees to have the trailer(s) ready for inspection by the company once a month at an Afrit approved dealer. Annexure A is a "*MAINTENANCE SCHEDULE*" which must be adhered and complied with.

9. Licence and Registration

The hirer will be responsible for the annual COF of trailer(s) and cost thereof.

10. Surety Ship and Resolution

The hirer must sign personal surety ship as per Annexure B

Schedule 2

Condition of Agreement of Trailer(s) Hire

- 1.1. The company hires to the hirer and the hirer hires from the company trailer(s) as stated in the schedule of charges and trailer(s) description above
- 1.2. The terms "trailer(s)" shall mean the trailer(s) is hereby hired with all its equipment and accessories and appurtenances, unless inconsistent with the context thereof.
2. The hirer shall pay the company, in advance and on demand the charges for hire, and the required deposit as set out in the schedule of charges above, but in any event no later than the date upon which the trailer(s) is returned to the company
 - 2.1. The deposit that is payable in advance will be used for wear and tear damage to the rental trailer(s).
3. The hirer shall pay the company on demand for the tyre wear of the trailer(s) while it is in the possession of the hirer. The tyre wear will be determined from the time the trailer(s) leaves the premises of the company to the time when it is returned to the companies premises at the end of the rental period.
 - 3.1. The hirer agrees and acknowledges that each and every tyre on the trailer(s) will be marked by the company. Such marking will uniquely identify that the tyre is property of the company
 - 3.2. The hirer agrees that if any tyre does need to be replaced for any reason whatsoever, that this will be for his own account, except where it is evident that the tyre has failed due to tyre defect and the tyre supplier has agreed that the defect is for the tyre suppliers' account
 - 3.3. The replacement tyre(s) must be of a quality of such that it does not cause damage to the trailer. The tyre may only be replaced upon notification to the company and the company's approval has been received by the hirer
 - 3.4. The hirer agrees that tyre wear will be determined on the following basis:
 - 3.4.1. The company will at the commencement of the rental agreement measure, the tyre tread depth of ever tyre and shall deem the average tread depth of the sum of all the tyres on the trailer(s) to be the starting pose
 - 3.4.2. Upon the return of the trailer(s) to the company's premises at the end of the hire period, the tread depth will again be measured and the average tread depth of the sum of all the tyres will be deemed to the final tread dept. The hirer agrees that the lowest tread depth of each tyre will be used for this purpose. The difference between the average tread depth at the commencement and the termination of the rental will be deemed to be the tyre usage.

3.4.3. The hirer agrees that the tyre usage will be payable to the company at the rate stated below.

The trailer(s) will be supplied with new recap tyres and spare wheel. Record will be kept of make, size and serial number by the company.

3.4.4. The average depth of new recap tyres is approximately 15mm, on return the tyres of this trailer(s) will be inspected and measured. An average depth of tread will be taken and charged at R215,00 for a virgin and R124 for retread tyre per mm used & multiplied by number of tyres on the trailer(s). This amount is for the hirer's account payable in full return of the trailer(s)

3.4.5 Annexure C is a cost schedule from Kilo Treads. The trailers MUST be inspected once per month by Kilo Treads – the cost thereof will be for the hirer.

4. The hirer hereby acknowledges that the trailer(s) was collected from the company premises in good order and repair with all its accessories and appurtenances, and in a roadworthy condition. Responsibility for the trailer(s) shall pass to the hirer when the trailer(s) leaves the company's premises.

5. The company shall not be obliged to allow any extension of time of the specified period of hire. Should the hirer wish to extend the term of hire, they shall notify the company in writing within 1 calendar month. In the event of the company agreeing to the extension, such extension shall be on the same terms and conditions as set out herein and the hirer shall furthermore pay the additional charges in advance. Should the trailer(s), due to any emergency or other reason whatsoever, be returned later than the due time in terms of this agreement, the hirer agrees to pay an additional rental of R2000,00 per day that the trailer(s) is within the possession of the hirer outside the date and time specified, unless written prior arrangements have been made and confirmed by the company.

6. The hirer indemnifies and holds harmless the company against all claims of whatsoever nature and howsoever arising which may be made against the company resulting from use of the trailer(s) or the manner in which it is driven while in the possession of the hirer, including claims which may be attributable to the acts or omissions of the company

7. In the event of the trailer(s) being stolen and/or damaged for whatsoever reason while it is in the possession of the hirer, the hirer shall be liable in the sole and absolute discretion of the company to pay the total amount of such damage and/or loss to the company. The hirer acknowledges that he is aware that the trailer(s) is to be insured by the company.

Notwithstanding the afore going, the hirer shall be liable for the payment of result of a collision or any other cause whatsoever. The insurance policy including any payable excess amount also applies to third party damage as a result of such collision. In addition it is agreed that the hirer will be responsible for its own goods in transit insurance over. The hirer undertakes to notify the company immediately of such occurrences, and to comply with any lawful instructions.

8. If it appears upon return of the trailer(s) to the company that is necessary, in the sole and absolute discretion of the company to affect mechanical repairs of whatsoever nature thereto, the company shall forthwith cause the repairs to be effected and shall have the right to hold the hirer liable for the costs thereof. In such event or in the event of the trailer(s) being damaged in a collision, the hire of the trailer(s) shall be deemed to continue until the date upon which the company is informed by its insurers that the trailer(s) has been damaged beyond economic repair and the hirer shall be obliged to pay the company the basic rental from the time of delivery of the trailer(s) to the company until the date aforementioned.
9. The company shall not be held liable for the loss of or damage to any property left or transported in or upon the trailer(s), irrespective of whether or not the loss and/or damage resulted from the negligence of the company, its agents or employees. The hirer hereby assumes full responsibility for such loss or damage, and waives all its claims against the company arising there from, and the hirer hereby agrees to indemnify the company, its agents or employees. The hirer assumes full responsibility for such loss and/or damage, and waives all claims against the company arising there from, and the hirer hereby agrees to indemnify the company in respect of all claims arising there from.
10. The hirer undertakes on demand to provide the company with his duly appointed driver's licence and public driver's permit. Such licence P.D.P. will be the current and valid in the Republic of South Africa, and the hirer undertakes to exhibit his licence to the company whenever required to do so, the hirer furthermore warrants and undertakes that he shall not permit the trailer(s) to be driven by any person who is not in possession of a valid driver's licence. (Minimum 23 years of age). No other person other than the hirer or his duly appointed driver shall drive the trailer(s) during the period of hire, and any extension thereof, without the written approval of the company first being obtained.
11. In the event of the hirer affecting any repairs to the trailer(s) without the prior written authority of the company first having being obtained, the costs of such repairs shall be borne by the hirer

12. The hirer undertakes that he will not sub-let the trailer(s) and that it will not be used by him or any other person for racing, rallying or in the competition of any kind, or for the carriage of passengers for reward or in any matter which is likely to damage it.
13. The hirer shall not convey articles in the trailer(s) which may cause damage to the trailer(s)
14. The hirer undertakes to return the trailer(s) to the company for lubrication service every 15000km after delivery of the trailer(s) to him. The costs of such service and materials used in connection there with shall be borne by the hirer. The hirer acknowledge(s) that the trailer(s) are equipped with a new spare wheel
15. The company shall not be responsible for any contravention of any Laws, whether traffic or otherwise or for any traffic fines incurred by the hirer whilst the trailer(s) is in possession of the hirer.
16. In the event of a breach of any of the terms and conditions of this agreement by the hirer or any person who drives the trailer(s) during the period of hire, or extension thereof. Or if in the sole and absolute discretion of the company the hirer of any such person is an incompetent driver or utilizes the trailer(s) in a manner of prejudicial to the company, then in its sole and absolute discretion the company shall be entitled to forthwith terminate this agreement and resume immediate possession of the trailer(s) without prejudicial to its rights to claim from the hirer the prescribed rental and or damages suffered by is as a result of the breach of contract or prejudicial use of the trailer(s) including any consequential and or prospective damaged which it may have suffered. In such event, the hirer shall be responsible for payment of all cost including the legal cost on the scale as between attorney and client in connection with the recovery of possession of the trailer(s) by the company. In the event of it being necessary for the company to institute legal proceeding for the recovery from the hirer of any amount due in terms hereof, the latter in such event shall be liable for the legal costs of such proceedings on the scale as between attorney and client and shall furthermore be liable for collection commission at the rate of 10% on all amounts recovered.
17. The hirer hereby undertakes to pay interest at the rate of 2,5% per month to the company upon demand in respect of all overdue amounts payable in terms of the agreement from the date upon which such amount became due and payable until the date of payment

18. The company shall not be obligated to place another trailer(s) at the disposal of the hirer in the event of the trailer(s) being damaged, stolen or rendered unfit for use
19. The hirer shall not drive the trailer(s) beyond the borders of the Republic of South Africa.
20. The hirer hereby warrants, agrees and undertakes:
 - 20.1. That they are familiar with the provisions of the National Road Traffic Act, 1996, as amended the respective Provincial Road Traffic Ordinances
 - 20.2. That they will not contravene the provisions of the said Road Traffic Act Ordinances
 - 20.3. That they will obtain all necessary permits authorizing road transportation in terms of the said Road Traffic Act, and will at all times comply with all the terms and conditions of such permits.
 - 20.4. That they will immediately inform the company in writing of any prosecution or pending prosecutions against the hirer, the driver of the trailer(s) of the company under the said Road Traffic Act or the respective Road Traffic Ordinances
 - 20.5. That they will immediately inform the company in writing should the trailer(s) be confiscated or detained under the Road Traffic Trailer(s) Act or Road Traffic Ordinances
 - 20.6. That they will pay all legal costs on an attorney/client scale and other costs or expenses incurred by the company in defending any criminal action brought against the company, the hirer or the driver, resulting from the use of the trailer(s), or any proceedings instituted by the company or expenses incurred by the company in avoiding forfeiture of the trailer(s), or any fines imposed as a result of the use of the trailer(s)
 - 20.7. That they will indemnify the company against any loss sustained by the company and occasioned by the forfeiture or detention of the trailer(s) under the Road Traffic Act, including loss of revenue arising there from.
 - 20.8. That neither they nor the driver will admit guilt or pay any penalty or fine on their own behalf or on behalf of the company in respect of infringement of the provisions of the said Road Traffic Act or respective Road Traffic Ordinances, without the prior written consent of the company
 - 20.9. To utilise the hired trailer(s) for legal purposes only, and should the trailer(s) in any way be impounded, seized or confiscated by the South African Police or any like body the hirer hereby indemnifies the company and undertakes to pay any damages which may be suffered by the company as a result of the said impounding, seizing and/or confiscation and also for all legal charges including collection charges on an attorney and client scale

21. The hirer hereby acknowledges that the deposit paid will be utilized in the event of a trailer(s) not being returned in the same condition as it was taken initially.
22. The Hirer agrees to sign personal surety ship for the insurance of the trailer(s)
23. No alteration or variations of any of the terms of this agreement shall be binding upon the parties unless contained in writing and signed by both the company and the hirer
24. The parties to this agreement hereby consent to the jurisdiction of Magistrate's Court having jurisdiction over its person, irrespective of the amount in the dispute, but the company will not be obliged to institute action in the Magistrate's Court, and may elect to institute legal action in the High Court and the client will be held liable for legal fees on an attorney client basis.
25. Any indulgence by the company in regard to the strict compliance by the hirer with the terms and conditions of this agreement shall in no way be taken as a waiver on the part of the company of its rights hereunder, and it shall be entitled at all times to call upon the hirer to comply with all or any of the terms and condition hereof.

I hereby acknowledge that I have read and agree to the Condition of Agreement of Trailer(s) Hire.

Signed at _____ on this _____ day of _____



1. _____
Full Names and Surname
Of signatory on behalf of the hirer

I.D. Number _____

Signature on behalf of hirer

Date _____

2. _____
Full Names and Surname
Of witness

I.D. Number _____

Signature of witness

Date _____

3. _____
Full Names and Surname
Of signatory on behalf of the company

I.D. Number _____

Signature on behalf of company

Date _____

4. _____
Full Names and Surname
Of witness

I.D. Number _____

Signature of witness

Date _____



29 Oktober 2012

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Vat reg: 4050 111 210

Cee Vee Transport Consultants SA (Pty) Ltd

Insake: Prysvoorlegging

Call out	- Normal	R 200.00
	- A/ Hours	R 350.00
	- Sundays	R 400.00
Wheel Rotation / Wheel		R 65.00
Truck Puncture Repair		R 175.00
Labour	- Normal	R 180.00
	- A/ Hours	R 290.00
Branding Iron		
	- Gas	R4400.00
	- Electrical	R3600.00
	-Lettering	R 300.00

Alle pryse sluit BTW uit.

Skakel my gerus indien daar enige verdere navrae in die verband is.

Met dank

Hennie Smit
082 320 5969



3 MAINTENANCE SCHEDULE

The following operating instructions are general instructions for every AFRIT trailer.

SUBJECT	Initial 50km	Daily 1 000km	Weekly 3 000km	Every month 10 000 km	Six month 50 000 km	Yearly 100 000km	RUNNING GEAR			BRAKE SYSTEM			GENERAL				
Check tyre pressure.	*	•															
Check for irregular tyre wear and damage.				•													
Rotate tyres.				•													
Check tyre valve cap.			•														
Check and torque wheel nuts.	*		•														
Check and torque suspension bolts and nuts.			*		•												
Check wheels.					•												
Replace worn bushes and worn parts of leafspring suspension.					•												
Replace sagged and broken spring blades.					•												
Check functioning of shock absorbers.					•												
Visual inspection of air springs.					•												
Check and replace worn air suspension wear pads.					•												
Adjust ride height of air suspended trailers.					•												
Check and adjust axle bearing play.	*				•												
Clean, lubricate or replace axle bearings and seals.					•												
Check and adjust wheel alignment.				*													
Check operation of brake chambers and slack adjusters.	*			•													
Lubricate S-cam bracket, torque plate and slack adjusters.				•													
Lubricate brake anchorpin nipples.				•													
Check or replace brake linings and brake drums.					•												
Check brake system for air leaks.	*			•													
Clean airbrake line filters.				•													
Drain air reservoir.				•													
Check wear on kingpin.																	
Check torque on kingpin, fifth wheel and turntable bolts and nuts.	*				•												
Clean and re-grease rubbingplate, kingpin and fifth wheels.					•												
Check jaw wear on fifth wheel.					•												
Check wear on tow hitch eye and tow hitch pin.					•												
Check complete vehicle for structural defects.					•												
Check correct functioning of electrical lights.	*				•												
Pressure wash of complete vehicle.					•												

* Initial run in action. • Regular maintenance is to be followed after completion of the initial run-in actions.



"It has to be
Quality
&
It has to be
ON TIME"
says Alf

P.O. BOX 344, PENNINGTON, 4184

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INSURANCE ANNEXURE:

TRAILER RENTAL AGREEMENT

I/We, (Co. Reg No:)

Hereby warrant that the following truck tractor, vehicle registration no,
is comprehensively insured for the period of the agreement.

In the event of the contract period being terminated prior to the last day of the month, for any
reason whatsoever, Cee Vee Transport Consultants SA (Pty) Ltd reserves the right to charge
the hirer for the full calendar month's rental

This agreement signed at, on this day
of 20.....

.....
Signature

.....
Signature

.....
Name

.....
Name

.....
Designation
(Duly authorized to sign on behalf of the subcontractor)

.....
Designation

On behalf of:

On behalf of:

.....
(Company Name)

.....

DEED OF SURETYSHIP

I (name) _____ (ID) number _____
of (residential address) _____

_____ hereby bind myself in my private and individual capacity, jointly and separately, as surety for and co-principal debtor in solidum with _____ (name of business that is the account holder) in favour of _____ ("the Company") for the due performance of any obligation of the account holder and for payments to the company by the account holder of an amount which may at any time become owing to the Company for whatsoever cause and however arising.

This suretyship shall be a continuing covering suretyship which may be cancelled in writing by the Company and then only provided that all sums, whether due or not, owed by the account holder to the Company, have been paid in full.

I hereby renounce the benefits of the legal exceptions "non causa debiti", excussion, division and cession of action, with the force, meaning and effect of which I declare myself to be fully acquainted. I furthermore bind myself, mutatis mutandis, irrevocably to all of the standard terms and conditions of sale of the Company as stated in this document.

No alteration or variation of the provisions of this deed of suretyship or the conditions of sale shall be valid and effective unless agreed to in writing by the Company.

No relaxation, cession or indulgence granted by the Company under the conditions of sale or under this deed of suretyship shall act as a waiver of the Company's rights or in any way release me and the account holder from our liability to the Company.

Name _____ Signed at _____
on this the ____th day of _____ 20____

SIGNATURE

--

4 MAINTENANCE INSTRUCTIONS

The information contained in this section will aid the Afrit product owner to apply effective preventive maintenance. It will also help to discover and correct possible product problems at an early stage. Timely discovery and correction of problems will prevent unplanned and costly repairs and downtime.

The servicing and maintenance recommendations are for Afrit products running under normal transport conditions mainly on tarred highways. For use with abnormal loads or off-highway use, the frequency of servicing and maintenance must be increased to ensure reliable operation.

It is advisable to use only replacement parts supplied by the sales department of Afrit (Pty) Ltd or by the relevant O.E. suppliers, since the integrity of imitation parts might be of sub-standard quality.

4.1 TYRE CARE

Irregular and excessive tyre wear can be contributed to one or more of the following factors:

- Over- or under inflated tyres.
- Road conditions.
- Heavy overloading.
- Excessive axle bearing play ; worn bearings.
- Mis-aligned axles.
- Over-braking.
- Mis-matched tyres.
- Mis-mounting of tyres.
- Worn shock absorbers.
- Tyres scuffing.
- Incorrect tyre type.

Irregular **tyre wear patterns** will appear after an initial distance of $\pm 5\ 000$ km. In such cases, the advice of the relevant tyre manufacturer should be obtained with regard to the cause and correction of the problem. It is strongly advised that tyres are **rotated** every 10 000km.

4.16 SIDE CURTAINS

- Sliding type PVC curtains are fitted with steel or nylon rollers which run in roof mounted tracks or channels. The rollers should run dry in these **tracks** and must **never be lubricated**.
- PVC curtains must be cleaned every week as follows:

Cleaning process:

- Wet curtains sufficiently with water. (Curtains must be tensioned before wetting).
- Apply chemical/water mixture with low pressure application system.
- Allow to condition for ± 3 minutes to ensure chemical penetrate and soften dirt. (Maximum 5 minutes).
- Agitate curtains by means of a soft squeegee type sponge broom.
- Where excessive dirty spots are encountered, use a soft bristle broom to remove patches.

- Rinse curtains with cold water using hosepipe. Do not use pressurized water applicators.
- Allow curtains to dry. (Keep tarpaulin tensioned until completely dry).
- Repeat process if necessary.

Approved chemicals:

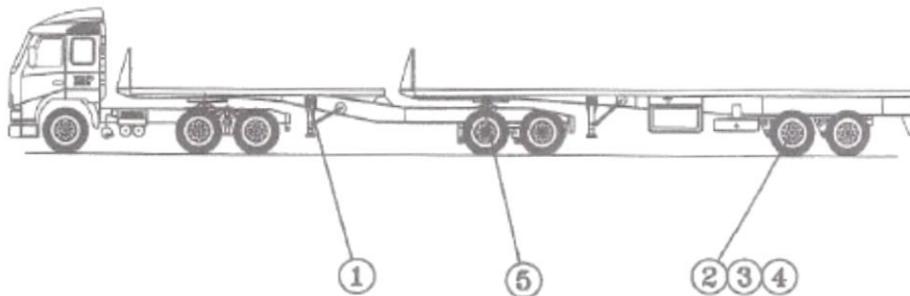
Chemical reference	Supplier	Usage ratio via low pressure application system
Micro 3000	Spring Chemicals	Ratio: 1 part chemical/20 parts water (5%)
Arrow Wax	Simchem	Ratio: 1 part chemical/20 parts water (5%)
Chassis Clean	Simchem	Ratio: 1 part chemical/20 parts water (5%)

Optimum cleaning conditions:

Optimum cleaning conditions are as follows:

- Products must NOT be cleaned in high temperature conditions. Cleaning should be conducted at maximum temperatures of 25°C. Ideally wash curtains under cover.

4.17 LUBRICATION CHART



Ref	Description	Type of grease	Sequence
1	Landing gear	Castrol Spheerol EP2 or Shell Alvania EP2	Every 10 000 km
2	Slack adjuster	Castrol LMX or Shell Retinax LX2	Every 10 000 km
3	S-Cam & Torque Plates	Castrol LMX or Shell Retinax LX2	Every 10 000 km
4	Axle hub bearing	Castrol LMX or Shell Retinax LX2	Every 100 000 km
5	5th Wheel, Kingpin, Wear ring & Lock Jaw	Castrol Spheerol EP2 or Shell Alvania EP2	Every week - uncouple

Greasing

On assemblies which are fitted with seals, use of high pressure grease guns can damage the seals; in such cases care must be taken not to lubricate excessively.

In general, grease until the dirty grease is expelled and clean grease is evident. Excess external grease must be removed.

In the case of brake camshaft bearings, great care should be taken to avoid grease contamination of the brake shoes. Only **Shell Alvania EP 2** or **Retinax LX2**, or equivalent grease should be used on all axle assemblies.