

RENNIES SHIPS AGENCY (PTY) LTD
Registration No. 1999/012438/07
STANDARD TRADING TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1 In these Conditions, unless the context indicates otherwise, the following words have the following meanings:
- 1.1.1 "Abandoned Goods" means Goods in respect of which Rennies has provided, or is providing, the Services and which you or your designated recipient has not collected at the relevant time and place;
- 1.1.2 "these Conditions" means these Standard Trading Terms and Conditions, as amended or supplemented from time to time;
- 1.1.3 "the Customer" or "you" means the person who appoints Rennies to provide the Services and/or the person to whom Rennies provides the Services;
- 1.1.4 "Customs" means the Customs and Excise Departments of the South African Revenue Service and/or the customs and excise authorities in any other country in which any of the Services are provided;
- 1.1.5 "Dangerous Goods" means radio-active materials, Goods which are or may become perishable, dangerous, inflammable or noxious, or which by their nature may injure, damage, taint or contaminate, or in any way whatsoever adversely affect any person, goods or property, including Goods likely to harbour or attract vermin or other pests;
- 1.1.6 "the Goods" means any goods in respect of which Rennies provides the Services, and includes any container, transportable tank, flat pallet, package or any other form of covering, packaging, container or equipment or transport device used in connection with or in relation to such goods.
- 1.1.7 "Rennies" means Rennies Ships Agency (Pty) Ltd, trading as John T Rennie & Sons, Freightmarine Shipping, Richards Bay Steamships, Combine Ocean and Freightbulk;
- 1.1.8 "the Services" means any services provided to the Customer by Rennies or by any Supplier appointed by Rennies to do so;
- 1.1.9 "Suppliers" means any third party with whom Rennies contracts as your agent, to provide any or all of the Services and includes, but is not limited to, ship's chandlers,

vendors of all types of goods, repairers, road, rail, air or sea carriers, other ships' agents or brokers, stevedores and port and other authorities.

- 1.1.10 "Transport Documents" means all documents which Rennies requires to provide the Services, including bills of lading, warehouse and/or forwarding receipts, air and sea waybills, consignment and delivery notes and container movement or transport orders.
- 1.2 No agreement varying, adding to, deleting from or cancelling these Conditions (including this clause), and no waiver of any right under these Conditions, is effective unless it is recorded in writing and signed by both parties.
- 1.3 If any provision is followed by the word "including" and specific examples, those examples must not be interpreted as limiting the general meaning of that provision.
- 1.4 Unless inconsistent with the context, words signifying any gender include the other gender and the neutral, words signifying the singular include the plural and vice versa and words signifying natural persons include juristic persons and vice versa.
- 1.5 A party which relaxes any of its rights in terms of these Conditions at any time does not prejudice or waive those rights (unless it is a signed written waiver) and that party may exercise its rights thereafter as if it had not relaxed them.

2. **APPLICATION OF THESE CONDITIONS**

All Services provided by and/or procured by Rennies are subject to these Conditions. Unless Rennies specifically agrees in writing otherwise no other terms [which conflict with these Conditions, including your standard trading terms and conditions] shall apply. In the event of a conflict, these Conditions will prevail.

3. **AUTHORITY TO CONTRACT**

- 3.1 If you request the Services on behalf of a third party, you warrant that you are authorised to appoint Rennies to provide the Services in accordance with these Conditions.
- 3.2 You warrant that you are either the owner, or the authorised agent of the owner, of any Goods, or are duly authorised to deal with the Goods as principal and to instruct Rennies to provide the Services.

4. **AGENT OR PRINCIPAL**

- 4.1 Rennies may at its election act as principal or agent when performing the Services. Unless Rennies expressly elects to act as a principal in performing the Services, Rennies provides all Services in its capacity as your agent.

-
- 4.2 Rennies, when acting as a principal, may either perform the Services itself, or may appoint any Supplier of its choice to perform all or any of the Services.
- 4.3 Where Rennies acts as your agent when it appoints Suppliers to perform all or any of the Services, it may contract with Suppliers on any terms and conditions agreed by Rennies and the Supplier, including the Supplier's standard trading terms and conditions, whether or not they are inconsistent with these Conditions.
- 4.4 Rennies is not liable to you or anyone else for any act of, or omission by, any Supplier who performs any of the Services in terms of a contract which Rennies has concluded with that Supplier, whether as principal or as your agent.
- 4.5 Rennies is not liable to any Supplier for any amounts which a Customer owes to the Supplier in relation to Services which the Supplier has performed for a Customer.

5. **ACCEPTANCE OF BENEFITS**

- 5.1 Rennies accepts all benefits and all defences contained in any Transport Documents and/or agreements with, or terms and conditions of, any Suppliers with whom Rennies contracts to provide the Services, to the extent that the Transport Documents and agreements confer any benefit on Rennies.
- 5.2 Rennies, on behalf of the Suppliers, accepts all benefits and all defences contained in these Conditions and any agreements with, or terms and conditions of, any other Suppliers with whom Rennies contracts to provide the Services, to the extent that they directly or indirectly apply to such Suppliers.

6. **RISK**

The Services are provided by Rennies at your cost and risk.

7. **WARRANTIES & REPRESENTATIONS**

Rennies does not make any warranties or representations regarding the Services.

8. **CANCELLATIONS**

- 8.1 Rennies is not bound by your request for the Services until the earlier of the date on which Rennies commences providing the Services to you or any quotation provided to you by Rennies in respect of the Services is timeously accepted by you.
- 8.2 If you cancel or change the Services which you have requested Rennies to provide, you are liable for all charges and expenses incurred by Rennies up to and including the date

on which Rennies receives notice from you that you no longer require the Services, or that the Services you require have changed, as well as any penalties or other costs which may be imposed by Suppliers as a result of the cancellation of any Services.

- 8.3 If a Supplier terminates or cancels any contract for the supply of the Services for any reason, Rennies may also terminate or cancel the Services which it has undertaken to supply to you and which are subject to the contract cancelled by the Supplier and you will not have any claim against Rennies arising from, or in connection with, that cancellation. You are liable for all charges and expenses incurred by Rennies up to and including the date on which Rennies terminates or cancels the Services which it undertook to supply to you, including any penalties or other costs which may be imposed by Suppliers as a result of the cancellation of any Services.

9. INSTRUCTIONS

- 9.1 You must timeously provide Rennies with all the documentation, information and Transport Documents which it requires to enable it to provide the Services, including any valuation or tariff determination issued by Customs for any Goods in respect of which Rennies is to provide the Services. All information must be in writing and be precise, clear and comprehensive.
- 9.2 You warrant that all information which you provide to Rennies in respect of the Goods and/or the Services, including the information contained in your Transport Documents, is complete, accurate and true.
- 9.3 If any of the information which you provided to Rennies changes at any time, you must immediately notify Rennies thereof in writing and you are responsible for all the consequences of that change.
- 9.4 You must include in your instructions, any specific or special packing, storage, delivery or other requirements relating to the Goods and/or the Services.
- 9.5 If Rennies is required to complete any Transport Documents on your behalf, Rennies does so at your own risk and is not in any way liable for any loss or damage which you suffer as a result of any incorrect particulars recorded therein.
- 9.6 Rennies is otherwise not responsible for any errors in your Transport Documents, or any loss or damage you may suffer as a result of such errors.
- 9.7 If you provide Rennies with incorrect instructions, you will be responsible for all wasted costs incurred by Rennies in carrying out those incorrect instructions.

-
- 9.8 Rennie is not bound by any oral instructions, general instructions or instructions which it receives late, but Rennie may act on those instructions if it chooses to do so.
- 9.9 If you do not provide Rennie with the information which it needs to provide the Services:
- 9.9.1 Rennie may decide when and how to perform the Services or any part thereof; and
- 9.9.2 Rennie is not obliged to:
- 9.9.2.1 declare the nature or value of any Goods to any Supplier or other third party; or
- 9.9.2.2 request any special protection or cover from, or give special delivery instructions to, any Supplier in respect of any Goods considered to be dangerous and/or hazardous and/or which require special handling and/or storage.
- 9.10 You are responsible for, and indemnify Rennie against, any claims made against Rennie because it carries out your instructions.
- 9.11 Despite the other provisions of this clause 9, Rennie may, at your cost, depart from your instructions at any time if it decides, in its sole discretion, that it is necessary to do so and Rennie is not liable to you or anyone else, for any claims arising from or in connection with that departure.
- 9.12 Any information which Rennie provides to you or any carrier in connection with the reporting of pre-arrival and pre-entry information under the Merchant Shipping (Maritime Security) Regulations, 2004, is provided by Rennie for information purposes only. Rennie is not liable for any claim whatsoever for damages or otherwise arising from the carrier's failure to timeously transmit complete and correctly formatted pre-arrival and/or pre-entry information.
- 10. SPECIAL ARRANGEMENTS**
- 10.1 Unless Rennie agrees otherwise in writing, Rennie will not provide any Services in respect of bullion, coins, banknotes, securities or other currency, precious stones, jewellery, valuables, antiques, artwork, human remains, livestock or plants.
- 10.2 If you deliver any such Goods to Rennie or cause Rennie to handle or deal with any such Goods otherwise than with Rennie's prior written consent, Rennie shall not be liable for any act or omission, whether negligent or otherwise, in respect of such goods.

11. DANGEROUS GOODS

- 11.1 You must obtain Rennies' prior written consent to providing any Services in respect of Dangerous Goods.
- 11.2 You warrant that all Dangerous Goods, and the case, crate, box, drum canister, tank, flat, pallet, package or other holder or covering of such Goods, will comply with any applicable laws, regulations or requirement of any authority or carrier and that the nature and characteristics of such Goods and all other data required by such laws, regulations or requirements will be prominently and clearly marked on the outside cover of such Goods.
- 11.3 If any Dangerous Goods are delivered to Rennies, Rennies may for such reason as it deems fit (including, without limitation, the risk to other goods, property, life or health), destroy, dispose of, abandon or otherwise deal with those Goods at your risk and expense and will not be liable to you as a consequence thereof. Rennies may recover from you on demand, its charges and/or fees including the costs of such destruction, disposal, abandonment or other dealing with the Goods.
- 11.4 You indemnify Rennies against all loss, liability or damage which it may suffer in providing Services to you in respect of Dangerous Goods.

12. PACKAGING REQUIREMENTS

- 12.1 You warrant that all Goods in respect of which you require Rennies to provide the Services shall be properly, adequately and safely packed and clearly labelled and marked as required by law.
- 12.2 If Rennies agrees to package any Goods and/or pack them into any container, you must provide Rennies with precise and complete instructions regarding your packaging, labelling and other requirements. Rennies shall perform all such packaging and packing at your cost and risk.

13. QUOTES AND ESTIMATES

- 13.1 Rennies is not bound by any quotation which it provides to you in respect of the proposed Services.
- 13.2 Rennies may at any time cancel any quotation or estimate which it provides to you in relation to the Services if it becomes impractical or uneconomical for Rennies to perform the Services at the quoted or estimated rate.
- 13.3 If the quote or estimate which you have accepted contains any foreign currency based costs, Rennies will issue you an invoice in Rands in which those costs will be adjusted in

direct proportion to changes in exchange rates or increases in amounts payable to Suppliers or other third parties in respect of the Services.

- 13.4 You will not have any claim against Rennies for any loss or damage which you may incur as a result of Rennies cancelling or amending its quotation or estimate.

14. DUTIES, TAXES, LEVIES AND OTHER DISBURSEMENTS

- 14.1 You are liable for all duties, taxes, charges, imposts, levies, deposits, fines, penalties and other disbursements levied by or payable to any Supplier or applicable authority in relation to the Goods and/or the Services, and for all increases in such disbursements.

- 14.2 You must on request by Rennies, pay to Rennies in advance, the amount of any disbursements which Rennies estimates that it will be required to pay to any third party on your behalf in relation to the Services.

- 14.3 Rennies is not obliged to pay any disbursements on your behalf unless it has received sufficient funds from you for the payment of such disbursements.

- 14.4 Rennies may refuse to commence or may discontinue providing Services to you if you fail to make payment of the estimated disbursements on request by Rennies, and shall not be liable for any loss or damage which you suffer as a result thereof.

- 14.5 You indemnify Rennies against any liability in respect of any disbursements which Rennies incurs in relation to the Services provided to you.

- 14.6 Rennies is entitled to the benefit of any discounts, commissions and other allowances and is not required to disclose or account to you for such amounts.

15. COLLECTION OF EXPENSES AND C.O.D

- 15.1 If Rennies agrees to collect freight, duties, charges or other expenses from your intended consignee or any other person, you remain responsible for such expenses if they are not paid by such consignee or any other person immediately when due.

- 15.2 If Rennies agrees to collect payment from your consignee or other person on delivery, Rennies does so at your risk and cost and will not be liable for any non-payment by such consignee or other person.

16. PAYMENTS TO RENNIES

- 16.1 Except to the extent that these Conditions provide otherwise, you must pay all amounts due to Rennies for the Services, plus Value Added Tax at the applicable rate:

-
- 16.1.1 immediately on presentation of Rennies' invoice, or if Rennies has agreed to provide the Services to you on credit, on such terms for payment;
- 16.1.2 in the currency specified by Rennies;
- 16.1.3 without deduction or set-off and free of all bank charges;
- 16.1.4 by electronic funds transfer into the bank account nominated by Rennies on the invoice.
- 16.2 Your obligation to pay for the Services is only discharged when Rennies receives the whole amount payable as freely available funds in its nominated bank account.
- 16.3 Interest at the maximum permissible rate in law will be levied on all amounts which are not paid by the due date for payment.
- 16.4 Rennies may allocate any payment which you make to reduce or settle any amount which you owe to Rennies in terms of any contract.
- 16.5 If Rennies agrees to allow you to pay for the Services in instalments, or on credit subject to agreed payment terms, and you fail to pay any instalment when due, the full amount outstanding will immediately become due, owing and payable.
- 16.6 Rennies may at any time stop providing the Services to you and/or may withdraw your credit facilities if you fail to make payment for the Services on the due date for payment thereof.
- 16.7 You are liable for the full cost of the Services provided by Rennies:
- 16.7.1 if you cancel your request for the Services later than the period provided for in clause 8;
or
- 16.7.2 if the Services are carried out in accordance with incorrect instructions provided by you.
- 16.8 Rennies may deduct from any amounts which Rennies owes you, any amounts which you owe to Rennies, whether or not they are liquidated. Where the amounts which you owe Rennies are unliquidated, within 10 business days of any dispute relating to that amount being finally resolved, the parties must make any payment required as a consequence.

17. **RECOVERY OF AMOUNTS INCORRECTLY PAID**

- 17.1 If for any reason, Rennies pays any duty, tax, levy, railage, wharfage, freight, cartage or other disbursement on your behalf in an incorrect amount, or such disbursement is levied

in an incorrect amount, Rennies will not be liable to you for the amount of the overpayment unless:

- 17.1.1 you advise Rennies in writing that an incorrect amount has been paid or levied within 60 days of the date of such payment, in order to allow for Rennies to recover the amount overpaid;
- 17.1.2 you do all that is necessary to assist Rennies to recover the amount incorrectly paid or levied.
- 17.2 The fact that you may not be aware of the incorrect payment does not interrupt the time in which you must advise of an incorrect payment being made.

18. **BENEFIT OF DISCOUNTS**

Rennies is entitled to the benefits of any discounts which it may obtain and to retain and be paid all brokerages, commissions, allowances and other remunerations of whatsoever nature and kind and shall not be obliged to disclose or account to the Customer for any such amounts received or receivable by it.

19. **INSURANCE**

- 19.1 Rennies is not a financial service provider and will not insure the Goods.
- 19.2 If instructed in writing to do so, Rennies will introduce the Customer to a financial service provider which is licensed to arrange insurance of the Goods in terms of the Financial Advisory and Intermediary Services Act No. 37 of 2002.
- 19.3 Should any insurer dispute its liability in terms of any insurance policy in respect of any goods, recourse shall lie against the insurer only, and Rennies will not accept any responsibility or liability whatsoever in relation thereto.

20. **COUNTING AND INSPECTING THE GOODS**

- 20.1 Rennies is not obliged to count, inspect or examine any Goods in respect of which it provides the Services.
- 20.2 If Rennies agrees to count, inspect or examine any Goods, it will not be liable for any error in such counting, even if that error results from Rennies' negligence. Rennies may charge you a fee for counting, inspecting and/or examining your Goods.

21. WAREHOUSING

- 21.1 Rennies may, whether on direction of any authority, in accordance with customary practice or as Rennies deems appropriate, in the course of providing the Services to you, warehouse or otherwise hold your Goods at your risk and cost.
- 21.2 Where Rennies itself provides a warehousing Service, whether in premises owned, leased or operated by it, or in premises operated by a third party, all Goods are received, stacked, stored, moved, dispatched and otherwise handled, at your risk and cost. Rennies shall not be liable to you as a bailee or deposittee.
- 21.3 If the Goods are stored in a Customs licensed facility, you must remove the Goods from such facility within the prescribed time periods.
- 21.4 If you fail to remove the Goods, or the Goods are not cleared by Customs in anticipation of being removed, within 14 days of the date on which the prescribed time period expires, then Rennies may without notice to you or your intended consignee, clear the Goods at your expense and recover the cost of doing so from you on demand.
- 21.5 If the Goods cannot be cleared, Rennies may treat the Goods as Abandoned Goods in terms of clause 24.

22. PERISHABLE GOODS

At your expense and without prior notice to you, Rennies may sell or dispose of any perishable Goods in accordance with clause 23, read with the necessary changes to the context, if:

- 22.1 those Goods are deteriorating or are likely to deteriorate;
- 22.2 those Goods are insufficiently addressed or marked;
- 22.3 the person to whom they belong, or are to be delivered, cannot be identified; or
- 22.4 you fail to collect or accept delivery of the perishable Goods within 21 days after the date on which Rennies notifies you in writing to collect or accept such goods.

23. ABANDONED GOODS

- 23.1 Rennies may store any Abandoned Goods or any part thereof, at your risk and expense.
- 23.2 You hereby consent to Rennies selling, or abandoning to Customs or any third party (and in that event, recovering from you all related costs), all or any of, the Abandoned Goods

and recovering all amounts which you owe to Rennies for the Services in accordance with the provisions of clause 24, read with the necessary changes to the context.

24. LIENS

24.1 Rennies has a general and special lien over all Goods in respect of which it provides Services and any documents, refunds, repayments, claims and other items or amounts relating to those Goods, for all amounts which you owe to any Suppliers and/or to Rennies in respect of Services provided in relation to those Goods, and any past debt.

24.2 You consent to Rennies selling such Goods and other items or amounts by public auction or private treaty, without a court order authorising Rennies to do so, if any amounts which you owe to Rennies are not paid within 14 days from and including the date when Rennies sends you written notice that it is detaining the Goods and other items referred to in clause 24.1.

24.3 The proceeds of the sale referred to in clause 24.2, less the costs which Rennies incurs in respect of such sale, will be applied to reduce or settle any amounts which you owe to Rennies for the Services provided in respect of those Goods.

24.4 If, after the Goods have been sold:

24.4.1 there is any amount still owing to Rennies, Rennies may recover such amount from you; or

24.4.2 Rennies recovers more than the amount required to settle the amount which you owe to Rennies for the Services, Rennies will refund to you such excess.

25. WAIVER AND INDEMNITY

25.1 You waive any claim of any nature against Rennies which you may have, or in future acquire against Rennies and/or any of its Personnel and/or any Suppliers, arising out of, or in connection with, the loss, damage or destruction of the Goods and/or any loss, damages, claims and costs which you may suffer as a direct or indirect result of the Services provided save as provided in clause 26 below.

25.2 You indemnify Rennies against any claims of any nature made by any Supplier or other third party against Rennies and/or any of its Personnel and/or any Suppliers, arising from, or in connection with, the provision of the Services and which is caused in any way, including by the negligence of Rennies or its Personnel or Suppliers.

25.3 Notwithstanding anything else to the contrary herein contained, you indemnify Rennies against any loss, damages, claims or costs which Rennies suffers as a direct or indirect

consequence of storing and/or warehousing any Goods (including Dangerous Goods) in respect of which Rennies provides the Services.

25.4 Subject to clause 26 below, these waivers and indemnities in favour of Rennies and its Personnel are provided regardless of the cause of the loss or damage and notwithstanding that the loss or damage was due to the breach of the terms of any applicable contract or claim in delict.

26. **LIMITATION OF LIABILITY**

26.1 Despite any other provision of these Conditions, Rennies is not liable, in respect of any claim of any nature arising from the provision of the Services unless:

26.1.1 such claim arises from a grossly negligent act or omission on the part of Rennies or its Personnel; and

26.1.2 such claim arises at a time when the Goods in question are in the actual custody of Rennies and under its actual control.

26.2 If, for any reason, despite this clause 26 and any other provision of these Conditions excluding Rennies' liability for claims, Rennies is held to be liable for a claim, that claim is limited to the lesser of:

26.2.1 the value of the Goods evidenced by relevant documentation or declared for Customs purposes or for any purpose connected with their transportation, including the value of the Goods declared for insurance purposes;

26.2.2 double the amount of fees raised by Rennies for the Services in connection with the Goods, but excluding any amount payable to Suppliers and other third parties;

26.2.3 ZAR 100 000.00 (ONE HUNDRED THOUSAND RAND) for any one occurrence.

26.3 Notwithstanding the above, Rennies will under no circumstances be liable, in respect of any claim of any nature however arising, for indirect or consequential damages arising from the provision of the Services.

27. **NO CLAIMS AGAINST DIRECTORS AND EMPLOYEES**

The Customer shall not make any claim against any director, servant or employee of the Company which imposes or attempts to impose upon him any liability in connection with the rendering of any of the Services which are the subject of these Conditions and hereby waives all and any such claims.

28. TIME BAR

You will not have any claim of any nature against Rennies unless:

- 28.1 within 5 days of the date on which the Services concerned came to an end, or the date on which the incident giving rise to your cause of action occurred or should have come to your attention, you give Rennies written notice of your claim, setting out its full details; and
- 28.2 summons or an equivalent method of instituting action is served on Rennies within 9 months after the date on which the incident giving rise to your cause of action occurred.

29. GENERAL AVERAGE

You indemnify Rennies against any claims made against it of a general average nature and agree to provide Rennies with any security which Rennies may require in relation to such claims.

30. COMMON OR PUBLIC CARRIER

If Rennies transports any Goods as principal, it does so on the basis that it is neither a common carrier or a public carrier. The transportation of the Goods is undertaken at your risk and in accordance with these Conditions.

31. DISPUTES

If any dispute regarding these Conditions and/or the Services arises, including a dispute about the interpretation thereof and the termination of any contract in terms thereof:

- 31.1 you may not withhold payment of any amount which you owe to Rennies in terms of these Conditions; and
- 31.2 Rennies will be deemed to have performed its obligations in accordance with these Conditions until you prove the contrary.

32. LAW AND JURISDICTION

- 32.1 These Conditions and any agreement which you enter into with Rennies shall be subject to and construed in accordance with the law of the Republic of South Africa excluding the application of any rules of private international law which may render another legal system applicable.
- 32.2 If you are a peregrinus (foreign persona) you consent and submit to the jurisdiction of the High Court of South Africa, Kwa-Zulu Natal Local Division, Durban, for the determination of any dispute arising out of your contract with Rennies. .

32.3 The consent to jurisdiction in clause 32.1 will not preclude Rennies from attaching or arresting an asset belonging to you in accordance with the Admiralty Jurisdiction Regulation Act No 105 of 1983, to obtain security for its claim, or otherwise, whether the claim is to be prosecuted in that jurisdiction or elsewhere.

33. NOTICES AND ADDRESSES FOR SERVICE

33.1 Any notice or communication in terms of these Conditions must be in writing to be effective and must be sent by hand, telefax or e-mail. The parties' choose their respective head offices as their *domicilium citandi et executandi* and in the case of Rennies, its head office address is that set out on its letterhead.

33.2 Notice is deemed to have been duly given on the date of delivery, if delivered by hand or on the date of dispatch, if sent by telefax or email.

34. LEGAL COSTS

If Rennies institutes legal proceedings against you to recover any amounts due by you to Rennies or for breach of these Conditions or enforcement of any of your other obligations, you will be liable for all legal costs incurred by Rennies on an attorney and own client scale, as well as collection commission and any agent's fees.

35. SEVERABILITY

If any provision of these Conditions is unenforceable, then Rennies shall be entitled to elect (which election may be made at any time) to sever such provision from the remaining provisions of these Conditions which shall not be affected and shall remain of full force and effect.

36. SPECIAL CONDITIONS RELATED TO ELECTRONIC DATA

36.1 Notwithstanding the provisions of any legislation or other law regulating electronic communications and transactions, Rennies shall only be deemed to have received electronic data and/or messages when such electronic data and/or messages have been retrieved, processed and read by the addressee.

36.2 Rennies shall not for any reason (including its negligence and/or the negligence of its employees) be liable for any loss or damage suffered by the Customer arising from or in connection with any incorrect information provided by Rennies to the Customer and/or any third party, regardless of the manner and/or form in which the incorrect information is provided, if such incorrect information has been generated by and provided to Rennies by any person with whom Rennies conducts business, and/or any other third party.

36.3 Rennie is not for any reason (including its negligence and the negligence of its employees) liable for any loss or damage arising from or in connection with any failure and/or malfunction of its computer systems and/or software programmes, provided and/or operated by Rennie and/or any third party, which systems include Rennie's electronic automated information service provided to its Customers.