

STANDARD TRADING CONDITIONS AND TERMS OF CARRIAGE (as amended May 2019)



TIME FREIGHT

A Division of DPD Laser Express Logistics (Pty) Ltd
Reg. No. 2006/033353/07
HEREAFTER REFERRED TO AS "THE CARRIER"

1. All articles are carried at owner's / customer's / sender's / receiver's ("the Client") risk and the Carrier accepts no liability for, and the Client hereby indemnifies and holds the Carrier harmless in respect of any loss or damage or any consequential loss or damage or loss of profits, of whatsoever nature or kind arising, directly or indirectly, out of the Carrier's carriage of the article, including arising from any negligence of whatsoever nature, on the part of the Carrier, its holding company, sub-contractors, or any of their agents. .
2. All charges are levied according to mass or volume per consignment (whichever is the greater) and not by value of the article/s carried unless agreed to the contrary, in writing, by the Carrier. To the extent that the Client selects the "limited liability" option on the Waybill or Online Request, then the Client will be liable to pay the Carrier an additional amount equal to 2% of the value of the article (as declared on the face of the Waybill or Online Request) plus VAT or the Carrier's current minimum charge, whichever is the greater.
3. The Client is solely responsible for procuring insurance cover over the article/s and in respect of the carriage services provided by the Carrier to the Client, in relation to such article/s.

4. THE LIMITED LIABILITY OPTION

4.1 The provisions of this clause are only of application to the extent that:

4.1.1 the Client has actually selected the "limited liability" option on the Waybill or Online Request; and

4.1.2 the article is not one of the following:

Cash, money, bank notes, stamps, deeds, travellers cheques, precious stones, precious metals, bullion, livestock, cellular phones, all mobile media electronic communication devices, watches, jewellery, declared or undeclared, all of which are excluded from this option.

4.1.3 the article is adequately packaged by the Client to withstand the normal rigours of transportation. Claims for loss or damage, of whatsoever nature or cause, arising due to inadequate packaging may be repudiated.

4.2 Subject to the provisions of clause 4.1 above, if the article is lost or damaged by the Carrier during the course and scope of its carriage thereof, the Carrier will, notwithstanding the provisions of clauses 1 and 5, be liable to the Client for the direct cost of replacing or repairing the lost or damaged article; provided that:

4.2.1 the Client has proven, to the reasonable satisfaction of the Carrier, that the article has been lost or damaged, and that such loss or damage was caused by the Carrier; and

4.2.2 the Client has paid the Carrier the additional fee referred to in clause 2 in relation thereto; and

4.2.3 the maximum liability of the Carrier to the Client shall, to the maximum extent permitted in law, be the lesser of the value of the article (as declared by the Client on the Waybill or Online Request), and R50,000 (Fifty

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Physical 241 Victoria Road, Pietermaritzburg • Postal PO Box 11441, Dorpspruit 3206
Directors P-MLJ Chavanne**, FGP Copigneaux**, C Favre-Lorraine**, ZN Kubukeli, PJ Hayes* (*British, **French)
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Thousand Rand); provided that if no such value is provided on the Waybill or Online Request, the value of the article shall be deemed to be an amount equal to R50 (Fifty Rand).

The effect of this clause is that the Client may have limited or no recourse against the Carrier in the circumstances referred to herein.



5. Without derogating from the provisions of clause 1, which shall prevail, should it nevertheless be held by a court of law/statutory body, that the Carrier has been negligent in any manner and is liable for any loss and/or damage, of any nature whatsoever, then the liability of the Carrier shall be limited to R100 (vat incl.) per kilogram subject to a maximum of R3 000 (vat incl.) per consignment carried, but in all cases shall not exceed the actual manufactured cost of the article/s in the consignment, or the mutually agreed cost of repairs, whichever is the lesser amount.
6. The Carrier shall have the right to refuse to accept a consignment or consignments, if such consignment/s is/are in the opinion of the Carrier, of a fragile nature, unpacked, insufficiently packed, high risk in nature or do not comply with the quantities as regulated by the Dangerous Goods Digest of SA, or any other regulated goods, declared or undeclared, but should it decide to:
 - 6.1 accept such consignment/s, then the provisions of clauses 1, 4 and 5, as the case may be will apply.
 - 6.2 accept a consignment as described in clause 4.1.2, the provisions of clauses 1 and 5 will apply.
 - 6.3 accept the consignment/s and agree to package or re-package the consignment/s, whether for reward or not, the provisions of clauses 1 and 5 will apply.
 - 6.4 accept the consignment/s at a time when the customer is not available to agree to package or re-package the consignment/s, whether for reward or not, the provisions of clauses 1 and 5 will apply.
7. Whilst the Carrier undertakes to use all reasonable endeavours to effect delivery of any goods at its receiving terminus, depot or any address, at the time advertised or promised by the Carrier, the Carrier does not guarantee that such goods will in fact be delivered at such promised or advertised times and without prejudice to the limitations of the Carrier's liability, in terms of clauses 1 and 5, the Carrier disclaims any and all liability for any consequence arising from the late or failed delivery of such article/s, for whatsoever reason, whether or not occasioned by the negligence of the Carrier of whatsoever nature.
8. Where payment for carriage, or any other service rendered by the Carrier, is made by cheque or any other means and such payment is not honoured on presentation, or the cheque returned "refer to drawer" through no fault of the Carrier, the drawer/payer agrees to compensate the Carrier, on demand, for all and any additional charges incurred by the Carrier in recovering such payment.
9. Where goods despatched for the account of the receiver, are not accepted on such a basis, the charges will revert to the account of the sender. Similarly, should the receiver decline to accept the Carrier's Standard Trading Conditions and Terms of Carriage, the acceptance thereof will revert to the sender.
10. C.O.D. (for value of consignment) means cash or cheque or both unless written notification to the contrary is received prior to despatch. C.O.D's. must be collected within 7 days of documentation. The Carrier accepts no liability for monies not collected within this time.

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11. A Storage Fee may be levied on goods not collected within 48 hours of arrival.
12. An **Excess Handling Surcharge** equivalent to 30% of our standard freight charge will be levied on your Quotation/Waybill in respect of any **Unpackaged or Unstackable** goods, as a consequence of the additional risks and handling associated with such items.
13. Where the invoice value for freight charges for a month is more than R1,00 but less than R200,00 (vat inclusive) an administration charge of R50,00 (vat inclusive) per month will be levied on your account.

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