



Pro Parcel, JET.X Couriers and Wesbank Transport)

CONDITIONS OF CARRIAGE

The following conditions will apply to each and every order, whether verbal, written or otherwise placed on and accepted by the carrier whether present or future and whether specifically referred to in such order or not and no order shall be executed otherwise than in terms hereof.

1. DEFINITIONS

- 1.1. "the company" means F.P. du Toit Transport (Pty) Ltd t/a Pro Parcel, Wesbank Transport or Jet-X Couriers (Pty) Ltd.
- 1.2. "the client" means the consignor / consignee.
- 1.3. "the goods" means the subject matter of the consignment appearing on the face of Waybill / Invoice / Delivery Note / load confirmation sheet and / or any other company documentation.
- 1.4. "dangerous goods" shall be those considered by the carrier as goods or substances that contains hazardous properties which, if not properly controlled, present a potential hazard to people, other living organisms, property, or the environment.

2. CHARGES

- 2.1. If the goods are consigned "pre-paid", payments shall be due by the client to the company immediately against the client's issue of instructions to the company, unless credit facilities, confirmed by the company in writing, have been arranged.
- 2.2. In the absence of credit facilities, the company will only execute the warehousing, transport and delivery of the freight, once the pre-pay charges have been paid.
- 2.3. If the goods are consigned "collect" the company will request payment from the consignee, but if full payment is not forthcoming for any reason whatsoever, the client on request shall pay the company's charges.
- 2.4. Where the company applies, unilaterally, a general increase to its freight rate or a general surcharge in respect of increased costs, and such increase or surcharge shall apply to all transactions and shall be accepted by the client on condition that the company has notified the client of such increase or surcharge.
- 2.5. Any quotation, deviating from the normal standard rates applicable to the type of transport in question, to bind the company, shall be given in writing and shall lapse if not taken up within 7 days thereafter. Any specially quoted rate shall be subject to rates increases and surcharges.
- 2.6. The client agrees to pay interest on overdue and unpaid charges to the company at a rate always equivalent to the ruling bank overdraft rates as applied by the company's bankers.

3. INSTRUCTIONS

- 3.1. The client shall ensure that the face of Waybill / Invoice / Delivery note is properly completed in every respect and shall be bound by the accuracy of descriptions, values and any other particulars furnished thereon and shall be deemed to have indemnified the company against all claims, penalties, damages, expenses and fine howsoever arising from any inaccuracy or omission.

4. PACKAGING

- 4.1. The client shall ensure that the goods are properly and sufficiently packed and securely contained, having regard to the nature and fragility of the goods and the danger of leakage of any substance or gas there from.
- 4.2. The client shall properly mark the parcel or container to show:
 - i. an accurate description of the goods;
 - ii. the name and street address of the consignee/receiver, and
 - iii. the name and address of the consignor/sender.
- 4.3. The client hereby indemnifies the company, holding it harmless and fully covered in respect of any damage the company may sustain and in respect of any claim made against it by the owners and / or consignors of other goods because of the client's failure to ensure proper and sufficient packing of its goods or as a consequence of having furnished an inadequate description of such goods.
- 4.4. The transporter does not accept transfer of ownership for any packaging material, including pallets, bins, totes, etc. unless otherwise agreed in writing

5. DANGEROUS OR HAZARDOUS GOODS

- 5.1 Unless otherwise agreed to in writing, the consignor warrants that the goods are fit for carriage in the ordinary way and are not dangerous or fragile and do not require special purpose vehicle for their conveyance.
- 5.2 In the event of the consignment of dangerous goods, as defined under aforesaid regulations, the client undertakes:
 - 5.2.1 to notify the company on or prior to delivery to it, or
 - 5.2.2 collection by it, of the precise nature and quantity of goods; and
 - 5.2.3 that the goods have been packed and labelled in accordance with the aforesaid regulations;
- 5.3 Notwithstanding anything to the contrary herein contained or implied, the client hereby indemnifies and holds the company harmless and fully covered in respect of any damage that the company may suffer, or any claim which may be made against it as a consequence of the consignment of dangerous or hazardous goods, howsoever arising even if the damage or claim is not attributable to the negligence of the client.
- 5.4 If in the opinion of the carrier any consignment or portion thereof (whether declared unfit for ordinary carriage or dangerous or not) becomes a danger to any person or property or otherwise unfit for carriage the carrier shall be entitled immediately and without notice to the consignor to dispose of the goods in question or to take such other steps as in its sole discretion it deems prudent to avert the danger or to avoid the consequences of such unfitness and any such disposal steps shall be deemed to be work done under this contract.
- 5.5 The carrier shall be deemed to have performed in terms of the contract and shall be entitled to payment of its full charges and costs including any costs incurred by it in disposing of such goods or taking other steps.

6. STORAGE

- 6.1. If for any reason, whether through the fault of the company or otherwise, there is a delay prior to transportation or in the delivery of the goods therefore, the goods shall be stored by the company who shall be entitled to raise storage charges according to the rates approved by the South African Shipping and Forwarding Agents Association, which charges shall be payable by the client on request.
- 6.2. Any goods stored by the company shall be stored at the risk of the client and the company shall not be responsible for any loss or damage howsoever arising, even if such loss or damage is attributable to the negligence of any employee or sub-contractor of the company.

7. C.O.D. DELIVERIES

- 7.1. It is not usual policy of the company to collect payment from a consignee on behalf of a client.
- 7.2. Where C.O.D. service has been arranged with the company, the company shall not be obliged to do more than to request payment from the consignee, but should payment not be received for any reason: -
 - 7.2.1. - the company shall still be entitled to deliver the goods to the consignee, and/or
 - 7.2.2. - the client has no basis to withhold payment of the company's charges.
 - 7.2.3. - Should the goods be stored by the company, or should additional transport occur as a consequence of a consignee's failure to collect or pay for any goods to be delivered on a C.O.D. basis, any such storage and transport charges shall be recoverable from the client and be paid on request.

8. SUBCONTRACTS, COMMISSION & ALLOWANCES

- 8.1. The company shall be entitled to contract with any airline, rail or road carrier service, or any other third party with regards to the carriage and storage of the goods.
- 8.2. The company may receive any commission, allowance or other remuneration from any third party in the course of the carriage, storage and handling of the goods and it shall not be obliged to account or disclose any such benefit to the client.

9. SPECIAL & GENERAL LIEN & PLEDGE

- 9.1. All goods and documents relative thereto, in addition to any refunds, payments, claims and other recoveries relative thereto, are subject to a special and general lien and pledge in favor of the company as a security for all amounts and charges due to it by the client, irrespective whether the client's liability relates to the goods so held or otherwise.
- 9.2. Subject to the notice under 9.3, if any payment to the company is due unpaid, the company may sell the goods in its possession by private treaty or public auction, at its sole discretion to any third party and for any consideration which the company deems appropriate, and thereafter to apply the proceeds of such sale in the reduction or discharge of the client's liability to the company.
- 9.3. Before selling the goods under 9.2, the company shall first send to the client a notice, by registered post, of its intention to sell the goods if the due payment is not made within 14 days of the date of dispatch of the notice.
- 9.4. Whilst any goods are being stored by the company in the exercise of the company's lien and/or pledge, the company shall be entitled to raise storage charges thereon at the rates approved by South African Shipping and Forwarding Agents Association which charges shall be added to the amount due by the client.

10. UNIDENTIFIED & UNCOLLECTED GOODS

10.1. Subject to 10.2, the company may sell or otherwise dispose of any goods, in a manner and for such consideration (if any) if, as the company deems appropriate, where: -

- 10.1.1. the goods cannot be delivered since the consignee and/or its address cannot be identified, or
- 10.1.2. the consignee refuses to collect or take delivery of the goods, for any reasons.

10.2. Before the sale or disposal of such goods, the company shall send notice by registered post to the client calling upon it to give clear instructions within a period of 14 days as from the date of dispatch of the notice.

10.3. Where the client cannot be identified, making it impossible for notice to be given under 10.2, then the company may sell or dispose of the goods under 10.1 after they have been unclaimed after a period of 24 days from the date upon which the goods were received by the company.

11. LIABILITY FOR LOSS OR DAMAGE

11.1. Goods In Transit(GIT) insurance to the value of N\$/R 2,500,000 per load is offered for all freight carried on any of our vehicles against losses caused by accidents, fire and hijacking. In case of a consolidated load, losses will be recoverable proportional to the value of the load, but not more than N\$/R 2,500,000 in total. This cover excludes precious metals, stones, bank and/or treasure notes, bullion, money, stamps, explosives of all kinds and livestock. Abnormal loads are covered to a maximum of N\$/R 5,000,000 and loads made up of tobacco products, cellular phones and portable electronic devices have cover to a maximum of N\$/R 1,000,000.

11.2. Any claim against the company by the client in respect of any loss other than caused by accidents, fire and hijackings (including consequential loss) for damage, short delivery or pilferage, however arising and even if attributable to the negligence or dishonesty of the company's employees, agents or sub-contractors, shall be limited to the sum of N\$/R 250.00 (Two Hundred and Fifty) per consignment/waybill.

11.3. The limitation of the company's potential liability under 11.2 applies to any consignment irrespective of value of the goods so consigned and even if such goods consist of bullion, coins, precious stones, banknotes, electronic equipment, jewelry, specialized equipment, glass, livestock or any other valuable article or document.

11.4. If any consignment has been insured (see optional insurance: paragraph 12), then the company may be liable to the client for any damage or loss sustained, but even then: -

- 11.4.1. the maximum compensation recoverable from the company shall be limited to the amount actually received from it by its insurers;
- 11.4.2. it shall not be permissible for the client to institute any legal proceedings against the company until such time as the company is in receipt of payment from its insurers in respect of the claim; and
- 11.4.3. the client shall not be entitled to withhold payment of the charges raised by the company pending resolution of any claim against the company's insurers.

12. OPTIONAL INSURANCE

- 12.1. It is the client's responsibility to effect insurance in respect of any loss or damage to the goods or services over and above the cover offered in paragraph 11 above to which this agreement relates, and in so doing the client shall nominate the carrier as co/insured in the policy.
- 12.2. Should the client require such insurance for goods handed to the company, the company can provide such insurance:
 - 12.2.1. To the value of the invoiced value of the goods, excluding any taxes, permits or any other fees, penalties or indirect cost at a rate of 2% of the invoiced value of the goods, or
 - 12.2.2. do so in terms of a specific written agreement between the company and the client.
 - 12.2.3. The written agreement will specify the type of insurance, the maximum liability of the company per event and/or per claim and/or per consignment, what is included and what is excluded under the insurance and the typical value and method of packaging of consignments.
 - 12.2.4. The agreement will also specify the cost/tariff payable for such insurance as well as the method of payment. In the absence of such a written agreement signed by both the client and the company, the company's liability to the client of a claim shall remain as provided in 11.2.

13. VOLUMETRIC CONVERSION FACTOR

- 13.1. Shipments are charged at the greater of either the actual or volumetric mass
- 13.1.1. Volumetric mass calculation: (length cm X breath cm X height cm)/5000.

14. FUEL SURCHARGE

- 14.1. A fuel surcharge is applied to all transactions except for airfreight.
- 14.2. As the price of diesel increase or decrease in the countries travelled to render the service, this surcharge is adjusted monthly.
- 14.3. The minimum level for the adjustment is 0%.
- 14.4. The fuel surcharge formula is available on request.

15. CLAIMS

- 15.1. Procedure and processes to be followed in the event of a short delivery (loss) or damaged goods:
 - 15.1.1. Waybill(s) should be endorsed at time of delivery and a claim must be submitted within 7 days of receipt of cargo by email of the intended claim. Alternatively, FPDT should be notified via email of a claim with reason why waybill have not been indorsed.
 - 15.1.2. A copy of FPDT delivery note (proof of delivery) and a tax invoice stipulating the complete and total value of goods must be attached to the claim.
 - 15.1.3. Full details of what caused the claim.
 - 15.1.4. Full name, phone/email contact details.
 - 15.1.5. Customer reference number (if applicable) with FPDT.
 - 15.1.6. Damaged cargo should be returned to FPDT before any settlement to be considered.
 - 15.1.7. FPDT aims to provide you with a satisfactory response within 10 working days.
 - 15.1.8. **Please submit your claim in writing to customer relations:**

Wesbank Transport by email: claims@wesbanktransport.com

JET.X Courier by email: wdh.jetxclaims@fpdt.na

Pro Parcel Distribution by email: proparcelclaims@fpdt.na

FP du Toit Transport -Long Haul division by email: fpclaims@fpdt.na

16. TERMS OF PAYMENT

16.1.1. The client undertakes to pay the company for services rendered in terms of the company's conditions of credit.

16.1.2. In the event of the client electing to suspend the service provided by the company, the client shall be liable to pay all outstanding monies to the company on demand.

17. DEMURAGE

17.1.1. The consignor shall be liable for any detention or delay of the carrier's vehicles, containers, bins, etc., caused by, but not limited to, inaccurate customs declarations, failing to load or offload vehicles on time without prejudice to the carrier's rights against any other person;

17.1.2. The consignor shall pay demurrage at a reasonable rate in respect of any vehicle, containers, bins, etc., so detained or delayed.

18. AUTHORITY

18.1. The signatory of the company's waybills on behalf of the client warrants that the person so signing has full authority of the client to conclude agreements of this nature under the conditions of business as described by the company in these conditions of carriage

19. THE WHOLE AGREEMENT & VARIATIONS

19.1.1. The terms and conditions contained herein, the terms and conditions of credit and the material and details completed on the face of each of the company's waybills/invoices, by the client comprise the whole agreement between the client and the company.

19.2. No verbal arrangement or agreement between the client and any employee of the company, purportedly on behalf of the company, at variance with the terms and conditions herein, or to modify such terms or include additional terms will be binding unless they are confirmed by the company in writing.

20. NON-PREJUDICE CLAUSE

22.1 Prior extension, indulgence or other relaxation by the company of its rights hereunder shall not prejudice the future exercise of such rights or constitute a waiver thereof.

Signed in _____ on this _____ day of _____ 20__.

CLIENT