



## FreightGuard Service Guarantee Terms & Conditions

October 2022

### **General**

1. NESW LOGISTICS will provide to the Customer a warranty against loss or damage to Goods during the Carriage and while the Goods are in the possession of NESW LOGISTICS, subject to the limitations and exclusions set out hereunder (the "FreightGuard Service Guarantee").
2. The FreightGuard Service Guarantee applies to all goods consigned on each Customer's unique account number. Customers cannot elect which consignments the FreightGuard Service Guarantee will apply to, and the FreightGuard Service Guarantee will apply to an account completely.
3. The Customer must pay to NESW LOGISTICS the applicable FreightGuard Service Guarantee charge.

### **FreightGuard Service Guarantee Claims**

4. Any claim under the FreightGuard Service Guarantee for damage to or loss of Goods ("Claim") must be submitted by the Claimant via the FreightGuard Online Claim form using via the relevant URL link

<https://freightguard.force.com/s/new-claim?vCarrierPrefix=NSW>

5. The Customer must notify NESW LOGISTICS in writing of any Claim within the following time limits:
  - a) where the Receiver has indicated in writing on the consignment note or has records that they have informed NESW LOGISTICS that loss or damage has occurred in respect of the Goods, within fourteen (14) days from the date of delivery of the Goods to the Delivery Address.
  - b) where the Receiver has acknowledged that the Goods have been delivered and received in good order and condition, within twenty-four (24) hours from the date of delivery of the Goods to the Delivery Address.
  - c) in respect of Claims for non-delivery, within fourteen (14) days after the date of dispatch specified for that consignment.
6. The Customer may only make one (1) Claim per consignment.
7. The Customer must provide to NESW LOGISTICS with any Claim, documentary evidence acceptable to NESW LOGISTICS (for example, receipt, cost price valuation or tax invoice) as proof of value of the Goods.
8. Where the customer makes a valid Claim and there are outstanding amounts owed by the Customer to NESW LOGISTICS, NESW LOGISTICS reserves the right to pay the Claim either directly to the Customer or as a credit to the Customer's account.
9. Claims will only be paid by NESW LOGISTICS in respect of any consignment after the Customer has paid all outstanding Freight Charges in respect of that consignment and where the Customer account with NESW LOGISTICS has been paid in accordance with the credit terms extended.

### **FreightGuard Service Guarantee Limitations**

10. The FreightGuard Service Guarantee is subject to the following limitations:
  - a) Claims are limited to loss of or damage to the Goods only. For the avoidance of doubt, the FreightGuard Service Guarantee does not cover any consequential loss or damage suffered by the Customer as a result of loss or damage to the Goods.
  - b) The maximum amount that may be claimed from NESW LOGISTICS under the FreightGuard Service Guarantee is the lesser of;

- i. the FreightGuard Service Guarantee Limitation Amount of R 5,000.00 and
  - ii. the cost price of the Goods, as supported by documentary evidence acceptable to NESW LOGISTICS (for example receipt, cost price valuation or tax invoice from the seller of the Goods).
- c) Freight charges relating to the consignment covered by the FreightGuard Service Guarantee shall not be included in the calculation of any amount payable under the FreightGuard Service Guarantee in respect of the Goods and any payment by NESW LOGISTICS arising out of any Claim made by the Customer will be inclusive of VAT.
  - d) Where a claim has been paid in full for goods damaged, NESW LOGISTICS reserves the right to take possession of the goods as salvage and to dispose of such goods as it sees fit.

#### **FreightGuard Service Guarantee Exclusions**

11. NESW LOGISTICS will not be liable for any Claims made by Customers in any of the following circumstances:
- a) Where the Customer has declined the FreightGuard Service Guarantee and has not paid the FreightGuard Service Guarantee charge;
  - b) Where the Customer fails to submit the Claim to NESW LOGISTICS within the relevant time limits set out above;
  - c) Where NESW LOGISTICS is in possession of an unendorsed proof of delivery form for the consignment;
  - d) Where the Goods consigned are Restricted Commodities, where "Restricted Commodities" means each of the following items:-
    - i. Tobacco products of all descriptions, money, bullion, credit cards, pre-paid cards, jewellery, watches, precious stones, furs, treasury notes, securities, stamps, patterns or manuscripts, plans, designs, explosives. Guns, Ammunition, Hazardous goods and Dangerous goods / materials; negotiable instruments; gemstones; wrought or unwrought metals; antiques; works of art; securities; drugs, refrigerated/perishable goods, furniture, household and personal effects.
    - ii. Secondhand goods that have not been declared as such to NESW Logistics, who reserves the right to inspect secondhand goods before acceptance and to delay the transit time by one day to effect such inspection.
  - e) Where NESW LOGISTICS in its reasonable opinion considers the Packaging of the Goods to be inadequate for rail or road transportation; in the event of a claim for damage, the receiver must retain all inner and outer packaging materials as well as the damaged goods. Failure by the receiver to retain the original goods and packaging at the original delivery location or the failure to make the delivered goods available for inspection, will invalidate the claim.
 

It is the customer's (the sender) sole responsibility to ensure that the goods are adequately prepared and packed for road transportation. This includes labelling for handling instructions and Dangerous Goods identification labels. NESW LOGISTICS will not be held responsible for the repackaging or labelling of such goods.
  - f) Where the Goods are determined by NESW LOGISTICS to have been defective prior to the Carriage;
  - g) Where damage, mechanical failure or other operational defect in the Goods could not, in the reasonable opinion of NESW LOGISTICS, have been caused by the Carriage;
  - h) Where NESW LOGISTICS fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of THE CARRIER' own employees or those of others and whether or not NESW LOGISTICS could have avoided the same by acceding to the demands of the employees responsible for such action), acts of God, war, terrorism, fire, flood, embargo, litigation, acts of government or any agency instrumentality or any political subdivision thereof or any other cause beyond the control THE CARRIER;
  - i) Where the goods have been lost or damaged as a result of derailments, collisions, overturning, armed robbery or hi-jackings.
  - j) Where the Goods have not been packed in the original manufacturer's packaging or the equivalent.
  - k) Where the Delivery Address is a post office box, a roadside drop or postal mailbox.

#### **Amendments to Terms and Conditions of Contract**

12. NESW LOGISTICS reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.