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TERMS AND CONDITIONS FOR FREIGHTGUARD

All business conducted by Tradezone Courier and Distribution shall be subjected to the following terms and conditions as stipulated below.

1. Definitions:

- a. "Carrier" means Tradezone Courier and Distribution.
- b. "Customer" means the party who contract with the carriage of goods.
- c. "Consignment" means the goods whether in bulk or contained in one or more packages as described in each waybill issued by the Carrier for dispatch in one load for the costumer from one address to another.
- d. "Contract" means each contract of each carriage entered into between the Carrier and the Customer.

2. Terms and Conditions of acceptance of Goods.

- a. The Contractor reserves the right to refuse to accept any goods for carriage, or part of any consignment.
- b. All the goods to be conveyed by the Contractor shall be accompanied by a waybill note, properly filled in by the costumer.
- c. Where the Contractor or its agent or employee signs a consignment note as an acknowledgement of the goods referred to herein, this document will not constitute proof of the quality of goods received, or the nature, content, weight or value of such goods have been properly packed, marked or described.
- d. Where the Contractor, it's agent or employee signs a document, issued by or on behalf of the Customer, consignor or sender of the goods, which contains conditions of acceptance, delivery of or conveyance of such goods, contrary of the terms and conditions of this Agreement, such signature shall not constitute of such terms and conditions, and the terms and conditions herein contained, relating to the acceptance, delivery and conveyance of such goods shall prevail.

3. Dangerous goods.

- a. The Costumer warrants and undertakes that the consignment is fit to be carried in the ordinary course and does not include DANGEROUS GOODS.
- b. If the Carrier ascertains that any goods in a Consignment are of dangerous nature or become dangerous to any person/property. The Carrier shall be entitled to immediately and without notice to the Customer, dispose of the goods or take any other reasonable steps deemed necessary and at the cost of the Customer, in order to avert the danger.

4. Insurance.

- a. The Contractor's liability in respect of potential damage to goods and damages suffered as a result thereof is limited.
- b. The Contractor will only provide insurance for goods in transit against Fire, Hi-Jacking and Accidents. With the excess of the claim for the customer's account. A copy of the GIT Policy is available from the contractor on request.
- c. All Customers have the responsibility to safeguard Goods and or consignments before, during and after transportation of goods.
- d. If additional insurance is required by the Customer, the obligation is on the Customer to arrange such additional insurance timeously and such additional insurance will be for the Customer's account. The Contractor can provide an additional service guarantee by means of Freight Guard Insurance which is levied on the weight of the consignment and limited to claim amount of R 5 000.00 per consignment.
- e. The Contractor will not be held liable by the client and or any third party if such additional insurance was and or is not timeously arranged by the Customer.

5. Packaging.

- a. It is the Customer's responsibility to insure that the goods are properly packaged for Freight Transportation.
- b. The Contractor will not be held liable for any damages that may occur as a result of incorrect packaging by the Customer, whether the claim is for the Customer and or any third party.

6. Tradezone Courier and Distribution, in its sole discretion may open inspect, re-measure & re-weigh goods.

7. Adequate packaging and labelling is the sole responsibility of the Customer.

8. If Tradezone Courier and Distribution cannot complete any delivery due to any reason other than its own negligence. It will return the goods to the Customer at the Customer's expense.

9. If the latter is not possible, it will notify the Customer in writing to collect the goods within 7 (seven) days from the notice, **failing which Tradezone Courier and Distribution may institute the necessary legal steps in order to sell the goods in order to recover damages/losses incurred.**

10. Condition upon delivery – the following will apply:

- a. The party to whom the goods are being delivered (the Consignee) will be required to check the goods and packaging for shortage and/or damage and/or loss on delivery, in the presence of Tradezone Courier and Distribution
- b. Any discrepancy must be noted on the delivery note and signed by Consignee and Tradezone Courier and Distribution.
- c. If no such discrepancy is noted by the Consignee as aforesaid and a clean receipt is provided by the Consignee, the goods will be deemed to have been delivered in good

order as to condition and quantity and Tradezone Courier and Distribution will not be liable for any discrepancy late discovered.

d. A “Not Checked” or similar annotation (hand written or stamped) will not constitute a notation of a discrepancy, but will be deemed to constitute a clean receipt.

11. Any Claim by the Customer must be lodged in writing with Tradezone Courier and Distribution within **10 (ten) days** from completion of the delivery.

12. Third Parties.

Where the Contractor utilized the services of a third party in respect of the transportation of goods, the Customer shall become liable and subjected to the additional terms and conditions stipulated by any such hired party, including any warehousemen into whose possession, control or custody the goods are place and by any government authority in whose area of jurisdiction the goods are conveyed, provided, however that only those condition of carriage imposed by the third party which are not less favourable to the contractor than the conditions contained herein, shall to the carriage by the nominated third party.

13. Sub-Contractors

The Contractor reserves the right and shall at all times to employ sub-contractors and/or agents in the performance of the fulfilment of the contract with the Customer, Notwithstanding the employment of sub-contractors and/or agents, the provisions of the Agreements shall nevertheless apply to the Contractor’s sub-contractors and/or agents.

14. Warehousing

Pending forwarding and/or delivery by or on behalf of the Company, goods may be warehoused or otherwise held at any place as determined by the Company in its absolute discretion, at the Costumer’s expense.

15. Lien

All goods and documents relating to goods including bills of Loading and import permits, as well as all refunds, repayments, claims and other recoveries, shall be subjected to a special and general lien, and pledge either or monies due in respect of such goods or for other monies due to the Company from the Customer, Sender, Owner, Consignee, Imported or the holder of the bill of lading or their agents, if any. If any monies due to the Company are not paid within 14 days after notice has been given to the person from whom the monies are due that such goods or documents are being detained, they may be sold by action or otherwise or in some other way disposed or for the value at the sole discretion of the Company and at the expenses off such person, and the nett proceeds applied in or towards satisfaction of such indebtedness

