

PR LOGISTICS (PTY) LTD T/A PostNet Rosebank Logistics
STANDARD CONDITIONS OF CARRIAGE (“TERMS AND CONDITIONS”)



When ordering THE COMPANY's services you, as “Shipper”, are agreeing, on your behalf and on behalf of the receiver of the Shipment (“Receiver”) and anyone else with an interest in the Shipment that these Terms and Conditions shall apply.

“Shipment” means all documents or parcels, including their contents, that travel under one waybill and which may be carried by any means THE COMPANY chooses, including air, road, or any other carrier. A “waybill” shall include any Shipment identifier or document produced by THE COMPANY or Shipper automated systems such as a label, barcode, waybill, or Shipment note as well as any electronic version thereof. Every Shipment is transported on a limited liability basis as provided herein. If Shipper requires greater protection, then Shipment Value Protection may be arranged at an additional cost. (Please see below for further information). “THE COMPANY” means PostNet Southern Africa (Pty) Ltd, PR Logistics (Pty) Ltd or any other member of the THE COMPANY network.

1. SHIPPER'S WARRANTIES

The Shipper warrants that:

- It is the owner of the Shipment or is authorized by the owner to deal with the Shipment.
- All information provided by Shipper or its representatives is complete and accurate.
- All Shipments will be properly and appropriately packed, marked, labelled, and addressed to ensure safe transportation, and THE COMPANY shall have no obligation whatsoever in this regard.
- All Shipments will have been prepared for packing in a secure, controlled environment and will have been protected against unauthorized interference prior to tendering to THE COMPANY.
- The shipment is acceptable for transport under section 3 below.
- Shipper has complied with all applicable customs, import, export, data protection laws, sanctions, embargos and other laws and regulations.
- Shipper has obtained all necessary consents in relation to personal data provided to THE COMPANY including Receiver's data as may be required for transport, customs clearance, and delivery, such as e-mail address and mobile phone number.
- Shipper is registered with customs and excise as an exporter, or importer if applicable/required.

2. RIGHT OF INSPECTION

THE COMPANY is entitled (but not obligated) to open, and to inspect, the Shipment, at any time.

3. PROHIBITED SHIPMENTS

3.1 A Shipment is deemed unacceptable if:

- no customs declaration is made when required by applicable customs regulations.
- it contains counterfeit goods, animals, bullion, currency, precious metals, or stones; weapons, explosives, and ammunition; human remains; illegal items such as ivory and narcotics, jewellery, antiques, art works, livestock, animal, or plant matter.
- it is classified as hazardous material, dangerous Shipment, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), ADR (European Road Transport Regulation on dangerous Shipment) or other relevant organization (“Dangerous Shipment”).
- its address is incorrect or not properly marked or its packaging is defective or inadequate to ensure safe transportation with ordinary care in handling.
- it contains any other item which THE COMPANY decides cannot be carried safely or legally.

3.2 Should the shipper tender such Shipments into the possession of THE COMPANY in breach of these provisions and/or should THE COMPANY never the less transport such Shipment, THE COMPANY shall incur no liability in respect of such Shipment, and the shipper shall be deemed to have indemnified THE COMPANY against all loss, liability or damage caused to THE COMPANY as a result of the tender of the Shipment to THE COMPANY and/or the transportation of the Shipment by THE COMPANY.

4. TRANSIT TIME, ROUTING AND DELIVERY

4.1. THE COMPANY will use reasonable efforts to transport and to deliver Shipments in accordance with its advertised services and schedules and/or with the service selected on the waybill but does not guarantee same or the availability of same, shall be entitled to depart from same, and is also not responsible for delays occasioned by events beyond its control.

4.2. THE COMPANY shall have an absolute discretion as to the means, routes, and procedures to be followed in the transportation of the shipment.

4.3. Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Receiver's address given by Shipper but not necessarily to the named Receiver personally. Shipments to addresses with a central receiving area will be delivered to that area. THE COMPANY may notify Receiver of an upcoming delivery or a missed delivery. Receiver may be offered alternative delivery options such as delivery on another day, no signature required, redirection or collection at a nominated collection point. Shipper may exclude certain delivery options on request. If the Shipment is deemed to be unacceptable as described in Section 3, or it has been undervalued for customs purposes, or Receiver cannot be reasonably identified or located, or Receiver refuses delivery or to pay Customs Charges or other Shipment charges, THE COMPANY shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against Customs Charges, Shipment charges and related administrative costs with the balance of the proceeds of a sale to be returned to Shipper. THE COMPANY shall have the right to destroy any Shipment which any law prevents THE COMPANY from returning to Shipper as well as any Dangerous/Hazardous Shipment.

5. SHIPMENT VALUE PROTECTION (SVP)

THE COMPANY may be able to arrange SVP covering the value in respect of loss or damage to the Shipment, provided the Shipper instructs THE COMPANY, in writing, to do so. Any SVP provided will not cover indirect loss or damage, or loss or damage caused by delays. Any SVP cover provided will also be subject to such exceptions, exclusions, limitations, maximums, and conditions as may be imposed by the insurer taking the risk. THE COMPANY shall be under no obligation to Protect Shipments separately but may Protect Shipments under any open or general policy held by it from time to time. It is the responsibility of the shipper to acquaint itself with the exceptions, exclusions, limitations, maximums and conditions applicable to any open or general policy held by THE COMPANY from time to time, and THE COMPANY does not guarantee that all Shipments will be capable of being Protected, or that all risks will be capable of being Protected against, or that Protection will be obtained for the amount requested by the shipper. To the extent that THE COMPANY agrees to arrange Protection for the shipper, it does so as agent, for and on behalf of the shipper, notwithstanding that the premium may be paid by THE COMPANY. Save to the extent set out in these terms and conditions, the transportation of the Shipments are entirely at the owner's risk.

6. CHARGES AND PAYMENTS

Transport charges are calculated according to the higher of actual or volumetric weight. THE COMPANY shall have the right to re-weigh and to re-measure any Shipment delivered to it for transportation and to correct any under-declaration of weight. The shipper shall be liable for any duties, taxes, imposts, levies, surcharges, fines, penalties, deposits or outlays levied by, or payable to, authorities, intermediaries or other third parties in connection with the Shipment, or the transportation thereof, and for any disbursements made by THE COMPANY on its behalf in this regard. Where THE COMPANY agrees to bill its charges and disbursements, or any portion thereof, to the consignee or any other person, the shipper will never the less remain responsible for the payment thereof if they are not paid in full by such consignee or other person, immediately when due. Unless otherwise agreed to in writing, all amounts due to THE COMPANY are payable in cash upon presentation of account, without deduction or set off.

7. LIMITATION OF LIABILITY

7.1. THE COMPANY's liability in respect of any one Shipment transported by air (including ancillary road transport or stops en route) is limited by the Montreal Convention or the Warsaw Convention as applicable, or in the absence of such Convention, to the lower of (i) the current market or declared value, or (ii) 22 Special Drawing Rights per kilogram (approximately \$US 30.00 per kilogram). Such limits shall also apply to all other forms of transportation, except where Shipments are carried only by road, when the limits below apply.

For cross border Shipments transported by road, THE COMPANY's liability is or shall be deemed to be limited by the Convention for the International Carriage of Shipment by Road (CMR) to the lower of (i) current market value or declared value, or (ii) 8.33 Special Drawing Rights per kilogram (approximately \$US 11.00 per kilogram). Such limits will also apply to national road transportation in the absence of any mandatory or lower liability limits in the applicable national transport law.

If Shipper regards these limits as insufficient it must make a special declaration of value and request Shipment Value Protection as described in Section 5 or make its own value protection arrangements. THE COMPANY's liability is strictly limited to direct loss and damage to a Shipment only and to the per kilogram limits in this Section 7. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to THE COMPANY's attention.

7.2. THE COMPANY will make every reasonable effort to deliver the Shipment according to THE COMPANY's regular delivery schedules, but these schedules are not binding and do not form part of the contract. THE COMPANY is not liable for any damages or loss caused by delay.

8. EXCLUSIONS

THE COMPANY is not liable for any loss or damage arising out of circumstances beyond THE COMPANY's control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to THE COMPANY; any act or omission by a person not employed or contracted by THE COMPANY - e.g. Shipper, Receiver, third party, customs or other government official; "Force Majeure" - e.g. earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, civil commotion, or industrial action.

9. CLAIMS

Any claim against THE COMPANY must be notified to THE COMPANY in writing accompanied by copies of all relevant documentation, within 30 days from the date THE COMPANY accepted the shipment failing which it shall be deemed to have been extinguished for all purposes. The signature of the consignee on the waybill, in acknowledgment of having received the Shipment referred to therein in good order and condition, shall be prima facie proof of the Shipment referred to therein having been properly delivered by THE COMPANY, in good order and condition. Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith.

10. LIEN

10.1. The Shipment, and all documents relating thereto, as well as any refunds, repayments, claims and other recoveries processed by THE COMPANY on the shipper's behalf, shall be subject to a special and general lien and pledge, in favour of THE COMPANY, either for monies due in respect of such Shipment or for other monies due to THE COMPANY by the shipper.

10.2. If any monies due to THE COMPANY are not paid in full within 14 days after written notice has been given to the shipper demanding payment and noting that such Shipment or items have been detained the Shipment or other items may be sold by auction, or otherwise disposed of, at THE COMPANY's discretion and at the shipper's expense, and the net proceeds, after expenses, applied in our towards satisfaction of such indebtedness.

11. INDEMNITY

The shipper indemnifies THE COMPANY against all liabilities, damages, claims, costs and expenses incurred or suffered by THE COMPANY arising directly or indirectly from, or in connection with, the shipper's instructions or their implementation by, or on behalf of, or at the instance of THE COMPANY, in relation to the transportation of the Shipment (even where THE COMPANY has consented to the transport of the Shipment); or any breach of the warranties given to THE COMPANY by the shipper.

12. GENERAL

12.1. These terms and conditions constitute the whole agreement between THE COMPANY and the shipper as to the subject matter hereof and no agreements, representations or warranties between THE COMPANY and the shipper, other than those set out in these terms and conditions are binding on the parties.

12.2. No amendment to, or alteration of, or variation of, or deletion of, or addition to, or cancellation of, these terms and conditions, whether consensual or unilateral or bilateral, shall be of any force and effect unless reduced to writing and signed by THE COMPANY and the shipper. No agreement, whether consensual or unilateral or bilateral, purporting to obligate any party to sign a written agreement to amend, alter, vary, delete, add to or cancel these terms and conditions, shall be of any force and effect unless reduced to writing and signed by THE COMPANY and the shipper.

12.3. No latitude, indulgence or extension of time granted by THE COMPANY to the shipper shall in any way prejudice the rights of the shipper, nor shall it be construed as a waiver.

12.4. Each of the provisions of these terms and conditions shall be considered as separate terms and conditions and in the event that these terms and conditions are affected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of that legislation or otherwise, held to be illegal, invalid, prohibited or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability and each of the remaining provisions hereof shall remain in full force and effect as if the illegal, invalid, prohibited or unenforceable provision was not a part hereof.

12.5. The validity and interpretation of these terms and conditions will be governed by, and construed in accordance with, the laws of the Republic of South Africa.

12.6. A certificate signed by a manager of THE COMPANY certifying the amount due to it by the shipper, or certifying any other fact, matter, or thing in relation to the transportation of the Shipment, shall be prima facie proof thereof.

12.7. The shipper authorises THE COMPANY to perform any of the following activities on its behalf in order to facilitate the transportation of the Shipment: the completion of any document; the making or amendment of any declaration; the entry or clearance of the Shipment for import or export at the expense of the shipper; the disbursement of any amount in connection with the Shipment; the performance of any other activity reasonably required by, or reasonably incidental to, the transportation of the Shipment. The shipper shall ratify, allow, and confirm anything so done by THE COMPANY on its behalf in good faith and shall reimburse THE COMPANY for any amount so disbursed by it.

12.8. THE COMPANY may subcontract all or part of the transportation to any third party, on such conditions as may be stipulated by such third party. Should it do so, the third party shall have no liability whatsoever to the shipper and, in addition thereto, any limitation of liability, immunity, exemption or defence available to THE COMPANY shall be extended to the third party who shall be entitled to assert and to enforce same against the shipper in its own right.

12.9. The shipper irrevocably waives any right to claim against any officer or employee of THE COMPANY for any act or omission committed by such officer or employee in connection with, or arising out of, the transportation of the Shipment.

12.10. THE COMPANY is neither a common carrier nor a public carrier and may decline to transport any Shipment delivered into its possession. any Shipment delivered into its possession.