

CONTRACT FOR CARRIAGE

All business undertaken by the Courier is subject to the following terms and conditions:

1. For the purposes of the contract for carriage:
 - 1.1. **"the Courier"** shall mean UTi South Africa (Pty) Ltd trading as UTi Sun Couriers Division only, and no other Division of UTi South Africa (Pty) Ltd.
 - 1.2. **"carriage"** shall mean all forms of transport and related activities undertaken by the Courier on behalf of Clients in respect of the goods.
 - 1.3. **"the Client"** shall mean the party on whose behalf the Courier took possession of the goods in good faith, whether that is the sender, the party billed, the consignee, the true owner or any other party with an interest in the goods or on whose behalf the carriage has taken place.
 - 1.4. **"the goods"** shall mean all packages, parcels, or items taken into possession by the Courier for carriage on behalf of the Client.
2. It is agreed that the Courier is **not a public or common carrier**.
3. The Courier has the right to **refuse to accept any goods** for carriage, and will in those circumstances furnish the Client with reasons for such refusal.
4. The Courier will be entitled to select the appropriate **methods of transport** and handling to be used in the carriage, but in doing so, will have regard to the service level requested by the Client.
5. The **instruction** from the Client to the Courier in respect of any carriage shall be made on the Courier's **official contract for carriage / dispatch document** fully and accurately completed at the time that the goods are received by the Courier. The person signing the contract for carriage / dispatch document, if someone other than the Client, confirms that it is duly authorised to order the carriage by the Courier and to conclude this agreement on behalf of the Client. In the event that the Client is not the owner of the goods, the Client hereby confirms that it is duly authorised to enter into this agreement on behalf of the true owner of the goods.
6. The Courier publishes its **tariff of charges** in respect of carriage, and amends same, from time to time and it is agreed that the Courier is entitled to charge the Client in accordance with such published tariff, as amended from time to time. If the Courier and the Client conclude a separate agreement on specific charges in regard to the carriage, different to such tariff, then such separate agreement will only be binding on the parties when reduced to writing and signed by both parties. If the Courier is obliged to pay any disbursements in respect of the carriage, it is agreed that the Courier may recover such disbursements from the Client, in addition to the tariff or agreed charges in respect of the carriage.
7. The Client shall **pay** the Courier in respect of the carriage within a maximum of **30 (thirty) days** from date of the Courier's invoice to the Client. If the Client fails to do so, the Courier may charge the Client **interest on overdue amounts** at the then prevailing legal mora interest rate.
8. The Client may **raise queries** on the Courier's invoice during this 30 (thirty) day period and the Courier will resolve such queries during this period. If no queries are timeously raised, the Courier's invoice is **deemed correct and undisputed**.
9. Even if queries are raised by the Client which are not resolved within the 30 (thirty) day period, that Client is **liable to pay** within the 30 (thirty) day period, all **undisputed items** on the Courier's invoices.
10. The Client is **not** entitled to **withhold** payment of any amount due to the Courier beyond the due date for payment. The Client is **not** entitled to **set off** any alleged damages or loss which the Client has suffered in respect of the goods against any amount due, owing and payable to the Courier.
11. The Client shall remain responsible to the Courier for all charges until they are paid. The Courier shall not collect any monies at the time of delivery and no employee of the Courier is authorised to do so.
12. **Exclusions and Limitations of Liability**
 - 12.1. The Courier will be **liable** to the Client **for physical, direct losses and damages** in respect of the goods, if such physical direct losses or damages are caused directly by the **negligence or fault** based conduct or omissions of the Courier, from the time that the Courier takes possession of the goods until the time that the Courier correctly delivers the goods to the designated consignee.
 - 12.2. Correct delivery to the designated consignee will be deemed to have taken place when the Courier receives a **signed proof of delivery** from the consignee confirming receipt of the goods **without any discrepancy** in respect of the goods being noted on the proof of delivery.
 - 12.3. The Courier is **not liable** for any physical direct losses and damages in respect of the goods, or for delays in delivery or failure to perform services, which are caused by **Acts of God**, including but not limited to floods, fires, earthquakes, abnormal weather conditions, strikes, labour unrest, embargoes, civil commotion, war, riots, acts of terrorism, hijackings and any other acts beyond the reasonable control of the Courier.
 - 12.4. The Courier does not know the nature and value of the goods it receives for carriage. Accordingly, the Courier is entitled to **assume** that all goods handed to it for carriage are worth **R250,00** or less in **value**, and the Courier bases its charges (including a **liability surcharge**) on such assumed value.
 - 12.5. The Client accordingly agrees that the **maximum liability** of the Courier to the Client in respect of goods handed to the Courier for carriage shall **not exceed R250 per shipment, unless** the Client has in advance of the carriage disclosed to the Courier in writing, by **declaring** on the face of the contract for carriage / dispatch note, or by logging the value electronically, that the goods are worth more than R250 and that the Client accordingly requires the Courier to accept liability for a **greater amount**.
 - 12.6. If the Client requires the Courier to accept a **greater liability** than R250 per shipment, then the Courier will only accept such greater liability if the Client pays an **additional liability surcharge** in respect of the shipment.
 - 12.7. If the Client's goods are lost or damaged whilst in the possession of the Courier, the Courier will be liable to pay to the Client the proved cost of repair, or the purchase/replacement cost of the goods, whichever is the lesser amount, but if the Client did **not declare a greater value** for the goods prior to carriage, then the **maximum liability** of the Courier to the Client for loss or damage will be the assumed value of the goods, being **R250,00 per shipment**.

Registered Name: _____

Authorised Signatory: _____ Date: _____

- 12.8. If the Courier is liable to pay any amount to the client for loss or damage in terms of the preceding clauses, then the Courier shall have the **right of salvage** in respect of those goods, and the client shall be obliged to reasonably assist the Courier to exercise such salvage right.
- 12.9. The Client is also able to **declare** in writing on the face of the contract for carriage / dispatch note, the value of any **incidental cost** which may be incurred by the Client if caused as a direct result of the Courier's delay, of more than 6 (six) hours in the case of express shipments, and a delay of more than 24 (twenty four) hours in the case of economy shipments. Again, if such declared incidental cost is declared by the Client, the Courier will accept liability for the declared incidental cost, subject to the Courier charging the Client an **additional liability surcharge**.
- 12.10. If the Client does **not declare** an **incidental cost value** prior to carriage, the Courier **will not be liable** for any incidental costs incurred by the Client, including but not limited to fines, penalties, loss of profit and the like.
- 12.11. Subject to Clause 12.1 the **Courier's liability** to the Client for physical direct loss or damage to the goods is also subject to the **exclusions** set out in the "**Institute Cargo Clauses A and Strikes (Cargo) Clauses**" issued by the London Institute Underwriters as amended by them from time to time.
- 12.12. The Courier's **maximum liability** to the Client for direct losses or damages in relation to the carriage or goods in the Courier's possession, custody or control shall **never exceed R100 000,00** per shipment, no matter what value is declared in respect of the goods or in respect of incidental costs as the Courier will not charge a liability surcharge for any amount greater than R100 000,00 per shipment.
- 12.13. Any **claim** by the Client in respect of direct loss or damage to the goods or in respect of incidental cost, must be submitted in writing within **7 days of date of dispatch**, failing which the claim will be deemed waived by the Client and rejected by the Courier who will bear no liability to the Client whatsoever.
- 12.14. The Courier does **not carry dangerous goods**. If the Client nevertheless hands over dangerous goods to the Courier for carriage (regardless of whether the Courier has been advised of the nature of the goods), the **Client** agrees that it is **fully responsible** for ensuring that all requirements in relation to their carriage are complied with and that all relevant information is conveyed to the Courier by written notice, including but not limited to classification of the goods, proper packaging and presentation of the goods, preparation of the legally required declarations and labels. The Client furthermore agrees that any liability of any nature caused by, or arising from the carriage of dangerous goods in any circumstances will be for the Client's account.
- 12.15. The Courier does not wish to carry **fragile or valuable goods**, but if the Client nevertheless chooses to hand over such goods to the Courier (regardless of whether the Courier has been advised of the nature of the goods), then the Client shall pack and label such goods to minimise the additional risk associated with the carriage of such goods, and the Client agrees that the Courier will bear **no liability** whatsoever in regard to these goods howsoever caused.
- 12.16. The Courier does **not accept for carriage** any of the following classes of goods, and the Client therefore agrees that the Courier will bear **no liability** whatsoever in regard to carriage of:
- 12.16.1. **Precious stones** and metals, jewellery and negotiable instruments;
- 12.16.2. **Works of art**, heirlooms and other irreplaceable, sentimental or priceless items, including unique articles such as samples whose cost of creation is materially different to the normal cost of such goods;
- 12.16.3. Any goods **exceeding R3 000,00 of value per kilogram** of gross mass;
- 12.16.4. **Perishable goods** or goods likely to contaminate other goods or attract pests, radioactive materials, explosives and livestock.
- 12.17. It is agreed that the Courier is **not liable** at all for any **consequential losses or damages** of any nature relating to the carriage or the goods, no matter how such consequential losses or damages were caused or arose, even if the Courier knew or should have known of the likelihood of such damages accruing and/or even if caused by the negligence of the Courier.
- 12.18. The **Client indemnifies the Courier** against any claim of any nature whatsoever made against the Courier by any person or entity as a result of the loss, damage or delay in respect of the goods, which exceeds the agreed exclusions and limits of liability set out above.
13. If the Courier is **unable to effect delivery of the goods**, for reasons outside the control of the Courier, the Courier will take reasonable steps to **return the goods** to the Client at the cost of the Client.
14. The parties hereby **consent** to the **jurisdiction of the Magistrate's Court** in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 as amended, in respect of any legal action which may arise out of this contract for carriage.
15. Should either party institute legal action against the other arising out of this contract for carriage, it is agreed that the successful party shall be entitled to claim the **legal costs** incurred by it from the unsuccessful party on an **attorney and Client basis**.
16. The parties choose as their **domicilium** citandi et executandi for the delivery of all notices in terms of this contract for carriage, the address appearing on the written credit application or underlying contract signed by the parties.
17. It is agreed that **this contract** for carriage is **the only** binding and enforceable **agreement** between the parties, and that there are no verbal or written terms and conditions, whether express or implied, which are binding and enforceable between the parties if they are not contained in this written contract for carriage.
18. This written contract for carriage **may not be varied**, amended or cancelled unless such variation, amendment or cancellation is contained in a **written** document signed by both parties.
19. **No relaxation or indulgence** which either party may grant to the other is a waiver of the rights of that party, and that party shall not be precluded from exercising any rights which may have arisen in the past or which may arise in future.
20. This agreement and its interpretation is subject to the **laws of the Republic of South Africa**.

Registered Name: _____

Authorised Signatory: _____ Date: _____