



## STANDARD 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 thereof:*

1. For the purpose of the paragraphs set out below:  
"the CARRIER" shall mean City X Logistics;  
"the CARRIAGE" shall mean all forms of carriage and related activities undertaken by of the carrier on behalf of the clients;  
"the CLIENTS" shall mean the party reflected on the dispatch document as the sender of the goods and cognate expression shall bear corresponding meanings.
2. The Carrier has the right to refuse to refuse carriage of any goods without giving reasons for refusal and it is recorded that the Carrier is not a public or common carrier.
3. The Carrier will select in its sole discretion the methods of transport and handling to be used in the carriage. The carrier does not warrant that the clients request as to service options will result in any specific method of transportation.
4. If the carrier uses the services of a third party in respect of the carriage, only those conditions of carriage imposed by the third party which are more favourable to the client and not less favourable to the Carrier than the conditions contained herein shall apply to the carriage.
5. The Carrier will charge for its services on a tariff basis and is not obliged to give a breakdown of its charges nor evidence of its expenditure incurred.
6. The Carrier's Tariff of charges is subject to review by them without prior notice to the client.
7. The Carrier's handling of parcels shall not be influenced in any way by their contents or by the client's declaration as do the contents, and the Carrier does not undertake to study or be influenced by such declaration. The client is obliged to acquaint themselves with regulations applicable to the carriage of dangerous or hazardous goods by road and to ensure that any goods subject to those regulations bear the required warning labels and are accompanied by the necessary declarations.

The client's declaration as to contest on the carrier's despatch document is not sufficient to discharge the client's obligation in this regard.

The client is cautioned to avoid tendering to the carrier parcels containing exceptionally fragile or valuable goods, and should he do so, is obliged to so pack and label these goods as to minimise the additional risks to which such items may be exposed.

The client does not hold the carrier responsible for any consequences arising from the client's failure to observe the terms of this clause.

8. The Carrier's liability to the Client in respect of goods in its care shall:
  - I. Terminate on a bona fide delivery to the consignee nominated by client, unless the consignee, at the time of delivery, brings to the attention of the carrier by writing, loss or damage to the goods, if insurance was requested and paid for.
  - II. Be limited to the lesser of the value declared for carriage by the client or the amount of actual loss, if insurance was requested and paid for. If no value is declared by the client the maximum liability assumed by the Carrier shall be R100.00.
  - III. Be confined to the cost of repair or replacement of lost or damaged goods, if insurance was requested and paid for. The carrier will take no responsibility for consequential losses of any kind.
  - IV. Notwithstanding anything herein contained to the contrary.
9. No responsibility shall attach to the carrier take any action, unless notice has been received in writing by the carrier in respect of:
  - I. Any loss, damage or non-delivery of goods within 90 days of the date upon which the goods were collected;
  - II. Any duty, rail age, wharf age, freight, cartage or any other impost or charge paid or levied incorrectly, within 30 days' statement.
10. The carrier's responsibility described in clause 8 will be underwritten by means of an insurance policy, and the carrier and client shall be bound by the terms and conditions thereof, copies of which will be supplied on request.
11. If the Carrier is unable for any reason to effect delivery of goods, reasonable steps will be taken to return them to the client. The client shall be responsible for the cost of carriage attempted delivery and return of goods. If the carrier is unable to effect return it shall be entitled to sell the goods to defray costs after giving notice by registered post to the client.
12. The carrier reserves the right to hold any goods belonging to the client in lieu of monies due to them and to sell these goods and apply the proceeds towards the client's indebtedness. The carrier shall give 14 days written notice by registered post to the client on such sale.
13. The instructions from the client to the carrier in respect of any carriage shall be the Carrier's official despatch documentation from duly completed and tendered with the goods. No other instructions, whether verbal or written, shall be binding on the carrier. No other employee of the carrier is authorised to vary this condition.
14. The client shall remain responsible to the carrier for all charges until they are paid. The client must determine that the party from which he wishes the carrier to collect its charges is an account holder of the carrier, and must quote that party's account number on dispatch document. If he fails to do so the courier will ignore the client's instruction and bill the client, or at the carrier's discretion will refuse will refuse to move the parcel until proper billing instructions is received. Should the party nominated by the client as the debtor decline to settle the Carriers charges, the carrier will bill the client who will settle the Carrier's charges on demand. The Carriers charges are due when rendered.
15. The parties choose as their domicilium citandi et executandi for the delivery of all coupon processes and any notice hereunder, the address which appears on the dispatch document form.
  - I. This document constitutes the entire agreement between the parties. None of the parties shall be bound by any representation warranty promise or the like not recorded herein.
  - II. No addition to, or variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

- III. No indulgence by to the clients shall constitute a waiver of its duties and shall not thereby be precluded from exercising any rights against the guarantee which may have arisen in the past or which may arise in the future.
16. In the event of the Carrier instructing its attorney to recover the monies from the consignor, the consignor, the consignor shall be liable for all legal costs incurred by the Carrier on an attorney client scale, inclusive of all collection commission.