

STANDARD TRADING CONDITIONS AND TERMS OF CARRIAGE

(as amended September 2010)



TIME FREIGHT

A Division of DPD Laser Express Logistics (Pty) Ltd

Reg. No. 2006/033353/07

HEREAFTER REFERRED TO AS "THE CARRIER"

1. All articles are carried at owner's / customer's / sender's / receiver's risk and the Carrier accepts no liability for loss or damage to such property or any consequential loss or damage arising therefrom.
2. All charges are levied according to mass or volume per consignment (whichever is the greater) and not by value of the article/s carried unless agreed to the contrary, in writing, by the Carrier.
3. Without derogating from the provisions of clause 1, should it nevertheless be held that the Carrier has been negligent in any manner and is liable for any loss and/or damage:
 - a) Liability shall be limited to R100 (vat incl.) per kilogram to a maximum of R3 000 (vat incl.) per consignment carried, but in all cases shall not exceed the actual manufactured cost of the article/s or the mutually agreed cost of repairs.
 - b) Clause 3 a) above shall not apply to consignment/s comprising cash, money, bank notes, stamps, deeds, travellers cheques, precious stones, precious metals, bullion, livestock, cellular phones, watches, jewellery, declared or undeclared.
4. The Carrier shall have the right to refuse to accept a consignment or consignments, if such consignment/s is/are in the opinion of the Carrier, of a fragile nature, unpacked, insufficiently packed, high risk in nature or do not comply with the quantities as regulated by the Dangerous Goods Digest of SA, or any other regulated goods, declared or undeclared, but should it decide to:
 - a) Accept such consignment/s, the provisions of clause 1 will apply.
 - b) Accept a consignment as described in clause 3 b) above, the provisions of clause 1 will apply.
 - c) Accept the consignment/s and agree to package or re-package the consignment/s, whether for reward or not, the provisions of clause 1 will apply.
 - d) Accept the consignment/s at a time when the customer is not available to agree to package or re-package the consignment/s, whether for reward or not, the provisions of clause 1 will apply.
5. Whilst the Carrier undertakes to use all reasonable endeavours to effect delivery of any goods at its receiving terminus, depot or any address at the time advertised or promised by the Carrier, the Carrier does not guarantee that such goods will in fact be delivered at such advertised times and without prejudice to the afore-going limitations on the Carrier's liability, the Carrier disclaims any and all liability for any consequence arising from the late delivery of such goods.
6. Where payment for carriage, or any other service rendered by the Carrier, is made by cheque or any other means and such payment is not honoured on presentation, or the cheque returned "refer to drawer" through no fault of the Carrier, the drawer/payer agrees to compensate the Carrier, on demand, for all and any additional charges incurred by the Carrier in recovering such payment.
7. Where goods despatched for the account of the receiver, are not accepted on such a basis, the charges will revert to the account of the sender. Similarly, should the receiver decline to accept the Carrier's Standard Trading Conditions and Terms of Carriage, the acceptance thereof will revert to the sender.
8. C.O.D. (for value of consignment) means cash or cheque or both unless written notification to the contrary is received prior to despatch. C.O.D's. must be collected within 7 days of documentation. The Carrier accepts no liability for monies not collected within this time.
9. A Storage Fee may be levied on goods not collected within 48 hours of arrival.
10. Where the invoice value for freight charges for a month is more than R1,00 but less than R70,00 (vat inclusive) an administration charge of R30,00 (vat inclusive) per month will be levied on your account.