



**FREIGHTGUARD**

## **FreightGuard Service Guarantee Terms & Conditions**

October 2024

### **General**

1. Unless the Customer has elected prior to the commencement of the Carriage that the FreightGuard Service Guarantee is not to apply, Afritrek Logistics will provide to the Customer a warranty against loss or damage to Goods during the Carriage and while the Goods are in the possession and control of Afritrek Logistics, subject to the limitations and exclusions set out hereunder (the "FreightGuard Service Guarantee").
2. The FreightGuard Service Guarantee applies to all goods consigned on each Customer's unique account number. Customers cannot elect which consignments the FreightGuard Service Guarantee will apply to, and the FreightGuard Service Guarantee will apply to an account completely, or not all.
3. The Customer must pay to Afritrek Logistics the applicable FreightGuard Service Guarantee charge.
4. Where the Customer has not made any selection, Afritrek Logistics will provide to the Customer a warranty against loss or damage to Goods during the Carriage and while the Goods are in the possession and control of Afritrek Logistics up to the amount of R10,000 per waybill for a fee of R35.00 per waybill.

### **FreightGuard Service Guarantee Claims**

1. Any claim under the FreightGuard Service Guarantee for damage to or loss of Goods ("Claim") must be submitted by completing the Online Claims Submission Form which can be found on the Afritrek Logistics website using the relevant URL link as follows:  
<https://freightguard.force.com/s/new-claim?vCarrierPrefix=AFR>
2. The Customer must notify Afritrek Logistics in writing of any Claim within the following time limits:
  - a) where the Receiver has indicated in writing on the consignment note or has records that they have informed Afritrek Logistics that loss or damage has occurred in respect of the Goods, within fourteen (14) days from the date of delivery of the Goods to the Delivery Address;
  - b) where the Receiver has acknowledged that the Goods have been delivered and received in good order and condition, within twenty-four (24) hours from the date of delivery of the Goods to the Delivery Address;
  - c) in respect of Claims for non-delivery, within fourteen (14) days after the date of dispatch specified for that consignment.
3. The Customer may only make one (1) Claim per consignment.
4. The Customer must provide to Afritrek Logistics with any Claim, documentary evidence acceptable to Afritrek Logistics (for example, original sales receipt, manufacturers cost price invoice or supplier tax invoice, inter branch transfer cost ) as proof of value of the Goods.
5. Where the customer makes a valid Claim and there are outstanding amounts owed by the Customer to Afritrek Logistics, Afritrek Logistics reserves the right to pay the Claim either directly to the Customer or as a credit to the Customer's account.
6. Claims will only be paid by Afritrek Logistics in respect of any consignment after the Customer has paid all outstanding Freight Charges in respect of that consignment and where the Customer account with Afritrek Logistics has been paid in accordance with the credit terms extended.

### **FreightGuard Service Guarantee Limitations**

7. The FreightGuard Service Guarantee is subject to the following limitations:
  - a) Claims are limited to loss of or damage to the Goods only. For the avoidance of doubt, the FreightGuard Service Guarantee does not cover any consequential loss or damage suffered by the Customer as a result of loss or damage to the Goods.
  - b) The maximum amount that may be claimed from Afritrek Logistics under the FreightGuard Service Guarantee is the lesser of:

- i. the FreightGuard Service Guarantee Limitation Amount (for the avoidance of doubt, where no FreightGuard Service Guarantee has been selected by the Customer the FreightGuard Service Guarantee Limitation Amount shall be zero); and
  - ii. the cost price of the Goods, as supported by documentary evidence acceptable to Afritrek Logistics (for example original sales receipt, manufacturers cost price invoice or supplier tax invoice or inter branch transfer cost from the seller of the Goods.
- c) Freight charges relating to the consignment covered by the FreightGuard Service Guarantee shall not be included in the calculation of any amount payable under the FreightGuard Service Guarantee.
  - d) VAT will be included in the payment made by Afritrek Logistics under the FreightGuard Service Guarantee in respect of the value of the goods relating to the claim, supported by documentary proof of the value of the goods.
  - e) Where a claim has been paid in full for goods damaged, Afritrek Logistics reserves the right to take possession of the goods as salvage and to dispose of such goods as it sees fit. If the customer believes the goods are not salvageable then written motivation of this must be supplied to Afritrek Logistics as to why the goods are not salvageable.

#### **FreightGuard Service Guarantee Exclusions**

- 8. Afritrek Logistics will not be liable for any Claims made by Customers in any of the following circumstances:
  - a) Where the Customer has not selected a level of FreightGuard Service Guarantee to apply to the consignment or has not paid the FreightGuard Service Guarantee charge;
  - b) Where the Customer fails to submit the Claim to Afritrek Logistics within the relevant time limits set out above;
  - c) Where Afritrek Logistics is in possession of an unendorsed proof of delivery form for the consignment;
  - d) Where the Goods consigned are Excluded Goods, where "Excluded Goods" means each of the following items:-
    - i. currency; negotiable instruments; jewellery; gemstones; wrought or unwrought metals; antiques; works of art; securities; drugs; weapons; living animals or plants; refrigerated/perishable goods; household and personal effects; second hand goods, high value electronic goods, laptops, cell phones, cigarettes, tobacco and tobacco products; and any valuable documents; glass or glass product.
  - e) Where Afritrek Logistics in its reasonable opinion considers the Packaging of the Goods to be inadequate for road transportation; in the event of a claim for damage, the receiver must retain all inner and outer packaging materials as well as the damaged goods. Failure by the receiver to retain the original goods and packaging at the original delivery location or the failure to make the delivered goods available for inspection at the nearest Afritrek branch will invalidate the claim.
    - a. Solar Panels – Where the packaging of solar panels is not compliant with the FreightGuard packaging standard, this could render the claim invalid.
  - f) Where the Goods are determined by Afritrek Logistics to have been defective prior to the Carriage;
  - g) Where damage, mechanical failure or other operational defect in the Goods could not, in the reasonable opinion of Afritrek Logistics, have been caused by the Carriage;
  - h) Where Afritrek Logistics fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of Afritrek Logistics 's own employees or those of others and whether or not Afritrek Logistics could have avoided the same by acceding to the demands of the employees responsible for such action), acts of God, war, terrorism, fire, flood, embargo, litigation, acts of government or any agency instrumentality or any political subdivision thereof or any other cause beyond the control Afritrek Logistics;
  - i) Where the goods have been lost or damaged as a result of derailments, collisions, overturning, forced entry of vehicles and premises, armed robbery, or hijacking.
  - j) Where the Goods have not been packed in the original manufacturer's packaging or the equivalent;
  - k) Where the Delivery Address is a post office box, a roadside drop or postal mail box.

#### **Amendments to Terms and Conditions of Contract**

- 9. Afritrek Logistics reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.

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