



TERMS & CONDITION – INTERNET EXPRESS (PTY) LTD

The Shipper shall mean the Shipper Customer / Owner/ Consignee/Sender or their agent of the shipment goods. The conditions shall apply to the carriage/conveyance of the shipment or goods.

1. Internet Express is not a common or public carrier, its carriage is merely incidental to its other operations and it may refuse to accept for carriage any goods or class of goods. All goods accepted by Internet Express are dealt with subject to the conditions stipulated by carriers, warehouseman, Government Departments and all other parties into whose possession or custody the goods may pass, or subject to whose authority they may at any time be.
2. Subject to express prior instructions in writing by the customer, Internet Express reserves to itself complete freedom in respect of means, route and procedure to be followed in the handling and transport of goods. In particular the use of the term "courier" in the description of services does not unless specifically otherwise stated, imply that goods will be accompanied by an individual at any or all stages of transit.
3. Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or automatic increase or decrease accordingly. If any changes occur in the rates of freight, insurance premium or other charges applicable to the goods, quotations and changes shall be subject to revision accordingly with or without notice. Should your parcel exceed the quoted actual mass by the volumetric weight, Internet Express will charge out accordingly for the difference.
4. The Shipper of any goods, and their agents, if any, shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to Internet Express for Customs, Consular and other purposes. The Shipper shall be deemed to have indemnified Internet Express against any losses; damages, expenses and any fines arising from any inaccuracy or omission are not due to any negligence.
5. The shipper shall be liable for any duty, tax, import or outlays of whatsoever nature levied by the authorities at any port or place in connection with the goods, and for any payments, fines, expenses, loss or damage incurred or sustained by Internet Express in connection therewith. The shipper indemnifies and holds Internet Express harmless against any payments made to the authorities.
6. It shall not be obligatory upon the Company to effect insurance on any goods being handled or stored by it except upon express prior instructions given in writing by the customer. All insurance's affected by Internet Express are subject to the usual or actual exceptions and conditions of the policies of the insurance company or underwriters taking the risk.
7. **CONSEQUENTIAL DAMAGES EXCLUDED.** Internet Express shall not be liable, in any event, for any consequential or special damages or other indirect losses, omission of Internet Express, its servants, agents or independent third parties, however arising, whether or not Internet Express had knowledge that such damage might be incurred, including, but not limited to loss of income, profits, interest, utility or loss of market.

8. Without prejudice to clause 7, the liability of Internet Express for any loss or damage to the shipment (which term shall include all documents or parcels consigned to Internet Express) is limited to the Lesser of:
 - i) R100-00
 - ii) The amount of loss or damage to a document or parcel actually sustained, or
 - iii) The actual value of the document or parcel with regard to its commercial utility or special value to the sender
9. If the transportation of any consignment involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs. In most cases this further limits the liability of Internet Express in respect of loss of damage to such consignments.
10. "Packaging" - the Shipper of the goods warrants that all goods have been properly and sufficiently packed and / or prepared.
11. No obligation whatsoever exists or will exist upon Internet Express to make any claims on behalf of the Shipper arising out of any claim, which the shipper might have against any third party.
12. The Shipper shall be deemed to have indemnified Internet Express against all liabilities whatsoever suffered or incurred by its arising directly or indirectly from, or, in connection with the shippers instructions or their implementation in regard to the goods and in particular in respect of any liabilities to third parties.
13. There shall be no waiver following any relaxation of Internet Express rights.
14. FreightGuard Service Guarantee
 - 14.1 Unless the Customer has elected prior to the commencement of the Carriage that the FreightGuard Service Guarantee is not to apply, Internet Express 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 Internet Express, subject to the limitations and exclusions set out hereunder (the "FreightGuard Service Guarantee").
 - 14.2 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.
 - 14.3 The Customer must pay to Internet Express the applicable FreightGuard Service Guarantee charge.
 - 14.4 Any claim under the FreightGuard Service Guarantee for damage to or loss of Goods ("Claim") must be made in writing on a claim form supplied by Internet Express.
Claim should be emailed to support@internetexpress.co.za. The Customer must notify Internet Express 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 Internet Express 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.
 - 14.5 The Customer may only make one (1) Claim per consignment.
 - 14.6 The Customer must provide to Internet Express with any Claim, documentary evidence acceptable to Internet Express (for example, receipt, valuation or tax invoice) as proof of value of the Goods.
 - 14.7 Where the customer makes a valid Claim and there are outstanding amounts owed by the Customer to Internet Express, Internet Express reserves the right to pay the Claim either directly to the Customer or as a credit to the Customer's account.

- 14.8 Claims will only be paid by Internet Express 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 Internet Express has been paid in accordance with the credit terms extended. 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 Internet Express under the FreightGuard Service Guarantee is the lesser of:
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 the cost price of the Goods, as supported by documentary evidence acceptable to Internet Express (for example receipt, valuation or tax invoice 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 Internet Express 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, Internet Express reserves the right to take possession of the goods as salvage and to dispose of such goods as it sees fit.
- 14.9 Internet Express 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 Internet Express within the relevant time limits set out above;
 - c) Where Internet Express is in possession of an unendorsed proof of delivery form for the consignment, Where the Goods consigned are Excluded Goods, where "Excluded Goods" means each of the following items: 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, cigarettes, tobacco and tobacco products; and any valuable documents; glass or glass product.
 - d) Where Internet Express in its reasonable opinion considers the Packaging of the Goods to be inadequate for rail or 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 will invalidate the claim.
 - e) Where the Goods are determined by Internet Express to have been defective prior to the Carriage;
 - f) Where damage, mechanical failure or other operational defect in the Goods could not, in the reasonable opinion of Internet Express, have been caused by the Carriage;
 - g) Where Internet Express fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of Internet Express's own employees or those of others and whether or not Internet Express 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 Internet Express,
 - h) Where the goods have been lost or damaged as a result of derailments, collisions, overturning;
 - i) Where the Goods have not been packed in the original manufacturer's packaging or the equivalent;
 - j) Where the Delivery Address is a post office box, a roadside drop or postal mail box.

15. Internet Express will notify customers from time to time of any materials, which are not acceptable by the Company for carriage. Internet Express reserves the right to inspect the documents or goods, consigned by its customers to ensure that all documents or goods are capable of carriage to the destination within the standard operating procedures and handling methods of the Company. In making this reservation, the Company does not warrant that any particular item to be carried is capable of carriage and delivery without infringing the law of any country or state from, to or through which the item may be carried.
16. It is the sole responsibility of the customer to address adequately each consignment of documents or goods to enable effective delivery to be made. Internet Express shall not be liable for delay in forwarding or delivery resulting from the customer's failure to comply with its obligations in this respect.
17. Internet Express will not carry dangerous, hazardous, combustible or explosive materials, gold and silver bullion, coin, dust, cyanides, precipitates or any form of uncoined gold and silver ore, bullion, platinum and other metals, precious and semi-precious stones including commercial cartons or industrial diamonds, currency (paper or coin) of any nationality, negotiable securities, stocks, bonds, certificates, uncanceled postage or revenue stamps, war savings or thrift stamps, blank or endorsed bank cashier's cheques, money orders or traveller's cheques, letters, antiques, pictures, livestock or plants, plans & designs, patterns, manuscripts and furs and in the event that any customer should consign any of the above items with Internet Express, the customer shall indemnify Internet Express for all claims, damages and expenses arising in connection therewith and Internet Express shall have the right to deal with such items as it shall see fit including the right to abandon carriage of the same immediately upon Internet Express having knowledge that such item infringes these conditions.
18. A 10 % handling fee will be levied for cancellations and deducted from the refund.

19. **MATERIALS ON THE WEBSITE**

The material contained on the Internet Express Website is for information only and does not constitute advice or a recommendation of any nature, to the extent that information displayed on this Website relates to the services or prices of any courier or costs related to any services, you acknowledge that this information may not be accurate or complete. You further acknowledge that any assessment or reflection of the performance, suitability or reliability of any courier or service does not mean that such performance will be repeated or should be relied upon in any way. Any of the information, services or products on this Website may be changed by Internet Express without notice.

20. **COPYRIGHT**

The contents of the Internet Express Website, including any software, icons, text, links, graphics, images, sound clips, trade names, logos, trade marks and service marks are protected by law, including but not limited to copyright, patent and trade mark law, and remain the property of Internet Express. Any unauthorised use of the contents, information or materials on the Internet Express Website is prohibited.

21. **DISCLAIMERS**

This Website is provided to you "as is". While Internet Express makes every effort to ensure that the contents of this Website are accurate and complete, Internet Express makes no representation or warranty, whether express or implied, as to the operation, integrity, availability or functionality of this Website or as to the accuracy, completeness or reliability of any information on this Website.

Any person who accesses this Website or relies on this Web site or on the information contained in this Website does so at their own risk.

Internet Express also makes no warranty or representation, whether express or implied, that the information or files available on this Website are free of viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise the operation or content of a computer system, computer network or your hardware or software. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise the operation or content of a computer system, computer network or your hardware or software. Internet Express does not accept any responsibility for any errors or omissions on this Website.

Internet Express reserves the right to alter any weights or dimensions that are entered into the Website incorrectly, and charge out accordingly.

Acceptance of Internet Express (Pty) Ltd standard terms and conditions:

Signed at on 20.....

Print Name & Surname:

Company Name: