



Conditions of Carriage

1 Interpretation:

In These Conditions:

- 1.1 "Conditions" means the Conditions of Carriage of Fastway Couriers from time to time as set out in this document as at the date of publication hereof but which shall be read in conjunction with the Conditions of Carriage published on www.fastway.co.za which Conditions of Carriage shall prevail over those set out herein;
- 1.2 "Consignee" means the person to whom the Goods are to be delivered under these Conditions;
- 1.3 "Consignor" means the person for whom the carriage of the Goods is performed by the Courier under these Conditions;
- 1.4 "Courier" means;
 - the person and/or corporate entity specified on the face of an invoice presented to the Consignor for payment;
 - the Fastway National Master – Isicabucabu Franchising (Pty) Limited;
 - all franchisees within the Fastway Couriers franchise from time to time;
 - all third parties contracted to perform any part of the Services;
 - directors, employees, consultants, contractors and agents of the above;
- 1.5 "Goods" means the items accepted by the Courier for carriage on behalf of the Consignor under these Conditions;
- 1.6 "Owner's Risk" means the Courier shall not be liable for any loss of or damage to any Goods, howsoever arising, except if the loss or damage is caused by the Courier intentionally;
- 1.7 "POPIA" means the Protection of Personal Information Act 4 of 2013;
- 1.8 "Services" means all of the operations and services provided or to be provided by the Courier in connection with the carriage of the Goods including without limitation, the carriage, transport and/or storage of the Goods or any operation/s or service/s incidental to any of them;
- 1.8 "Sub-Contractor" includes any person who under a contract or arrangement with any other person (whether the Courier or not) performs or agrees to perform the Services or any part of the services;
- 1.10 Words denoting
 - 1.10.1 the singular include the plural and vice versa;
 - 1.10.2 any gender include the other genders, and
 - 1.10.3 persons include corporations and bodies politic and include their legal personal representatives and assigns.

2 Application of Conditions

- 2.1 The Courier performs the Services in terms of these Conditions only, which Conditions constitute the entire agreement between the Consignor and the Courier in relation to the provision of the Services.
- 2.2 For any amendment, waiver and/or variation of these Conditions by the Consignor to be valid, such amendment, waiver and/or variation shall be in writing and signed by the Courier and/or a duly authorized representative of the Courier.
- 2.3 The terms of the Consignor's documentation shall not diminish, negate, amend, waive and/or vary these Conditions and/or the application of these Conditions to the provision of the Services.

3 Courier's Discretion

The Courier may, in its absolute and sole, unfettered discretion:

- 3.1 Refuse Carriage of any Good/s, in particular, but without limiting the generality of the foregoing, if the security of the Courier could be compromised and/or the Courier suspects there to be dangerous goods contained in a parcel/s;
- 3.2 Refuse and/or cease to provide any of the Services to the Consignor whether before or after the carriage of Goods has commenced;
- 3.3 Open any satchel, parcel, document, envelope, package or other container in which the Goods are placed to inspect the Goods to determine the nature or condition of the Goods or, where any identifying document or mark is lost, damaged or destroyed, to ascertain the ownership or destination of the Goods.

4 Warranties

- 4.1 If a person, who is not the Consignor, tenders any Good/s to the Courier for carriage, the Courier is entitled to assume, without the need for enquiry, that such person has authority to tender the Good/s to the Courier on behalf of the Consignor.
- 4.2 Where the Consignor is not the owner of the Goods it warrants its authority to act as agent of the owner of the Goods and/or any other person having an interest therein for all purposes in connection with the carriage of the Goods by the Courier under these Conditions. The Consignor hereby indemnifies and shall keep indemnified the Courier in respect of all liability of any nature whatsoever and/or howsoever arising (including without limitation from negligence or without act or default of the Courier or others) in connection with the Goods and the provision of the Services.
- 4.3 The Consignor warrants:
 - 4.3.1 That it has complied with all laws and regulations relating to the nature, packaging, labelling and carriage of the Goods, and that the Goods are packed in a manner adequate to withstand the ordinary risks associated with the carriage of those Goods having regard to the nature of the Goods and the Services to be provided; and
 - 4.3.2 The accuracy of all markings and brandings of the Goods, descriptions, value and other particulars furnished to the Courier.

5 Liability and Insurance

- 5.1 Subject to clauses 5.2 - 5.5 (inclusive), 11 and 16, the Services provided by the Courier in terms of these Conditions are provided entirely at the risk of the Consignor and the Courier shall not be liable for injury or damage to or destruction or loss of the Goods or any other property arising out of or incidental to or in connection with or occurring during the provision of the Services and/or for the mis-delivery and/or non-delivery and/or late delivery of the Goods and

whether or not caused or contributed to or by the default (including negligence) of the Courier or any agent, servant or officer of the Courier or any other person entitled to the benefit of these Conditions.

- 5.2 Subject to the further provisions of these Conditions, in particular, clause 11.3, the Courier shall be liable to the Consignor only in respect of damage to, destruction or loss of the Goods up to a total maximum of R1,000 (one thousand rands) per parcel, i.e. per bar-coded label.
- 5.3 Any claim for injury or damage to or destruction or loss of the Goods under clause 5.2 shall be made in writing to the Courier and must strictly comply with the further provisions hereof. In the event of:
- 5.3.1 Damage to the Goods - a written endorsement must be made by the receiver of the goods on the delivery Courier's Run Sheet at the time of receiving the Goods. A formal claim must be received by the Courier in writing within 7 (seven) days of the receiver receiving delivery of the Goods.
- 5.3.2 Non-delivery of the Goods - a written claim must be made within 30 days from the date the Courier receives the Goods from the Consignor. Any claim not made in writing and within the period stipulated shall be deemed to have been waived and shall lapse.
- 5.4 The Goods and parcels are accepted by the Courier on the condition that the Courier has no responsibility for the collection of cash or any other payment on delivery of the Goods.
- 5.5 As the liability of the Courier is limited as provided in these Conditions the Consignor is advised to seek its own additional insurance cover generally. No insurance will be effected by the Courier for the benefit of the Consignor other than that stated in Clause 5.2.

6 Sub Contractors

- 6.1 The Courier may subcontract to any Sub-Contractor, on any terms, the whole or any part of the Services.
- 6.2 Every exemption, limitation, or condition contained in these Conditions and every right power, authority, exemption from liability, defence and immunity applicable to the Courier or to which the Courier is entitled, shall be available and extend to protect all:
- 6.2.1 Sub-Contractors;
- 6.2.2 Every agent, servant or officer of the Courier and every Sub- Contractor;
- 6.2.3 Every other person (except the Courier) by whom any part of the Service is performed.
- 6.3 The Consignor :
- 6.3.1 Warrants and undertakes that no claim inconsistent with Clause 6.2 shall be made by the Consignor or any other person with an interest in the Goods; and
- 6.3.2 Indemnifies and shall keep indemnified the Courier and each Sub-Contractor against all such claims including legal costs incurred by the Courier and each Sub-Contractor in relation to any such claim on a full indemnity basis.

7 Performance of Services

- 7.1 The Services shall be performed at the sole discretion of the Courier. The Consignor hereby authorises the Courier to adopt such manner of providing the Services as the Courier deems fit.
- 7.2 The Consignor authorises any deliveries from the usual route of carriage or place of storage (if any) as the Courier may in its absolute discretion deem desirable or necessary.

8 Delivery

8.1 The Courier:

- 8.1.1 is hereby authorised to deliver the Goods to the Consignee at the address nominated by the Consignor or Consignee;
 - 8.1.2 shall be deemed to have delivered the Goods in accordance with these Conditions if the Courier obtains a signed delivery run sheet or the electronic equivalent from any person at a nominated address.
- 8.2 If the nominated place of delivery is unattended at the time delivery is attempted or if delivery cannot otherwise be effected for any reason whatsoever, the delivering courier may, without being obliged to do so, leave a calling card requesting the Consignee to contact the delivering courier.
- 8.3 The Goods will be stored for a maximum of seven days.
- 8.4 Where the Goods are collected or consigned for collection, the Courier may release the Goods to any person who presents himself to the Courier as the Consignee or its agent, servant or officer and, in so doing, the Courier shall have delivered the Goods in accordance with these Conditions provided the Courier obtains from that person a receipt or signed delivery run sheet or the electronic equivalent thereof for the Goods.

9 Responsibility for Charges

- 9.1 The Consignor shall be liable to the Courier for all proper charges incurred for any reason in the provision of the Services.
- 9.2 The Courier's charges shall be deemed fully earned and payable on presentation of the invoice for prepaid products, non-discountable and non-refundable.
- 9.3 The Consignor shall not withhold any payment or deduct any amount from the invoice of the Courier by reason of any claim the Consignor alleges against the Courier.

10 Lien

The Courier shall have a lien on the Goods (and any document relating to the Goods) and any other items (and any documents relating thereto) of the Consignor in the custody or control of the Courier for any moneys owing to the Courier by the Consignor whether in connection with the provision of the Services or otherwise and the Courier may sell the Goods or any of those items by public auction or private treaty without further notice to the Consignor or any other person having an interest in them to satisfy that obligation and all costs incurred by the Courier for storage or in relation to the sale, including legal costs on a full indemnity basis.

11 Nature of Goods

- 11.1 The Consignor shall not tender for carriage any volatile spirits, explosives or anything which are/is or may become dangerous, flammable or offensive (including radioactive materials) or which may become liable to damage any property or person whatsoever.
- 11.2 If, in the opinion of the Courier, the Goods are or are liable to become dangerous, flammable, explosive, volatile, offensive and/or damaging, the Goods may at any time be destroyed, disposed of, abandoned or rendered harmless by the Courier without compensation to, but at the cost in all aspects, of the Consignor and without prejudice to the Courier's right to its charges under these Conditions.

11.3 **The Courier does not accept for carriage:** Perishables; Works of Art; Jewellery; Watches; Precious Metals; Precious Stones; Semi-Precious Stones; Furs; Bank and/or Treasury Notes; Bullion; Money; Securities; Stamps; Patterns; Manuscripts; Plans; Designs; Bulk Cargo; Live organisms; Explosives; Firearms; Ammunition; Telecommunications Equipment, Multimedia electronic communication devices, Cellphones, Laptops, Computers, Tablets (and their respective accessories, components and the like); Second-hand Goods; Reconditioned Goods; Plant; Machinery; Vehicle Parts; Vehicle Accessories; Volatile Spirits or anything which might become dangerous, flammable or offensive (including Radioactive Material).

If any of the items detailed above are consigned for carriage they shall be conveyed at the Owner's Risk.

11.4 Any Goods tendered for carriage by the Consignor that are insufficiently and/or inadequately packaged shall be conveyed solely at the Owner's Risk.

12 Consignee's Requirements

The Consignor shall be solely responsible for the conformity of any containers, packaging or pallets with any requirements of the Consignee and for any expense incurred by the Courier arising from any failure to so conform.

13 Brokerage and Commission

The Consignor agrees that the Courier may retain any allowances, brokerages and commissions paid by shipping and forwarding agents, insurance brokers, airlines and any other person in relation to the provision of the Services.

14 Enforceability

All rights, powers, authorities, immunities and limitations of liability in these Conditions shall continue to have their full force and effect in all circumstances and notwithstanding any breach of these conditions or negligence by the Courier or any person entitled to the benefit of these Conditions or any of their respective agents, servants or officers.

15 Indemnity

The Consignor indemnifies and shall keep indemnified the Courier, its agents, servants and officers in respect of any and all liabilities arising from any breach of these Conditions by the Consignor except for limited liability expressly assumed by the Courier under these Conditions.

16 Applicable Law

These Conditions shall be governed and construed in accordance with the laws of the Republic of South Africa.

17 Severance

If part of these Conditions is or becomes unenforceable whether in whole or in part that unenforceability will not affect the enforceability of the remainder of these Conditions.

18 Ownership

The Consignor acknowledges that the business of the Courier is independently owned from that of other

couriers and operators in the Fastway network.

19 POPIA

19.1 Words defined in POPIA shall have the same meaning herein.

19.2 It is anticipated that the Consignor shall share with the Courier Personal Information relating to Consignees for the purposes of the Courier providing the Services.

19.3 Therefore, and for the purposes of POPIA, the Courier shall be an Operator mandated by the Consignor (the Responsible Party) to Process Personal Information of Consignees (and other third parties) (Data Subjects) in terms of these Conditions for the purposes of rendering the Services and will comply with all requirements relating to Operators as prescribed by POPIA.

19.4 The Consignor warrants that it has complied with all obligations of a Responsible Party (whether it is a Responsible Party or not as defined) in relation to any Personal Information of a Data Subject provided to the Courier.

19.5 The Consignor authorises the Courier to share Personal Information with other parties within the Fastway network in so far as may be necessary to perform the Services. The Courier shall Process Personal Information in a manner that is adequate, relevant and not excessive for purposes of providing the Services.

19.6 Personal Information shall be retained by the Courier only for so long and in so far as may be necessary for it to comply with laws and regulations applicable to the business of the Courier.

19.7 In the event that the Consignor is in default of the undertakings herein or of its statutory duties under POPIA, the Consignor hereby indemnifies and keeps the Courier harmless against any claims for loss or damage, fine, statutory penalty and/or sanction, including direct, indirect, consequential loss, damage or injury, suffered by the Courier (together with all other third parties involved in providing the Services (including for the avoidance of doubt, but without limitation, the Fastway National Master, Fastway franchisees, third party contractors)) or any Data Subject as a result of the Consignor's failure to comply with its statutory obligations contained under POPIA and/or any wilful and/or negligent acts or omissions of the Consignor, its employees, contractors, agents. Should a competent court, regulatory body, authority or person with jurisdiction award any damages, fine or penalties against the Courier, the Consignor will be liable for payment of such damages, fine or penalties, which will be payable on demand.

20 Priority

These Conditions hereby incorporate by reference the Conditions of Carriage published at www.fastway.co.za from time to time. If, AT ANY POINT IN TIME, there is a difference between these Conditions and those published at www.fastway.co.za those published at www.fastway.co.za shall take precedence. It is the Consignor's responsibility to apprise itself of the current Conditions as published at www.fastway.co.za.

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