



1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions of Carriage, the following words and expressions have the following meanings, unless the context requires otherwise:

"Business Day"	any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
"Conditions of Carriage"	these Terms and Conditions of Carriage as set out herein and published in printed form and electronically at www.fastway.co.za and as amended from time to time, which should be read in conjunction with the Privacy Policy and Terms of Use as published at www.fastway.co.za and as amended from time to time;
"Consignee"	the person to whom the Goods are to be delivered under these Conditions of Carriage and includes its agents, servants or officers (as the case may be);
"Consignor"	the person for whom the carriage of Goods is performed by the Courier under these Conditions of Carriage and includes its agents, servants or officers (as the case may be);
"Courier"	<ul style="list-style-type: none">(i) Isicabucabu Franchising (Pty) Ltd, registration number 2007/016600/07, a company incorporated according to the company laws of the Republic of South Africa ("Fastway Couriers (South Africa)");(ii) all franchisees within the Fastway Couriers (South Africa) franchise from time to time ("Franchisees");(iii) the person specified on the face of an invoice presented to the Consignor for payment; and(iv) shareholders, directors, employees, consultants, and agents of the above;
"Dangerous Goods"	items that are by their nature (or otherwise considered to be) dangerous or capable of becoming dangerous during transportation, including, but without limiting, those items set out in Part A of SCHEDULE 1 (which is subject to amendment from time to time);
"Goods"	those items accepted by the Courier for carriage on behalf of the Consignor under these Conditions of Carriage;
"ITP"	any independent third-party contracted by the Courier and/or Sub-Contractor (as the case may be) from time to time;
"Owner's Risk"	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's gross negligence or wilful misconduct;

"Parcel"	any parcel, document, envelope, package or any other container containing Goods;
"POPIA"	the Protection of Personal Information Act 4 of 2013;
"Prohibited Goods"	the items in Part B of SCHEDULE 1 hereunder (which is subject to amendment from time to time) that may not be consigned to the Courier for carriage;
"Rand"	the official and accepted currency within the Republic of South Africa;
"Services"	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, transportation and/or storage of the Goods and/or those operations and/or service incidental to any of them;
"Sub-Contractor"	all third-parties contracted to perform any part of the Services from time to time on behalf of the Courier and is to be considered one in the same as the Courier unless otherwise specified, and not including any ITP; and
"Waybill"	any form of proof of delivery document.

- 1.2 Clause headings do not affect the interpretation of these Conditions of Carriage.
- 1.3 Any reference to a "person" includes a natural person and a corporate or unincorporated body or company (whether or not having separate legal personality).
- 1.4 Words in the singular include the plural and words in the plural include the singular.
- 1.5 A reference to any gender includes a reference to each of the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 Writing or written includes electronic communication.
- 1.8 Where the words include(s) or including are used in these Conditions of Carriage, they are deemed to have the words 'without limitation' following them.
- 1.9 Any obligation in these Conditions of Carriage on a person not to do something includes an obligation not to agree or allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

2. **GENERAL CONDITIONS OF CARRIAGE**

- 2.1 The Courier performs the Services in terms of these Conditions of Carriage only, which Conditions of Carriage constitute the entire agreement between the Consignor and the Courier in relation to the provision of the Services.
- 2.2 The Consignor acknowledges that the business of the Courier is independently owned from that of other couriers and operators in the Fastway Couriers (South Africa) network.
- 2.3 These Conditions of Carriage shall become binding on the Consignor upon the signature on the face of the Courier's Waybill by the Consignor or by the delivery of the Goods to the Courier, whichever shall occur first. The Consignor will be bound by the signature of any of its employees, servants and agents on the Courier Waybill. Notwithstanding the foregoing or the acceptance of the Goods by the Courier, these Conditions of Carriage shall not become

binding on the Courier unless the agreement to forward and/or deliver the Goods is accepted by the Courier.

- 2.4 These Conditions of Carriage supplement and detail the general terms and conditions on the Waybills of the Courier ("conditions"). In the case of conflict between these Conditions of Carriage and the conditions, these Conditions of Carriage govern the carriage of Goods to the extent that they do not conflict with the mandatory rules relating to liability for carriage provided by the laws of the Republic of South Africa.
- 2.5 The Courier reserves the right to unilaterally modify, amend, change or supplement these Conditions of Carriage without notice.
- 2.6 All business undertaken including guidance, information or Service provided by the Courier shall be subject to the Conditions of Carriage set out herein and each condition shall be deemed to be incorporated in and to be a condition of these Conditions of Carriage between the Courier and the Consignor of the Goods.
- 2.7 The Consignor confirms that it does not rely upon or claim any other terms, warranties, conditions or representations relating to the use of the Services under these Conditions of Carriage.
- 2.8 The Courier undertakes itself or through its Sub-Contractors and/or ITPs to convey the Goods to the Consignee.
- 2.9 Goods are accepted subject to the conditions stipulated by all other Sub-Contractors and any other ITPs into whose possession or custody they may pass to finalise and deliver Goods that come into their possession.
- 2.10 Subject to express instruction in writing given by the Consignor, the Courier reserves itself complete freedom in respect of means, route and procedure to be followed in the handling and carriage of Goods, and in particular the word "carriage" in the description of Services does not, unless explicitly stated otherwise, imply that Goods will be accompanied by an individual at any or all stages of carriage.
- 2.11 The Courier contracts on the basis that it is not a common or public courier and further on the basis that it is not to be treated, nor does it assume the role in any way whatsoever, as a bailee or depository.
- 2.12 The Courier shall under no circumstances accept any attachment of strict liability.

3. **COURIER'S DISCRETION**

- 3.1 The Courier may, in its absolute and sole discretion (which shall not be unreasonably exercised):
 - 3.1.1 refuse the carriage of any Goods, 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 and/or Prohibited Goods in a Parcel;
 - 3.1.2 refuse and/or cease to provide any of the Services to the Consignor whether before or after the carriage of Goods has commenced; and
 - 3.1.3 open any Parcel in which Goods are placed to inspect the Goods with a view of determining 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. **NATURE OF GOODS**

- 4.1 The Consignor shall not tender for carriage any Dangerous or Prohibited Goods or any other Goods which are/is or may become dangerous, flammable or offensive or which may become liable to damage any property or person whatsoever.
- 4.2 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.

- 4.3 Further to the above and without implying an exhaustive list, **the Courier does not accept for carriage:** Dangerous Goods; Prohibited Goods; works of art; jewellery; watches; semi-precious stones or metals; securities; stamps; patterns; manuscripts; plans; designs; bulk cargo; telecommunications equipment; multimedia electronic communication devices; mobile phones; laptops; computers; tablets (and, in each instance their respective accessories, components and the like); second-hand goods; reconditioned goods; plant; machinery; and vehicle parts and vehicle accessories. All of the aforementioned items are subject to change, variation and amendment, without notice.
- 4.4 Where any of items set out in clause 4.3 are consigned for carriage they shall be conveyed at the Owner's Risk.
- 4.5 Any Goods tendered for carriage by the Consignor that are insufficiently and/or inadequately packaged ("precarious goods") shall be conveyed solely at the Owner's Risk. Should any expenses arise as a result of the carriage of precarious goods, the Courier shall be entitled to recover any and all expenses arising from such carriage.

5. **SUB-CONTRACTORS**

- 5.1 The Courier may subcontract to any Sub-Contractor, on any terms, the whole or part of the Services.
- 5.2 Every exemption, limitation, or condition contained in these Conditions of Carriage 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 Sub-Contractors, including every agent, servant or officer of the Sub-Contractor.
- 5.3 The Consignor and Consignee ("parties"):
- 5.3.1 warrant and undertake that no claim inconsistent with clause 5.2 shall be made by the parties or any other person with an interest in the Goods; and
- 5.3.2 indemnify 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.

6. **USE OF ITPS**

- 6.1 The Courier reserves the right to transport the Goods received from any Consignor by any means at its disposal and may use any, notwithstanding the foregoing, ITP to perform its Services, which includes the completion of its duties.
- 6.2 The Courier shall have no responsibility or liability to the Consignor and/or Consignee for any act, or omission of such ITP (whether negligent or not) even though the Courier may be responsible for the payment for such ITP's charges, nor shall the Courier be obliged to take any action against such ITP. The Courier however reserves the right to, at its sole election, take action on behalf of the Consignor and/or Consignee should the ITP fail to carry out its duties suitably. The costs associated with taking the aforementioned action would be for the account of the Consignor and/or Consignee and are payable upon written demand.

7. **DELIVERY**

- 7.1 The onus of establishing the condition of the Goods at the time of delivery thereof by the Courier shall rest with the Consignor and/or Consignee (as the case may be).
- 7.2 The Courier will only deliver Goods that are the property of the Consignor and/or Consignee and the Consignor and/or Consignee warrant that it is authorised to accept and is accepting these Conditions of Carriage not only on behalf of itself, but also as agent for and on behalf of all other persons who are or may become interested in the Goods. The Consignor and/or Consignee hereby undertake to indemnify the Courier against any damages, costs and expenses from any breach of this warranty.

- 7.3 The Courier is:
- 7.3.1 hereby authorised to deliver the Goods to the Consignee at the address nominated by the Consignor and duly reflected on the Courier's Waybill;
 - 7.3.2 deemed to have delivered the Goods in accordance with these Conditions of Carriage if the Courier obtains a signed delivery run sheet or the electronic equivalent from any person at a nominated address; and
 - 7.3.3 deemed to have delivered the Goods in accordance with these Conditions of Carriage where the Goods are collected or consigned for collection by any person who presents himself to the Courier as the Consignee and the Courier obtains from that person a receipt or signed delivery run sheet or electronic equivalent thereof for the Goods.
- 7.4 If the nominated address is unattended at the time delivery is attempted or if delivery cannot otherwise be effected for any reason whatsoever, the Courier may, without being obliged to do so, leave a calling card requesting the Consignee to contact the Courier.
- 7.5 All Goods that require forwarding to facilitate the delivery may be held at the Courier's discretion and at the Consignor's cost until suitable delivery arrangements can be arranged.
- 7.6 Unless agreed to in writing by the Courier to the contrary, any delivery times indicated by the Courier or estimates of the times of delivery shall not bind the Courier to affect delivery at such time.
- 7.7 The Courier shall be entitled to delay the dispatch of any Goods or expedite the date of dispatch if they, in the sole discretion of the Courier, consider it necessary for the safety of the Goods or if, in the sole discretion of the Courier, there is a backlog of Goods with higher priority and/or any other reason.
- 7.8 If the Courier is for any reason unable to effect delivery of the Goods, reasonable steps would be taken to return the Goods to the Consignor. The Consignor shall be responsible for the costs of carriage, attempted delivery and return of the Goods.
- 7.9 In accordance with clauses 7.4 and 7.5, the Goods will be stored for a maximum of 7 (seven) days.
- 7.10 The Consignor shall bear the onus of proving that the Goods were not delivered to the Consignee or were not delivered to the Consignor or alternative Consignee after the request thereof by the Consignor.

8. **UNDELIVERED OR UNCOLLECTED GOODS**

- 8.1 If any Goods have not been collected or accepted by the Consignee within the maximum period specified in clause 7.9 above (for purposes hereof, notification to the Consignee of the fact that the Goods are available for collection or that the Courier is willing to deliver the Goods shall be deemed to be a good and sufficient tender):
- 8.1.1 the Courier shall notify the Consignor thereof at its *domicilium citandi et executandi* ("domicilium") and;
 - 8.1.2 after the expiration of 10 (ten) days from written notice to the domicilium and;
 - 8.1.3 unless the Consignor gives the Courier instructions to deliver the Goods at the Consignor's expense and cost, any balance shall be held by the Courier on behalf of the Consignor until collected by the Consignor but subject to any governing laws for a period of 60 (sixty) days whereafter the Courier shall be entitled to dispose of such Goods as it deems fit, with no liability therefore whatsoever to the Consignor or Consignee.
- 8.2 The Courier shall be entitled to off-set monies owing to the Consignor for any reason whatsoever against monies due and payable by the Consignor to Courier.

9. **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 monies owing to the Courier by the Consignor whether in connection with the provisions of the Services or otherwise and the Courier may sell the Goods or any of those items by public auction or private arrangement 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.

10. **INSTRUCTIONS**

10.1 The Courier shall have no obligation to take any action in respect of any Goods which may be recognisable as belonging to the Consignor unless it has received suitable instructions relating to such Goods together with all necessary documents and in particular the Courier shall not be obliged to notify the Consignor of the existence or whereabouts of the Goods or to examine them or take any other steps for their identification, protection or preservation or for the preservation of any claim by the Consignor or any other interested person against the Courier, insurer or any other third-party.

10.2 The Consignor and/or Consignee shall be obliged to give any instructions to the Courier in writing and within a reasonable time period before collection or delivery (as the case may be) in order to afford the Courier with the ability to comply with the relevant instruction.

10.3 In the event of the Courier acting on the instruction of a Consignor and/or Consignee (as the case may be), no liability shall attach to the Courier for failure, whether negligent or otherwise, to perform or comply with such instruction.

10.4 The Courier shall be entitled to recover its charges and/or expenses including those incurred hereof.

11. **CHARGES, TARIFFS AND INVOICES**

11.1 All invoices, rates, tariffs and surcharges are subject to withdrawal or revision by the Courier at any time.

11.2 The Courier shall be at liberty to revise all invoices, rates, tariffs or surcharges with or without noticing cases where the Courier's costs are affected by any of its Sub-Contractors and/or ITPs and may do so without notice to the Consignor.

11.3 Charges are calculated based on the prevailing rates of the Courier.

11.4 The Consignor shall be liable to the Courier for all proper charges incurred for any reason in the provision of the Services.

11.5 The Courier's charges shall be deemed fully earned and payable on presentation of the invoice or prepaid products, non-discountable and non-refundable.

11.6 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.

12. **GENERAL COURIER LIABILITY**

12.1 The Services provided by the Courier in terms of these Conditions of Carriage 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, whether or not caused or contributed to or by the default (including negligence) of the Courier or any of its agents, servants or officers or any other person entitled to the benefit of these Conditions of Carriage.

12.2 The Courier shall under no circumstances be liable for:

- 12.2.1 loss or damage incurred through Goods being tendered with inadequate packaging and packing;
 - 12.2.2 any loss or damage whatsoever caused by the perishable, fragile or brittle nature of the Goods and packaging;
 - 12.2.3 ordinary loss in weight or volume or ordinary wear and tear of the Goods; or
 - 12.2.4 loss or damage to any Parcel exceeding the prescribed size or weight limitations set by the Courier or ITP from time to time and in its sole discretion.
- 12.3 Subject to clause 13.3 and clause 4.3 and any further provisions of these Conditions of Carriage, 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 R1,000.00 (one thousand Rand) per Parcel (per bar-coded label).
- 12.4 Any claim for injury or damage to or destruction or loss of the Goods under clause 12.3 shall be made in writing to the Courier and must strictly comply with the further provisions hereof:
- 12.4.1 In the event of damage to Goods:
 - 12.4.1.1 a written endorsement must be made by the Consignee of the Goods on the Courier's run sheet or electronic equivalent at the time of receiving the Goods; and
 - 12.4.1.2 a formal claim must be received by the Courier in writing within 7 (seven) days of the Consignee receiving delivery of the Goods.
 - 12.4.2 In the event of non-delivery of Goods:
 - 12.4.2.1 a written claim must be made within 30 (thirty) days from the date the Courier receives the Goods from the Consignor; and
 - 12.4.2.2 any claim not made in writing and within the period stipulated shall be deemed to have been waived and shall lapse.
- 12.5 Subject to clause 12.4, the Consignor will be required to provide proof of what it paid for the damaged and/or lost Goods.
- 12.6 Notwithstanding anything to the contrary contained or implied in this clause 12 and clause 13, no liability by the Courier is extended to, without limitation, those items set out in SCHEDULE 2 and which is subject to amendment, variation and additions without notice.

13. **INSURANCE AND ASSUMPTION OF LIABILITY**

- 13.1 The Courier shall not be obliged to affect insurance in respect of Goods consigned.
- 13.2 The Courier is not an insurer nor an insurance intermediary nor an insurance broker. To the extent that the Courier agrees to arrange insurance for the Consignor, it does so as an agent, for and on behalf of the Consignor, notwithstanding that the premium may be paid by the Courier.
- 13.3 Further to the above:
- 13.3.1 The Courier's standard accepted liability shall not exceed R1,000.00 (one thousand Rand) in respect of the actual loss to the Consignor, which, for the avoidance of doubt, does not extend to indirect or consequential loss or damage to any consignment of Goods.
 - 13.3.2 Where a Consignor requires any assumption of liability and the required assumption of liability for any one Parcel exceeds R1,000.00 (one thousand Rand) but does not exceed R30,000.00 (thirty thousand Rand), the Consignor may select the Extended Liability Option available on <https://claims.fastway.co.za> and such consignment will be subject to the terms in the Extended Liability Schedule annexed hereto.

13.4 Under no circumstances will the increased liability under the Extended Liability Option offered in clause 13.3.2 of these terms and conditions, if selected by the Consignor, apply to any Parcel which value exceeds R30,000.00 (thirty thousand Rand).

14. **INDEMNIFICATION**

14.1 In addition to any other indemnities provided for in these Conditions of Carriage, the Consignor hereby indemnifies the Courier against any liability, loss, expenses, damages, costs, interest or fines of any nature whatsoever which the Courier may sustain or incur as a result of:

14.1.1 complying with the instructions given by the Consignor and/or Consignee;

14.1.2 any breach by the Consignor of any of its obligations hereunder; or

14.1.3 the exercise by the Courier of any of its rights hereunder or the owner of the Goods, the Consignee and/or any person who has an interest in the Goods or in their receipt (whether contingent or otherwise).

15. **WARRANTIES**

In addition to any other warranties provided for in these Conditions of Carriage, the Consignor warrants that:

15.1 Where he is not the owner of the Goods that he has the 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 of Carriage.

15.2 He has ensured the accuracy of all markings and brandings of the Goods, description, value and other particulars furnished to the Courier.

15.3 He has duly supplied on the face of the Courier's Waybill all particulars necessary to comply with applicable laws and rulings or requirements of the Courier or any ITP including the nature of the Goods.

15.4 Unless expressly stated on the face of the Courier's Waybill, none of the Goods are or may become dangerous, flammable and/or inflammable, radioactive, perishable, noxious or fall within any category of goods listed in the restricted items manual issued from time to time by any authority or within SCHEDULE 1 nor are any such items by their nature likely to harbour vermin or pests or cause injury or damage to any person, goods or property whatsoever, nor will the Goods (or any part thereof) comprise items specified in clause 4.3.

15.5 The Goods have been properly and sufficiently packed and/or prepared for carriage. If any Goods are tendered to the Courier which could constitute a breach of any of the warranties (whether with or without its consent), the Courier in addition to its rights a common law, may deal with the Goods (which may include the destruction thereof) as it deems fit without liability to the Consignor and without prejudice to its right to recover its charges and/or expenses, including those incurred in dealings as aforesaid notwithstanding that it may have acted (or failed to act) negligently.

16. **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.

17. **COSTS**

The Consignor shall be liable for all costs incurred in the recovery of any monies herein including collection charges and attorney/client costs whether incurred prior to or during the institution of legal proceedings or if judgement has been granted in connection with the satisfaction or enforcement of any such judgement.

18. **INDULGENCES**

No relaxation or indulgence of these Conditions of Carriage shall in any way prejudice the Courier's rights nor shall they be deemed to be a waiver of any of the Courier's rights in terms of these Conditions of Carriage and no variation, waiver, indulgence and/or relaxation of the conditions herein shall be binding upon the Courier, unless reduced to writing and signed by a duly authorised representative of the Courier.

19. **ENFORCEABILITY**

All rights, powers, authorities, immunities and limitations of liability in these Conditions of Carriage 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 of Carriage or any of their respective agents, servants or officers.

20. **GOVERNING LAW**

These Conditions of Carriage and any non-contractual obligations arising from it shall be governed by and construed in accordance with the laws of the Republic of South Africa.

21. **VALIDITY**

If at any time any clauses of these Conditions of Carriage shall become or be held to be of no effect or unenforceable whether by operation of law or by reason of uncertainty or otherwise it shall not affect the validity of the remainder of the Conditions of Carriage which shall remain in full force and effect.

22. **JURISDICTION**

22.1 The Consignor hereby consents in terms of section 45 of the Magistrates' Courts Act 32 of 1944 ("Act") or any amendment thereof to the Courier taking legal proceedings for the enforcement of any of its rights under these Conditions of Carriage for recovery of monies claimable under these Conditions of Carriage or otherwise, if it so elects, in the Magistrates Court in any district having jurisdiction in respect of the Consignor by virtue of section 28(i) of the aforesaid Act.

22.2 This clause does not preclude the Courier, at its sole discretion and election, from instituting action in the High Court and the Consignor also consents to the jurisdiction of the High Court in the jurisdiction elected by the Courier from time to time.

23. **DOMICILIUM**

The Consignor appoints their address as set out in the Waybill.

24. **POPIA**

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

24.2 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.

24.3 For 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 of Carriage for the purposes of rendering the Services and will comply with all requirements relating to Operators as prescribed by POPIA.

24.4 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.

24.5 The Consignor authorises the Courier to share Personal Information with other parties 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 the purposes of providing the Services.

- 24.6 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.
- 24.7 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 ITPs involved in providing the Services 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. 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.

SCHEDULE 1

PART A - DANGEROUS GOODS

The items below must not be consigned for carriage with the Courier:

- **Explosives** (e.g. ammunition, fireworks, igniters);
- **Compressed gas** (e.g. aerosol products, carbon dioxide gas, cigarette lighter, butane);
- **Flammable liquids** (e.g. alcohol, flammable paint and thinners, flammable varnish removers, turpentine, petroleum products, benzene);
- **Inflammable liquids;**
- **Flammable solids** (e.g. metallic magnesium, matches, zinc powder);
- **Inflammable solids;**
- **Oxidising material** (e.g. some adhesives, some bleaching powders, hair or textile dyes made of organic peroxides, fibreglass repair kits, chlorine);
- **Poison including drugs and medicines** (although some are acceptable in prescription quantities);
- **Non-infectious perishable biological substances are accepted when packed and transmitted appropriately;**
- **Radioactive material;**
- **Corrosives** (e.g. corrosive cleaning liquid, paint or varnish removers, mercury-filled thermometer); and
- **Miscellaneous** (e.g. magnetised materials, oiled paper, polymerisable materials)

PART B - PROHIBITED GOODS

The items below must not be consigned for carriage with the Courier:

- Money, including bank and/or treasury notes; bullion; securities; all South African notes of whatever issue or denomination, and the bank notes or currency of any other country;
- Asbestos;
- Bees, leeches, silkworms or any other animal or living organism;
- Biological substances, infectious or non-infectious;
- Firearms, or parts thereof;
- Furs;
- Human or animal remains, including ashes;
- Ivory;
- Rhinoceros horn;
- Uninsured jewellery;
- Perfumery products;
- A film or publication which falls in the category of XX or X18 in terms of the Films and Publications Act 65 of 1996 as amended;
- Perishable items;
- Uninsured precious metals;

- Uninsured precious stones, which means, all valuable natural mineral stone, silica or substances extracted from the group, whether in their natural state or refined, processed, set or treated and includes semi-precious stones and any other natural or synthetic mineral, stone, silica or substance whether in a natural state, cut or uncut, refined, processed, set or treated.

SCHEDULE 2

ASSUMPTION OF LIABILITY EXCLUSIONS

Unless the Courier agrees in writing to accept liability for the handling of the items listed below prior to the Goods being tendered, any assumption of liability, whether express, tacit or oral, is explicitly excluded:

- Goods with a value exceeding the limited liability offered by the Courier (the Courier will not accept any liability for any goods excluded from the Courier's liability);
- Second-hand consignments;
- Mechanical or electrical goods (unless contained in brand new and original packaging);
- Antiques or antiquities of any description;
- Explosives, arms and ammunition;
- Flammable and inflammable liquids and/or solids;
- Live animals of any description;
- Bank and treasury notes and travellers cheques;
- Gold or any other bullion;
- Precious metals;
- Brass and scrap metal;
- Bulk cargo of any description;
- Cash;
- Deeds;
- Documents, designs, models, moulds, patterns, and plans,;
- Furs;
- Specie;
- Any illegal substances, drugs, cannabis, seafood, fresh produce, and/or frozen goods;
- Any goods placed in a flyer, where the flyer would, in the ordinary, not be sufficient packaging for the consignment;
- Plants and/or edibles (irrespective of its packaging);
- Breakable, scratchable, brittle, bendable goods (such as glass, including windshields and windows);
- Ceramic and/or basins (be it shatterproof or reinforced), or plastic, such as Perspex;
- Goods of a liquid nature (drums, tubs and/or containers);
- Jewels (of any nature);
- Cosmetic material (of any nature);
- Goods made and/or manufactured and/or produced from any form of wood (irrespective of the size and/or strength of the wood);
- Furniture of any kind;
- Any solar related goods, or goods utilising solar panels in any way form and/or nature;
- Goods relating to a generator or inverter;
- Goods which have running liquids or operates with liquids (whilst the liquids are inside the consignment);
- Any form of batteries;
- Goods relating to motor vehicles (including, but not limited to: body panels, windows, windshields, mechanisms, electrical components and/or mechanical components, engine spares);
- Trophies;
- Medallions;
- Refrigerated and/or frozen goods (due to the longevity of its life span);
- Blinds and/or railings (due their brittle and breakable nature);
- Laser cut and/or 3D products (electronic in nature and guarantees are with the supplier); and
- Ink Toners and/or Cartridges.