

**FREIGHTGUARD**

FreightGuard Service Guarantee Terms & Conditions

General

1. Unless the Customer has elected prior to the commencement of the Carriage that the FreightGuard Service Guarantee is not to apply, CGN Logistics Solutions (Pty) Ltd 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 CGN Logistics Solutions (Pty) Ltd, 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 at all.
3. The Customer must pay CGN Logistics Solutions (Pty) Ltd the applicable FreightGuard Service Guarantee charge.

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 CGN Logistics Solutions (Pty) Ltd website using the relevant URL link as follows:

<https://freightguardintl.my.site.com/s/new-claim?vCarrierPrefix=CGN>
2. The Customer must notify CGN Logistics Solutions (Pty) Ltd 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 CGN Logistics Solutions (Pty) Ltd that loss or damage has occurred in respect of the Goods, within **seven (7) 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 **seven (7) 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 CGN Logistics Solutions (Pty) Ltd with any Claim, documentary evidence acceptable to CGN Logistics Solutions (Pty) Ltd (for example, receipt, valuation or tax invoice) as proof of value of the Goods. Value of the goods is on a cost price basis excluding any markups or other additional charges.
5. Where the customer makes a valid Claim and there are outstanding amounts owed by the Customer to CGN Logistics Solutions (Pty) Ltd, CGN Logistics Solutions (Pty) Ltd 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 CGN Logistics Solutions (Pty) Ltd 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 CGN Logistics Solutions (Pty) Ltd 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 CGN Logistics Solutions (Pty) Ltd under the FreightGuard Service Guarantee is the lesser of:
 - i. The FreightGuard Service Guarantee Limitation Amount of R5 000,00 (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 CGN Logistics Solutions (Pty) Ltd (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 CGN Logistics Solutions (Pty) Ltd 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, CGN Logistics Solutions (Pty) Ltd reserves the right to take possession of the goods as salvage and to dispose of such goods as it sees fit.

FreightGuard Service Guarantee Exclusions

8. CGN Logistics Solutions (Pty) Ltd 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 CGN Logistics Solutions (Pty) Ltd within the relevant time limits set out above;
 - c) Where CGN Logistics Solutions (Pty) Ltd 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. Dangerous, hazardous, combustible or explosive materials, gold and silver bullion, coin, dust, cyanides, precipitate or any form of un-coined gold and silver ore, bullion, platinum and other precious metals, precious and semi-precious stones including commercial carbons or industrial diamonds, currency (paper or coin) of any denomination or nationality, negotiable securities, stocks, bonds, certificates, un-cancelled postage or revenue stamps, war savings or thrift stamps, blank or endorsed bank cashiers cheques, money orders or travellers cheques, antiques, pictures, livestock or plants, glassware, ceramics, porcelain, earthenware, artworks, sculptures, antiques, mirrors, chandeliers, lighting fixtures, marble or stone items, musical instruments, electronic screens (such as TVs and monitors), scientific or medical equipment, White Goods and any items inherently susceptible to breakage, cracking, scratching, or cosmetic damage. All such goods are transported entirely at the shipper's own risk. CGN accepts no liability whatsoever for loss or damage of any kind to these items, regardless of cause, including but not limited to handling, transit conditions, or the adequacy of packaging.
 - ii. Second-hand goods that have not been declared as such to CGN Logistics Solutions (Pty) Ltd, who reserves the right to inspect second-hand goods before acceptance and to delay the transit time by one day to effect such inspection.
 - e) Where CGN Logistics Solutions (Pty) Ltd in its reasonable opinion considers the Packaging of the Goods to be inadequate for Rail, Road or Air 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.
 - f) Where the Goods are determined by CGN Logistics Solutions (Pty) Ltd 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 CGN Logistics Solutions (Pty) Ltd, have been caused by the Carriage;
 - h) Where CGN Logistics Solutions (Pty) Ltd fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of CGN Logistics Solutions (Pty) Ltd's own employees or those of others and whether or not CGN Logistics Solutions (Pty) Ltd 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 CGN Logistics Solutions (Pty) Ltd;
 - 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 mailbox.

Amendments to Terms and Conditions of Contract

9. CGN Logistics Solutions (Pty) Ltd reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.