

CONDITIONS

1. The carrier is not liable for loss, damage or delay to any of the goods described in the bill of lading caused by the act of the God, of public enemies, riots, strikes, defect of inherent vice in the goods, the act of default of the shipper or owner, the authority of law quarantine or differences in weights of grain, seed live stock or other commodities caused by natural shrinkage.
2. In case of physical necessity, the carrier has the right to forward the goods by any route between the point of shipment and the point of destination.
3. The amount of any loss or damage shall not exceed R25.00 per kilo unless a higher value is declared on the face of the bill of lading by the consignor.
4. The carrier is not liable for loss, damage, injury, or delay to any goods carried under the bill of lading unless notice thereof setting out particulars of origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage, injury or delay is given in writing to the carrier at the point of delivery or at the point of origin within seven (7) days after the delivery of the goods. Endorsement of the claim must be effected on the consignment note at the time of delivery.
5. Where, through no fault of the carrier, the carrier is unable to effect delivery of goods to the person entitled to receive them, the goods may:
 - a) Be kept in the warehouse of the carrier, subject to a reasonable charge of storage and to the carrier's responsibility as warehouseman only, or Public Warehouse.
 - b) At the option of the carrier, the goods may be removed to, and in a public or licensed warehouse at the expense of the owner of the goods and there held at risk of the owner, without liability on the part of the carrier, and subject to alien for all freight and other lawful charges including a reasonable charge for storage.
6. The owner, or consignee of the goods, shall pay the freight and all other lawful charges accruing on goods, and if required by the carrier, shall pay the same before delivery, and of the goods shipped are not those described in the bill of lading, the freight charges shall be paid upon the goods actually shipped with any additional penalties due.
7. Every person, whether as principal or agent, shipping explosives or dangerous goods without previous full written disclosure to the carrier of their nature, shall indemnify the carrier against all loss, damage or injury caused thereby and the goods may be warehoused at the risk and expense of the owner of the goods.
8. Any alteration, addition or erasure in a bill of lading shall be signed or initialled by the parties thereto.
9. The carrier is not liable for shortages of inner contents of packages.

10. ROUTES AND PROCEDURES

The company shall be entitled in its sole discretion to determine the means, procedures and routes to be followed in performing the carriage.

11. COMPANY'S LIEN OVER GOODS

- 11.1. The Company shall have a lien over all goods and documentation for monies due to the Company in respect of services rendered by the Company relating to the carriage of the goods.
- 11.2. In the event of the customer failing to pay the Company all monies due by it to the Company with the Company's terms of payment, the Company shall have to right without notices to the customer:
 - 11.2.1 to open and examine any part of such goods; and
 - 11.2.2 at it's option, to sell either by public auction or private treaty, and at its entire discretion, the whole or any part of the goods; and
 - 11.2.3 to apply the process of any such sale, after deducting all expenses attendant thereupon, in payment of or towards any sum due by the customer to the Company; and
 - 11.2.4 to pay to the customer any surplus, without interest within 30 days after such sale whereupon the Company shall be released from liability whatsoever in respect of the goods carried.
- 11.3 The exercise by the Company of any of the right accorded to it by this clause shall be without prejudice to any other rights it may have under this agreement or at common law in respect of the non-payment by the consignor of the Company's remuneration.

12. TIME OF DELIVERY

The Company shall not be liable for any delay or detention of the goods and/or loss, damage or deterioration therein, unless the date and time for delivery of the goods expressly stipulated on the delivery note as being of the essence of the contract.