



FreightGuard Service Guarantee Terms & Conditions

July 2022

General

1. Unless the Customer has elected prior to the commencement of the Carriage that the FreightGuard Service Guarantee is not to apply, **ACT Logistics 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 care, custody, and control of **ACT Logistics 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 all.
3. The Customer must pay to **ACT Logistics Pty Ltd**, the applicable FreightGuard Service Guarantee charge.

FreightGuard Service Guarantee Claims

4. 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 **ACT Logistics Pty Ltd** website using the relevant URL link as follows:

<https://freightguard.force.com/s/new-claim?vCarrierPrefix=ACT>

5. The Customer must notify **ACT Logistics 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 **ACT Logistics 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) in respect of Claims for non-delivery, within fourteen (14) days after the date of dispatch specified for that consignment
6. The Customer may only make one (1) Claim per consignment.
7. The Customer must provide to FreightGuard with any Claim, documentary evidence acceptable to **ACT Logistics Pty Ltd** (for example, receipt, valuation, or tax invoice) as proof of value of the Goods.
8. Where the customer makes a valid Claim against **ACT Logistics Pty Ltd**, **ACT Logistics Pty Ltd** reserves the right to pay the Claim either directly to the Customer or as a credit to the Customer's account.
9. Claims will only be paid by **ACT Logistics 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 **ACT Logistics Pty Ltd** has been paid in accordance with the credit terms extended.

FreightGuard Service Guarantee Limitations

10. 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 **ACT Logistics Pty Ltd** under the FreightGuard Service Guarantee is the lesser of:

- i. the FreightGuard Service Guarantee Limitation Amount of R 5000.00 (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 **ACT Logistics 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 in respect of the Goods and any payment by **ACT Logistics Pty Ltd** arising out of any Claim made by the Customer will not include the freight charges and the claim settlement amount will be inclusive of VAT.
- d) Where a claim has been paid in full for goods damaged, **ACT Logistics 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

11. **ACT Logistics Pty Ltd** will not be liable for any Claims made by Customers in any of the following circumstances:

- a) Where the Customer has declined the FreightGuard Service Guarantee and has not paid the FreightGuard Service Guarantee charge;
- b) Where the Customer fails to submit the Claim to **ACT Logistics Pty Ltd** within the relevant time limits set out above;
- c) Where **ACT Logistics Pty Ltd** is in possession of an unendorsed proof of delivery form (Clean POD) for the consignment;
- d) Where the Goods consigned are Excluded Goods, where "Excluded Goods" means each of the following items:
 - i. Tobacco products of all descriptions, Alcohol products, money, bullion, credit cards, pre-paid cards, jewellery, watches, precious stones, furs, treasury notes, securities, stamps, patterns or manuscripts, plans, designs, explosives and all livestock or plants. Guns, Ammunition, Hazardous goods and Dangerous goods / materials; negotiable instruments; gemstones; antiques; works of art; securities; drugs; refrigerated/perishable goods; household and personal effects; and any valuable documents; Goods that will attract vermin, glass or glass product, cellular phones, iPads, iBooks mobile electronic devices, devices with lithium batteries and Second-hand goods.
- e) Where **ACT Logistics Pty Ltd** 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;
- f) Where the Goods are determined by **ACT Logistics 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 **ACT Logistics Pty Ltd**, have been caused by the Carriage;
- h) Where **ACT Logistics Pty Ltd** fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of ACT Logistics Pty Ltd.'s own employees or those of others and whether or not **ACT Logistics Pty Ltd** could have avoided the same by acceding to the demands of the employees responsible for such action), acts of God, war, terrorism, riots or political unrest, fire, flood, embargo, litigation, acts of government or any agency instrumentality or any political subdivision thereof or any other cause beyond the control of ACT Logistics 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

12. **ACT Logistics Pty Ltd** reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.