

ACT LOGISTICS (PTY) LTD

Reg: 1998/00307/07

LIMITATIONS OF LIABILITY (updated 2023)

EXTRACT FROM STANDARD TRADING CONDITIONS DATED AUGUST 2023

PAGE 3 CLAUSE 18 – 19

18 INSURANCE

ACT IS NOT A REGISTERED INSURANCE BROKER AND IS BY LAW FORBIDDEN FROM ON SELLING INSURANCE TO THE CLIENT. THE CLIENT MUST ENSURE THAT THEY HAVE SUFFICIENT INSURANCE COVER FOR THE VALUE OF THE GOODS BEING SENT.

Should the Client not have Goods in transit insurance in place, ACT may refer the client to an Insurer who could provide such insurance to the Client if so requested by the Client.

19 EXCLUSIONS AND LIMITATIONS OF LIABILITY

- 19.1 ACT will be **liable** to the Client for **physical, direct losses and damages** in respect of the goods, if such physical direct losses or damages are caused directly by the **negligence or fault**-based conduct or omissions of ACT, from the time that ACT takes possession of the goods until the time that ACT correctly delivers the goods to the designated consignee and receives a POD, to a maximum of R5000.00 per consignment.
- 19.2 Should ACT and the Client agree to ACT increasing its Liability in a Service Level Agreement, ACT'S Liability to the Client will be limited to the maximum value agreed to in the SLA, the clauses in the SLA will override the Standard Trading conditions.
- 19.3 Notwithstanding the provisions of clauses 18 and 19 it is recorded that ACT's liability to the Client in respect of Goods in its care shall:
- 19.3.1 terminate on a bona fide delivery to the consignee nominated by the Client unless the consignee or Client, at the time of delivery, brings to the attention of ACT in writing the loss of damage to the Goods within 7 (seven) days addressed to claims@myact.co.za. The maximum liability assumed by ACT shall be R5 000.00.
- 19.3.2 Be limited to the lesser of the value declared for carriage by the Customer to ACT prior to collection in writing and agreed to by ACT or the amount of actual loss not exceeding the agreed value. If no value is declared by the Client, the maximum liability assumed by ACT shall be R5000.00 (five thousand rand) per waybill.
- 19.3.3 Be confined to the cost of repair or replacement of lost or damaged Goods to a maximum of R5000.00; and ACT takes no responsibility for consequential losses of any kind.
- 19.4 **ACT's responsibility as described in clause 19.2 will be underwritten by means of a Goods in Transit policy and ACT and the Client shall be bound by the terms and conditions thereof.**
- 19.5 Notwithstanding anything to the contrary herein contained, and to the extent permitted by Law, **in no event shall ACT be liable under any circumstances whatsoever in respect of the goods for;**
- 19.6 Incidental, indirect, exemplary, punitive, and consequential damages, lost profits (fines (demurrage), penalties), business interruption, including non-performance, delays or Acts of God, earthquakes, abnormal weather, fires, floods, and other acts of nature, out of the control of ACT.
- 19.7 **ACT does not know the nature and value of the goods it receives for carriage.** Accordingly, ACT is entitled to assume that all goods handed to them for carriage are **valued at R5000.00 or less than R5 000.00.**
- 19.8 **ACT's liability** to the Client for physical direct loss or damage to the goods referred to in 19.1 is also subject to the **exclusions** set out in the "Institute Cargo Clauses A and Strikes (Cargo) Clauses" issued by the London Institute Underwriters as amended by them from time to time. As well as the exclusions listed on the back of the ACT Waybill and excludes amongst others: Alcohol high content, Antiquities of any description, artwork, paintings, frames and framed commodities, bank and or treasury notes, bonds, bullion, cash, travellers cheques, vouchers of any description, money, sim cards, prepaid cards, securities, specie, stamps, bulk cargo of any form, cellular phones and accessories, iPad, iBook's or any mobile electronic devices, any device containing lithium batteries, cigarettes, tobacco and tobacco products, gold, silver, watches, precious stones, jewellery, precious metals and, glass and glass products, dangerous/ hazardous goods, Explosives, ammunition, weapons and all livestock. Household goods and personal effects are deemed as 2nd hand and are therefore not insurable.
- 19.9 If ACT is liable to pay any amount to the client for loss or damage in terms of the preceding clauses, then ACT shall have the **right of salvage** in respect of those goods, and the client shall be obliged to reasonably assist ACT to exercise such salvage right.
- 19.10 Notice of any Claims by the Client against ACT must be received by ACT in writing not later than 7(seven) days after such incident arose, to claims@myact.co.za failing which such claim shall ipso facto lapse and become unenforceable.