



Introducing the Julipo Couriers FreightGuard Service Guarantee

At Julipo Couriers, we are focused on continually improving our product offering to our customers to provide an efficient, dependable and cost-effective service. In support of this approach, we are introducing the FreightGuard Service Guarantee.

If there is an isolated incident where Julipo Couriers, or its agents, experiences a service failure that results in the loss or damage of your goods, we can now legally provide a guarantee over our service through the **FreightGuard Service Guarantee**.

This Guarantee offers financial protection for our customers against loss or damage of freight at a very competitive rate, with a guaranteed quick claim assessment and no excess applied to the amount claimed.

The **FreightGuard Service Guarantee** will be automatically activated as of the 1 October 2018 and is designed to provide financial peace of mind by providing a claim compensation of up to R 5,000.00 per consignment for the nominal fee of R 15.00 per waybill.

The **FreightGuard Service Guarantee** terms and conditions, which form part of the **Julipo Couriers** Standard Terms and Conditions of Carriage, are attached and will be found on our website at www.julipo.co.za

Please feel free to contact your **Julipo Couriers** Client Services Representative should you require additional information on this or any of our other services. We look forward to supporting your business through our focus on service excellence.

Yours sincerely,

Julipo Couriers Management

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, JULIPO COURIERS will provide to the Customer a warranty against loss or damage to Goods during the Carriage and while the Goods are in the possession of JULIPO COURIERS, 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 JULIPO COURIERS 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 made in writing on a claim form supplied by JULIPO COURIERS. Claims must be sent to:-

JULIPO COURIERS
25 Coetzee Street
Pienaarsdorp, KLERKSDORP
2571

or e-mailed to: claims@julipo.co.za

5. The Customer must notify JULIPO COURIERS 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 JULIPO COURIERS that loss or damage has occurred in respect of the Goods, within fourteen (14) 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 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 JULIPO COURIERS with any Claim, documentary evidence acceptable to JULIPO COURIERS (for example, receipt, valuation or tax invoice) as proof of value of the Goods.
8. Where the customer makes a valid Claim and there are outstanding amounts owed by the Customer to JULIPO COURIERS, JULIPO COURIERS **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 JULIPO COURIERS in respect of any consignment after the Customer has paid all outstanding Freight Charges in respect of that consignment.

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 JULIPO COURIERS under the FreightGuard Service Guarantee is the lesser of:

- i. the FreightGuard Service Guarantee Limitation Amount of R 5,000.00 (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 value of the Goods, as supported by documentary evidence acceptable JULIPO COURIERS (for example receipt, valuation or suppliers 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.
- d) Where a claim has been paid in full for goods damaged, JULIPO COURIERS 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. JULIPO COURIERS will not be liable for any Claims made by Customers in any of the following circumstances:

- a) Where the Customer has not paid the FreightGuard Service Guarantee charge;
- b) Where the Customer fails to submit the Claim to JULIPO COURIERS within the relevant time limits set out above;
- c) Where JULIPO COURIERS 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. Bullion, cash, credit cards, pre-paid cards, traveller's cheques/s, valuable stamps, deeds, valuable documents or film. Also regarded as excluded goods are jewellery, watches, precious stones / gem stones, furs, tobacco products of all description, any product containing alcohol, tyres, livestock and game or plants, tinned fish, fresh produce, dangerous goods, explosives, guns and ammunition, drugs, copper products, glass and glass products, liquid products, wood and wood products and tiles. The carrier shall not be liable for scratches or dents, water damage or damage to packaging on second-hand goods which must be declared as such to Julipo Couriers, who reserves the right to inspect second hand goods before acceptance and to delay the transit by one day to effect such inspection.
- e) Where JULIPO COURIERS 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 JULIPO COURIERS 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 JULIPO COURIERS, have been caused by the Carriage;
- h) Where JULIPO COURIERS fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of JULIPO COURIERS' own employees or those of others and whether or not JULIPO COURIERS 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 JULIPO COURIERS;
- i) Where the goods have been lost or damaged as a result of derailments, collisions, overturning;
- 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 mail box.

Amendments to Terms and Conditions of Contract

12. JULIPO COURIERS reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.