



## INSURANCE COVER

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The following conditions will apply to each and every order, whether verbal, written, or otherwise placed on and accepted by the carrier whether present or future, and whether specifically referred to in such order or not and no order shall be executed otherwise than in terms hereof.

### 1. LIABILITY FOR LOSS OR DAMAGE

- 1.1. The Goods in Transit (GIT) insurance covers the load to the value of R5 000 000 (Five Million Rand) per truck. In case of an accident, fire, and hijacking, losses incurred will be recoverable proportional to the value of the load, but not more than R 5 000 000 (Five Million Rand).
- 1.2. Any claim against the company by the client in respect of any accidental loss, damage, short delivery, or pilferage, howsoever arising attributable to the negligence or dishonesty of the company's employees and/or drivers (not Directors, Partners or Owners), shall be limited to the sum of R1 000 000 (one million Rand) per event or R2 000 000 (two million Rand) in the annual aggregate.
- 1.3. The limitation of the company's potential liability under 1(b) above applies to any consignment irrespective of the value of the goods so consigned.
- 1.4. If any consignment has been insured (see optional insurance: 3(b)), then the company may be liable to the client for any damage or loss sustained, but even then:
  - i. the maximum compensation recoverable from the company shall be limited to the amount actually received from it by its insurers,
  - ii. it shall not be permissible for the client to institute any legal proceedings against the company until such time as the company is in receipt of payment from its insurers in respect of the claim, and
  - iii. the client shall not be entitled to withhold payment of the charges raised by the company pending resolution of any claim against the company's insurers.

## **2. EXCESSES**

The Goods in Transit (GIT) insurance cover is subject to a 10% excess on all claims lodged. Any claim against the company referred to in 1(b), shall be subject to the same excess as per the insurance policy.

## **3. OPTIONAL INSURANCE**

- 3.1. It is the client's responsibility to effect insurance in respect of any loss or damage to the goods or services to which this agreement relates, and in so doing the client shall nominate the company as co/insured in the policy.
- 3.2. Should the client require insurance for goods handed to the company, the company can provide such insurance:
  - i. To the value of the invoiced value of the goods, excluding any taxes, permits, or any other fees, penalties, or indirect cost. (At a rate of 2% of the invoiced value of the goods), or
  - ii. do so in terms of a specific written agreement between the company and the client.
  - iii. The written agreement will specify the type of insurance, the maximum liability of the company per event and/or per claim and/or per consignment, what is included and what is excluded under the insurance, and the typical value and method of packaging of consignments.
  - iv. The agreement will also specify the cost/tariff payable for such insurance as well as the method of payment. In the absence of such a written agreement signed by both the client and the company, the company's liability to the client of a claim shall remain as provided in 1(b).