



3 WINGS LOGISTICS (PTY) LTD.

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TERMS AND CONDITIONS

Terms and Conditions

1. All and any business is undertaken and accepted by **3 Wings Logistics (Pty) Ltd.** (hereafter called the company) Subject to conditions hereinafter set out and each and every condition hereinafter set out, shall be deemed to be a condition of any agreement between the companies.
2. The Sender enters into contract with the Company and certifies that the particulars on the face hereof are correct and requests the Company to receive and forward the mentioned cargo to specified destination and to deliver it to the consignee in accordance with the conditions as set out hereunder.
3. Goods are accepted subject the conditions stipulated by all other carrier and parties into whose possession or custody they must pass for the due fulfilment of the obligations of the Company.
4. The Company shall not in any circumstances be liable for the loss of damage to goods unless such loss or damage occurs whilst the goods are in actual custody of the Company and under its actual control and unless such loss or damage is due to the wilful act of default of the Company or its own servants.
5. The Company shall not in any circumstances be liable for any loss or damage suffered by the sender of the consignee attributable to the delay in delivery or non-delivery of any goods or parcels due to whatsoever cause whether it be due to default of the Company or not.
6. The Company shall not in any circumstances be liable for any loss or damage whatsoever caused by the hazardous, perishable, fragile or brittle goods, nor for mechanical derangement of the goods.
7. The Company shall not in any circumstances be liable for the scratching, cracking, denting, chipping, bruising or breakage or other loss or damage to inadequately packed goods handed to the Company for the consignment.
8. All occasions of non-delivery of goods must be reported to the Company within 2 days from date of consignment and the report confirmed in writing within 7 days.
9. Under no circumstances shall the liability of the Company in any one consignment exceed the value of goods for which the claim has been made against the Company, whether the loss or damage suffered by the owner of the goods is caused by or due to the neglect or default of the

Company or not. We have R 150 000 GIT and a claim will only be lodge if our vehicle has been hi-jacked or are in an accident and there is loss or damage of your cargo.

10. Completion of the relevant section, "Insurance Required" duly initiated as required on the face hereof will be regarded sufficient notice to the Company to extend is maximum liability to the amount stated subject to the exceptions stipulated by Insurers / Underwriters.
11. To Pay "consignments (marked for "consignee's account" on the face hereof) will be accepted by the Company provided the consignee has an approved ledger account with Company and prior arrangements have been made. In all other cases consignments are accepted for "Senders account" only C.O.D consignments are not undertaken. Notwithstanding the aforesaid the sender remains liable for all consignments charges and other lawful expenses due to the Company should the said charges and expenses not be recovered by the consignee within 30 days from date of consignment or should the consignee default payment for any reason whatsoever.
12. All moneys due to the Company in respect of services rendered shall be paid to the Company at the end of MONTH and receipt of STATEMENT. Payment shall be made without deduction or set off and no amounts due may be deferred or withheld for any reason whatsoever. In particular the lodging of a claim against the Company the sender or consignee shall not entitle the sender or consignee to withhold any moneys due to the Company.
13. The Company shall have a lien over all goods which it obtains possession and shall be entitled to hold as pledge all goods as security for any moneys due in respect of previous consignments undertaken by the Company on behalf of the owner of the goods.

Authorised Signature:

Initials& Surname:

Designation:

Date:

Place:
