

ON THE DOT Supply Chain Management and Specialised Logistics

TERMS & CONDITIONS



1. INTERPRETATION

In these terms and conditions, clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention, -

- 1.1 an expression which denotes -
 - 1.1.1 any gender includes the other genders.
 - 1.1.2 a natural person includes an artificial or juristic person and vice versa.
 - 1.1.3 the singular includes the plural and vice versa.

- 1.2 the following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings -
 - 1.2.1 "**OTDSL**" refers to On The Dot Supply Chain Management Business unit known as On the Dot Specialised Logistics
 - 1.2.2 "**Consignee**" means the Person/Business to whom the relevant Goods are to be delivered to from time to time and/or any person who has any interest in the receipt of such Goods (whether contingent or otherwise) and their successors in title.
 - 1.2.3 "**Customer / Client**" means any person at whose request or on whose behalf OTDSL renders the services.
 - 1.2.4 "**Delivery Address**" means the address nominated in writing by the Customer to which the relevant Goods are to be delivered by OTDSL (or by its agents or sub-contractors).
 - 1.2.5 "**Delivery Date**" means the date by which date the relevant Goods are to be delivered by OTDSL (or by its agents or sub-contractors), based on the service type or as nominated by the Customer and/or agreed between the Parties.
 - 1.2.6 "**Fees**" means the fees payable by the Customer in consideration for the services to be rendered by OTDSL in accordance with these terms and conditions and/or to be agreed between the Parties on a case-by-case basis and/or as stipulated in the Quotation agreed to or by means of a Main Agreement between parties;
 - 1.2.7 "**Goods**" means any and all goods, items, consignment, package, to be despatched or consigned from time to time and shall include any envelope, container, package, pouch, parcel or box in which such Goods are contained.
 - 1.2.8 "**Main Agreement**" means any other written agreement entered into between OTDSL and the Customer from time to time.
 - 1.2.9 "**Owner**" means the owner of the Goods.
 - 1.2.10 "**Parties**" means OTDSL and the Customer and includes an individual reference to anyone or both of them, as the context may require.
 - 1.2.11 "**OTD**" means On the Dot Supply Chain Management (Pty) Ltd, and its business units including Specialised Logistics, Media Logistics, Merchandising, Pamphlet Distribution, Marketing and Sampling, BI Services, Sales and Demand Planning Services, Retail and Commercial Management Services, Online Services via 4me.co.za, Supply chain services – owned by the Novus Holdings Group, with registration number 1996/005340/07 and VAT number 409 0160 070, and with its registered address at 10 Freedom way, Montague Gardens, Milnerton, Western Cape, 7441, and Physical address head office at Block A2, East Precinct, East Loop, Montague Park, 7441;
 - 1.2.12 "**Sub-Contractor**" means any entity appointed or contracted by OTDSL to render

logistic and logistic services alternatively any other service on behalf of OTDSL whether such service relates to road, rail, air freight or any aspect related to the rendering of logistic services in generally.

- 1.2.13 **"Taxes"** shall include all taxes, value-added taxes, imports, levies, deposits or outlays, duties, and any other statutory amounts, together with any interest, penalties, fines and expenses in connection therewith, which are payable by the Customer in respect of the Goods; and
- 1.2.14 **"Waybill"** means a single consignment, made up from one or more parcels/goods with a note reflecting the date, names and addresses of the Customer and the Consignee and the service level.

2. **SERVICES RENDERED BY OTDSL**

- 2.1 OTDSL provides consignment or logistic services to the Customer by providing and/or facilitating the collection, carriage and delivery of Goods on the basis that it is neither a common carrier nor a public carrier.
- 2.2 Subject to express prior instructions in writing (physical or electronically) by the Customer, OTDSL reserves to itself complete freedom in respect of means, route and procedure to be followed in the handling and transportation of Goods including but not limited to the use of Sub-contractors and/or third parties. The use of the term "logistic or courier" in the description of services does not, unless specifically otherwise stated, imply that Goods will be accompanied by an individual at any or all stages of transit.

3. **CONDITIONS OF CARRIAGE**

- 3.1 OTDSL will not provide services in respect of any items, Goods, consignment, package with content (nor any part thereof) that are:
 - 3.1.1 dangerous or may become dangerous, or which by their nature may injure, damage, taint or contaminate, or that requires a permit or special permission to transport.
 - 3.1.2 combustible or explosive materials, inflammable, radio-active, noxious or fall within any category of goods listed in the Dangerous Goods Regulations manual issued from time to time by the Dep of Transport - Merchant shipping Act, 1951 (Act No57 of 1951) and by the International Air Transport Association (IATA).
 - 3.1.3 by their nature likely to harbour or attract vermin or pests or cause injury or damage to any person, goods or property whatsoever.
 - 3.1.4 livestock or plants.
 - 3.1.5 perishable and/or frozen food stuffs or fall within any category of goods listed in the Perishable Cargo Regulations manual issued from time to time by the International Air Transport Association.
 - 3.1.6 gold and silver bullion, coin, dust, cyanides, precipitates or any form of uncoined gold and silver ore, bullion, platinum and other metals, precious and semi-precious stones including commercial cartons or industrial diamonds.
 - 3.1.7 currency (paper or coin) of any nationality, negotiable securities, stocks, bonds, certificates, uncanceled postage or revenue stamps, war savings or thrift stamps, blank or endorsed bank cashier's cheques, money orders or traveler's cheques or antiques.
 - 3.1.8 lithium-Ion Batteries without correct packaging.
 - 3.1.9 blood samples, laboratory specimens without any special packaging and warning labels; and/or
 - 3.1.10 firearms and/or ammunition.
- 3.2 In the event that any Customer should consign with OTDSL any of the items listed in clause 3.1 above, the Customer shall indemnify OTDSL for all claims, damages, fines, penalties, taxes

and expenses arising in connection therewith and OTDSL shall have the right to deal with such items as it shall see fit and reserves its right to abandon carriage of the goods immediately upon OTDSL becoming aware that such goods infringe these conditions.

- 3.3 OTDSL will notify the Customer from time to time of any materials which are not acceptable by OTDSL for carriage.
- 3.4 OTDSL reserves the right to inspect the Goods, consigned by its customer to ensure that all Goods are capable of carriage to the destination within the standard operating procedures and handling methods of OTDSL. In making this reservation, OTDSL does not warrant that any particular item to be carried is capable of carriage and delivery without infringing the law of any country or state from, to or through which the item may be carried.
- 3.5 If the transportation of any Goods involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention, the Montreal Convention or any other relevant convention may be applicable and may govern the transportation of the Goods. In most cases this further limits the liability of OTDSL in respect of loss or damage to such Goods.
- 3.6 No obligation whatsoever exists or will exist upon OTDSL to make any claims on behalf of the Customer arising out of any claim which the Customer might have against any third party.

4. FEES AND PAYMENTS

- 4.1 Quotations are given on the basis of immediate acceptance or as otherwise indicated and subject to the right of withdrawal or automatic increase or decrease accordingly. If any changes occur in the rates of freight, fuel, labour, insurance premium or other charges applicable to the Goods, quotations shall be subject to revision accordingly with or without notice to the Customer. Should the Customer's parcel exceed the quoted actual mass by the volumetric weight, OTDSL will charge a fee based on the highest weight between actual or volumetric weight.
- 4.2 The Customer shall be liable for all Taxes and any other amount of whatsoever nature levied by the authorities at any port or place in connection with the Goods. The Customer shall also be liable for any payments, fines, expenses, loss or damage incurred or sustained by OTDSL in connection with the Goods.
- 4.3 The Customer indemnifies and holds OTDSL harmless against any amounts claimed by and/or due to authorities as referred to in clause 4.2. In the event that OTDSL is required to and/or makes payment of any of the amounts referred to in clause 4.2, the Customer undertakes to refund OTDSL all such amounts upon demand.
- 4.4 The Fees shall be:
 - 4.4.1 inclusive of all costs and charges of Sub-contractors appointed by OTDSL, which shall be for the account of OTDSL.
 - 4.4.2 exclusive of all Taxes payable in respect of the consignment of the Goods and the Customer shall be liable to pay an amount equal to any such Taxes to OTDSL in addition to the Fees.
 - 4.4.3 exclusive of any surcharges for services relating to transportation of Goods via early bird express, Saturday service, after hours/public holidays, embassies & consulates, mines, power plants, farms, townships, plots, retail or chain store deliveries, rural areas or outlying regional areas; and
 - 4.4.4 exclusive of any additional charges levied by OTDSL for the increase in the monetary liability of OTDSL contemplated in clause 12.

- 4.5 A 25 % (twenty five percent) handling fee will be levied for any cancellations and deducted from any refund or credit due to the Customer.
- 4.6 Payment of all Fees and/or Taxes are to be paid by the Customer prior to delivery of the Goods unless payment terms are agreed to otherwise in the approved quotation or Main Agreement.

5. SERVICE TYPES AND AREAS

- 5.1 OTDSL will provide logistic services between the areas stipulated in clause 5.2, within the time frames set out below:
- 5.1.1 **Next Day Service (ONX)** - this service is only available in major centers where Goods are collected before 12h00 and delivered before 17h00 the next day.
- 5.1.2 **Economy Service (ECO)** – this service is available in all areas, save that the delivery times will vary as follows:
- 5.1.2.1 major centers: between 2 (two) to 3 (three) business days.
- 5.1.2.2 regional areas: between 3 (three) to 5 (five) business days; and
- 5.1.2.3 outlying regional areas: between 5 (five) to 7 (seven) business days.
- 5.1.3 **Specialised Services** – these are services that do not fall within the ONX and ECO services above, as agreed between the Parties, from time to time.
- 5.2 OTDSL will provide services to the following areas:
- 5.2.1 **Major Centre:**
Bloemfontein, Klerksdorp, Cape Town, Durban, Gqeberha, Johannesburg and Pretoria, Mbombela, Polokwane with 30km Radius.
- 5.2.2 **Regional Areas:**
Delivery addresses, towns and or cities within a 30km (thirty kilometre) radius from the major centre as per clause 5.2.1 above.
- 5.2.3 **Outlying Regional Areas:**
Delivery addresses, towns and or cities beyond a 30km (thirty kilometre) radius from the major centre but within 150 km (hundred and fifty kilometre) of a major centre.
- 5.2.4 The areas referred to in clauses 5.2.1 to 5.2.3 are serviced on selective days and, as such, the onus on the Customer to confirm delivery days to these areas prior to sending the Goods. OTDSL reserves the right to refuse and/or delay deliveries to these areas due viability.
- 5.3 OTDSL does not provide collection or delivery services to mines, hospitals, farms, power plants, handle any tender submission, far outlying areas, informal settlements or any high-risk areas and as determined by OTDSL from time to time.

6. DELIVERY

- 6.1 The Customer shall be responsible for the accuracy and completeness of the particulars inserted in the Waybill and for ensuring that all consignments set out adequate contact details for the Customer and Consignee. It is also the Customer's responsibility to ensure Goods are correctly and securely packed, marked and labelled to enable delivery to be made.
- 6.2 OTDSL will deliver the Goods to the Consignee or any other person appearing to have authority to accept delivery of the Goods on the Consignee's behalf, such as persons at the same premises as Consignee.
- 6.3 Unless the Customer has specified that delivery may only be accepted by the person named on the Waybill, OTDSL will discharge its delivery obligations if the Customer or Consignee or any person found at the Delivery Address appearing to have authority to accept delivery,

accepts delivery of the Goods. OTDSL shall not be obliged to ensure that the Goods reach the named Consignee or Customer after delivery at the Delivery Address.

6.4 OTDSL will not be liable for delays caused by incorrect delivery information on the Waybill and will charge an additional cost to the Customer if the address provided is incorrect and the consignment needs to be redelivered to a newly provided address.

6.5 OTDSL reserves the right to contact the Consignee to confirm:

6.5.1 the address and availability of the Consignee; and

6.5.2 any special instructions for such delivery.

6.6 Whilst OTDSL will do its utmost to ensure that all deliveries are made within the time period of the relevant service type, delivery times are not guaranteed and OTDSL will not be liable for delays in delivery.

7. **CUSTOMER/OWNER'S RISK**

All handling, packing, loading, unloading, warehousing and transporting of Goods by or on behalf of or at the request of OTDSL are effected at the sole risk of the Customer and/or the Owner, and the Customer hereby indemnifies OTDSL accordingly.

8. **INSURANCE**

It is the Customer's responsibility to ensure that Goods are, at all material times, adequately insured against loss or damage to their full value on an all-risk basis. Should the Customer fail to obtain such insurance then the Customer shall bear all risk of loss or damage to such Goods and indemnifies OTDSL accordingly.

If not stated otherwise in approved quotation or as per Main Agreement, the Customer will be liable for insuring their goods comprehensively for all risk under a Goods in Transit (GIT) insurance facility.

9. **PERSONAL INFORMATION**

9.1 In order to provide services to the Customer in accordance with these terms and conditions, OTDSL:

9.1.1 will collect, store and use the Customer's name, address, billing and other personal information as defined in the Protection of Personal Information Act 4 of 2013.

9.1.2 will retain the personal information for as long as it is necessary to provide the services to the Customer.

9.1.3 may be required to give third parties access to the Customer's personal information from time to time.

9.1.4 will take reasonable steps to ensure that third parties with whom it is required to share the Customer's personal information treat such personal information with the same level of care as OTDSL, however, OTDSL does not have direct control over the manner in which such third parties store and/or use such personal information.

9.2 The Customer hereby consents to the collection and processing of its personal information by OTDSL for the purposes of carrying out its obligations in terms of these terms and conditions and/or the Main Agreement.

9.3 The Customer agrees that OTDSL shall not be liable for any loss and/or damage which it may suffer as a result of the manner in which third parties' access, uses and stores the Customer's personal information.

- 9.4 The Customer acknowledges that they have read and considered the data privacy policy of Novus Holdings, holding company of OTDSL, which is accessible on the following link https://novus.holdings/wp-content/uploads/2020/12/Privacy-Policy_FINAL.pdf

10. CUSTOMER'S WARRANTIES

The Customer warrants that:

- 10.1 it is either the owner or the authorised agent of the owner of the Goods in respect of which the Customer instructs OTDSL and that each such person is bound by these terms and conditions.
- 10.2 all information and instructions supplied or to be supplied by it to OTDSL is and shall be accurate, true and comprehensive, and in particular, without derogating from the generality of the foregoing, the Customer shall be bound by and warrants the accuracy of all descriptions, values, marks, brands, weights, numbers, contents and other particulars furnished to OTDSL for customs, consular and other purposes, and the Customer warrants that it will not withhold any necessary or pertinent information, and indemnifies OTDSL against all claims, losses, penalties, damages, expenses and fines whatsoever arising as a result of a breach of the foregoing including any assessment or reassessment;
- 10.3 All Goods will be safely, properly, adequately and appropriately prepared and packed, marked and labelled, and capable of withstanding the normal hazards inherent in the collection, carriage and delivery of the Goods and hereby indemnifies OTDSL accordingly.
- 10.4 It has complied with all applicable laws and regulations and has all the necessary permits, clearances and permission of any relevant authority that may be required in respect of the Goods.
- 10.5 The shipper of any Goods, and their agents, if any, shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to OTDSL for customs, consular and other purposes.

11. LIABILITY OF OTDSL

- 11.1 Subject to the provisions of clause 7 and clause 8, OTDSL shall not be liable for any claim of whatsoever nature, whether in contract or in delict, and whether for damages or otherwise, howsoever arising, unless:
- 11.1.1 such claim arises from a negligent act or omission on the part of OTDSL; and
- 11.1.2 in circumstances where the claim relates to the loss of, damage to, or delay in relation to the carriage of goods, such claim arises at a time when the Goods in question are in the actual custody of OTDSL and under its actual control.
- 11.2 Notwithstanding anything to the contrary in these terms and conditions, OTDSL shall not be liable, in any event, for any consequential or special damages or other indirect losses, as a result of any omission by OTDSL, its servants, Sub-Contractors, agents or independent third parties, however arising, whether or not OTDSL had knowledge that such damage might be incurred, including, but not limited to loss of income, profits, interest, utility or loss of market.
- 11.3 In respect of clause 11.1 and in the event that OTDSL is found to be liable to the Customer by a court with competent jurisdiction, the liability of OTDSL for any loss and/or damage to the Goods is limited to the lesser of:
- 11.3.1 R 500-00 (five hundred rand).

- 11.3.2 The amount of loss or damage to the Goods actually sustained, evidenced by relevant documentation; or
 - 11.3.3 The actual value of Goods with regard to its commercial utility or special value to the Customer.
- 11.4 Where the transportation of the Goods is governed by the Montreal Convention or the Warsaw Convention, the liability of OTDSL for the delay, loss or damage of the Goods shall be limited in accordance with the provisions thereof.

12. INCREASE OF MONETARY LIMITATION OF LIABILITY

- 12.1 The Customer may, at its own election and for an additional fee, elect to increase the monetary liability of OTDSL stipulated in clause 11 above by:
- 12.1.1 written notice to OTDSL before the Goods is collected from the Customer, together with a statement of the value of the Goods; and
 - 12.1.2 paying any such additional fee as may be levied by OTDSL at its discretion in order to increase its liability.
- 12.2 Upon receipt of such notice OTDSL shall, in its absolute discretion, agree in writing to its liability being increased to a maximum amount equivalent to the amount stated in the notice. Should OTDSL agree to the increased amount, the Customer will be deemed to have agreed and undertaken to pay such additional fee as will be required by OTDSL to increase its liability as contemplated in clause 12.1.2 provided that, should OTDSL not agree to the increased liability or should the Customer fail to make payment of the additional fee, the limits set out in clause 11.3 will apply.
- 12.3 Nothing in this clause 12 shall be construed as assumption of liability by OTDSL for all loss or damages to the Goods and the Customer understands that this clause is applicable in the event that OTDSL is liable to the Customer in terms of clause 11.1 and 11.3.

13. CLAIMS PROCEDURE

- 13.1 Any and all claims against OTDSL must be made in writing on a claim form supplied by OTDSL and emailed to assistance@onthedot.co.za within 14 (fourteen) calendar days of the event giving rise to such claim failing which such claim shall be automatically rejected by OTDSL. The Customer agrees and acknowledges that it shall not be entitled to proceed with litigation against OTDSL in the event that it fails to comply with the provisions of this clause 13.1.
- 13.2 Subject to compliance with 13.1 above, any successful claim lodged with OTDSL shall be finalised within 12 (twelve) months after the event giving rise to the claim, or whatever time frame are required from On the Dot insurance underwriters to finalise such claim.
- 13.3 The signature of a delivery note by the Customer or Consignee or recipient of the Goods, in acknowledgment of it having received the Goods referred to therein in good condition, shall be conclusive proof of the Goods referred to therein having been properly delivered by OTDSL in good order and condition. The Customer acknowledges and agrees that no claims will be entertained in instances where OTDSL is in possession of a signed delivery note.
- 13.4 Any claim against OTDSL for loss or damage to the Goods shall be automatically rejected unless the Customer or Consignee or recipient of the Goods notes the nature of such loss or damage on the delivery note at the time of taking delivery.

- 13.5 The provisions of clause 13.4 shall apply even though the Customer or Consignee or recipient may have endorsed the delivery note with the words “not checked” or similar words.
- 13.6 The Customer shall only be entitled to submit 1 (one) claim per consignment, limited to the maximum value as set out in clause 11 or such higher value as agreed by the Parties in terms of clause 12.1.

14. **INDEMNITY**

- 14.1 Without prejudice to any rights or securities which OTDSL may have under these terms and conditions or in law, the Customer hereby indemnifies and holds OTDSL harmless against all liabilities, damages, fines, penalties, taxes, costs (including legal costs on an attorney and client scale) and expenses whatsoever incurred or suffered by OTDSL, or any other person, arising directly or indirectly from or in connection with the Customer’s express or implied instructions or their implementation by or on behalf of or at the instance of OTDSL in relation to any Goods and in particular, but without limitation of the foregoing, in respect of any liability whatsoever which may be incurred:
- 14.1.1 to any haulier, carrier, warehouseman or other person whatsoever at any time involved with such Goods arising out of any claim made directly or indirectly against any such person by the Customer or by any consignor, consignee or owner of such Goods or by any person having an interest in such Goods or by any other person whatsoever.
- 14.1.2 to any owner or Consignee of such Goods who is not the Customer of OTDSL where OTDSL performs the service of a deconsolidation agent, or any other service.
- 14.1.3 to any carrier of the Goods if OTDSL is the consignor or consignee of the Goods.
- 14.1.4 arising from any negligence, inaccuracy or omission on the part of the Customer; and / or
- 14.1.5 as a result of any breach of any of the Customer’s warranties.

15. **FORCE MAJEURE**

- 15.1 OTDSL shall have no liability to the Customer in respect of any losses, liabilities, damages, costs or expenses of any nature whatsoever which may arise as a result of delay or failure to comply with or breach of any of the terms and conditions of these terms and conditions by OTDSL if occasioned by or resulting from a force majeure event, including, but not limited to an act of God or public enemy, loadshedding, fire, explosion, earthquake, volcanic eruption, perils of the sea, flood, war (declared or undeclared), terrorist action, revolution, mutiny, rebellion, civil commotion or other civil strife, riot, strike, blockade, embargo, confiscation, destruction by or under the order of any government or official, seizure, expropriation, requisition, sanction, epidemic, act of any government or other authority, compliance with government orders, demands or regulations, or any circumstances of a similar nature beyond the reasonable control of OTDSL.

16. **GOVERNING LAW**

These terms and conditions shall be governed by the laws of the Republic of South Africa.

17. **SUB-CONTRACTING**

- 17.1 Any services to be rendered by OTDSL may, in the sole discretion of OTDSL, be fulfilled by OTDSL itself, by its own employees performing part or all of the relevant services, or by OTDSL sub-contracting such services to a third party.

- 17.2 Where OTDSL employs third parties to perform all or any of the functions which it has agreed to perform, the Customer agrees that OTDSL shall have no responsibility or liability to the Customer for any act or omission of such third party, save that OTDSL shall, upon request from the Customer, cede any claim it may have against the third party to the Customer.

18. **IMPORTANCE NOTICE**

- 18.1 OTDSL permits the use of this website subject to the terms and conditions. By using this website in any way, the Customer shall be deemed to have accepted all the terms and conditions unconditionally. The Customer must not use this website if it does not agree to these terms and conditions.
- 18.2 OTDSL quotations to Customers will be subject to the Customer agreeing to the terms and conditions as per this document. The Customer must not accept or agree any quotation if they do not agree to the terms and conditions.

19. **GENERAL**

- 19.1 OTDSL may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of its website or the Customer's right to use the website and/or services.
- 19.2 The Customer may not cede, assign or otherwise transfer its rights and obligations in terms of these terms and conditions to any third party.
- 19.3 Any failure on the part of the Customer or OTDSL to enforce any right in terms hereof shall not constitute a waiver of that right.
- 19.4 If any phrase, term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 19.5 No variation, addition, deletion, or agreed cancellation of the terms and conditions will be of any force or effect unless in writing and accepted by or on behalf of the Parties hereto.
- 19.6 No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
- 19.7 These terms and conditions contain the whole agreement between the Customer and OTDSL and no other warranty or undertaking is valid, unless contained in this document.

20. **ACCEPTANCE**

- 20.1 The Customer hereby agrees to the contents of this document. If the Customer disagrees with the content hereof, then the Customer must not proceed with the business.