FreightGuard Service Guarantee Terms & Conditions

General

1. On the Dot will provide to the Customer a warranty against loss or damage to Goods during the Carriage and while the Goods are in the possession and control of On the Dot, 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 On the Dot applicable FreightGuard Service Guarantee charge.

FreightGuard Service Guarantee Claims

1. Any claim under the FreightGuard Service Guarantee for damage to or loss of Goods ("Claim") must be submitted by completing the Online Claims Submission Form which can be found on the On the Dot website using the relevant URL link as follows:https://freightguardintl.my.site.com/s/new-claim?vCarrierPrefix=OTD

2. The Customer must notify On the Dot 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 On the Dot 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.

3. The Customer may only make one (1) Claim per consignment.

4. The Customer must provide to On the Dot with any Claim, documentary evidence acceptable to On the Dot (for example, receipt, valuation or tax invoice) as proof of value of the Goods.

5. Where the customer makes a valid Claim and there are outstanding amounts owed by the Customer to On the Dot, On the Dot reserves the right to pay the Claim either directly to the Customer or as a credit to the Customer's account.

6. Claims will only be paid by On the Dot in respect of any consignment after the Customer has paid all outstanding Freight Charges in respect of that consignment and where the Customer account with On the Dot has been paid in accordance with the credit terms extended.

FreightGuard Service Guarantee Limitations

7. 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 On the Dot under the FreightGuard Service Guarantee is the lesser of:

      i. the FreightGuard Service Guarantee Limitation Amount of R3 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 of the Goods, as supported by documentary evidence acceptable to On the Dot (for example receipt, valuation or 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.

d) VAT will be included in the payment made by On the Dot under the FreightGuard Service Guarantee in respect of the value of the goods relating to the claim, supported by documentary proof of the value of the goods.

e) Where a claim has been paid in full for goods damaged, On the Dot 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

8. On the Dot will not be liable for any Claims made by Customers in any of the following circumstances:

a) Where the Customer has not selected a level of FreightGuard Service Guarantee to apply to the consignment or has not paid the FreightGuard Service Guarantee charge;

b) Where the Customer fails to submit the Claim to On the Dot within the relevant time limits set out above;

c) Where On the Dot 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. Tobacco products of all descriptions, Alcohol products, money, bullion, credit cards, pre-paid cards, jewellery, watches, precious stones, furs, treasury notes, securities, stamps, patterns or manuscripts, plans, designs, explosives and Ammunition, Hazardous goods and Dangerous goods / materials; negotiable instruments; gemstones; antiques; works of art; drugs; any liquids (metal or plastic containers) copper products; glass and glass products, furniture, household and personal effects; and any valuable documents; wrought or unwrought metals; weapons; living animals or plants; refrigerated/perishable goods; second hand goods.

ii. Second hand goods that have not been declared as such to On the Dot, who reserves the right to inspect second hand goods before acceptance and to delay the transit time by one day to effect such inspection.

e) Where On the Dot 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 On the Dot 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 On the Dot, have been caused by the Carriage;

h) Where On the Dot fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of On the Dot 's own employees or those of others and whether or not On the Dot 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 On the Dot ;

i) Where the goods have been lost or damaged as a result of derailments, collisions, overturning, forced entry of vehicles and premises, armed robbery, or hijacking.

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 mailbox.

Amendments to Terms and Conditions of Contract

9. On the Dot reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.