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**STANDARD CONDITIONS OF CARRAIGE**  
**FOR CHADEX (PTY) LTD**



**STANDARD CONDITIONS OF CARRAIGE FOR CHADEX (PTY) LTD  
REGISTRATION NUMBER: 2020/503013/07**

**t/a CHADEX EXPRESS**

All business undertaken by Chadex is subject to the following terms and conditions:

1. For the purpose of the paragraphs set out below:
  - 1.1 "the Company" shall mean Chadex;
  - 1.2 "Carriage" shall mean all forms of transport and related activities undertaken by the Company on behalf of Clients, in respect of Goods.
  - 1.3 "the Client" shall mean the party who contracts with the Company for the Carriage of the Goods and shall also mean the party on whose behalf the Company took possession of Goods in good faith, whether the sender, the party billed, the consignee, the true owner, the lawful owner, or any other party who can be held responsible to be the party on whose behalf the Company has rendered the service.
  - 1.4 "The Goods" shall mean all packages, parcels, or items taken into possession by the Company for Carriage on behalf of the Client.
2. The Company has a right to refuse to accept for Carriage any Goods without giving reasons for such refusal. It is recorded and agreed that the Company is neither a public nor common carrier.
3. The Company will in its sole discretion select the methods of transport and handling to be used in the Carriage, regardless of the service requested by the Client.
4. The instruction from the Client to the Company in respect of any Carriage shall be made on the Company's official dispatch document form duly completed and tendered with the Goods. If no dispatch document is created, the contents of this clause shall apply to whatever form of instruction is used in its place (including but not limited to sub-contractors), whether a parcel label, computer diskette or prior written contractual arrangement with the Client. The person signing the dispatch document, if someone other than the Client, hereby warrants that he/she is duly authorised to order the services of the Company and to enter into this agreement for and on behalf of the Client. In the event that the Client is not the owner of the Goods, the Client warrants that it is duly authorised to enter into this agreement on behalf of the true owner and / or lawful owner of the Goods.
5. The Company's charges in respect of the Carriage shall be levied in accordance with its agreed tariffs, as amended from time to time, unless an alternative agreement has been committed in writing and signed by an authorised representative of the Company. The Client agrees to be bound by such tariff and amendments. Eternal disbursements made in respect of the Carriage, including but not limited to, duties and taxes, shall be recovered at cost from the Client in addition to the Company's charges.
6.
  - 6.1. The Company does not carry dangerous goods. Dangerous goods, for the purpose of this clause and the agreement as a whole, are defined as those goods and substances which are classified as dangerous in accordance with SABS Codes of Practice 0228 and 0229, which codes may be amended from time to time, including without any limitations whatsoever, any goods or substances which are in the opinion of the Company, of a hazardous and / or dangerous nature. The Client is cautioned to avoid tendering to the Company any packages containing dangerous or hazardous goods and / or substances, as any liability of any nature whatsoever, and howsoever caused, arising out of the Carriage of the dangerous goods will in its entirety be passed onto the Client. *This clause may be amended / altered should the Client give prior written notice to the*



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*Company, and both parties agree in writing to the amendment thereof. The Company will then act as a 3<sup>rd</sup> party agent in sourcing the correct vehicle required to handle the dangerous goods. Any liability whatsoever caused by and / or arising from any such amendment shall as aforesaid, remain with the Client.*

- 6.2. The Client is cautioned to avoid tendering to the Company, Goods which are fragile or valuable, and should they do so, they are obliged to so pack and label the Goods to minimise the additional risk to which such Goods may be exposed.
- 6.3. Whether or not the Client has observed the terms of this clause, the Client indemnifies the Company against any loss or damage (including consequential damages), arising out of the Carriage of dangerous and / or fragile Goods.
7. Due consideration being given to clause 6.1 herein, the Client warrants and undertakes that it shall not submit for Carriage to the Company any illegal, dangerous or hazardous Goods, including but not limited to radioactive materials, explosives, narcotics and livestock. In the event of breach of this provision the Client indemnifies the Company against any loss or damage including but not limited to consequential damages. Any costs of disposal of such goods which the Company may incur as a result of, or in connection with the goods aforesaid, shall be for the Client's account. Any actions taken / resulting and / or arising from the aforesaid, and any costs incurred as result thereof shall be taken / incurred in the Company's sole and absolute discretion, and shall be undertaken / incurred at the Client's risk.
8. In general terms, save for what is set out in the sub-clauses hereunder, the Company hereby either excludes or limits liability to the Client in respect of the Goods in its possession / in Carriage, in respect of any loss or damage relating thereto, howsoever such loss or damage is caused, even if caused by the negligence on the part of the Company or its servants, agents or sub-contractors in circumstances where vicarious liability would be applicable.
  - 8.1. The Company's liability to the Client in respect of the Carriage of Goods shall terminate when a clean receipt is received by the Company on delivery of the Goods to the consignee. Clean receipt shall be deemed to have been obtained by the Company if the consignee has not at the time of delivery endorsed any discrepancy on the dispatch document.
  - 8.2. DECLARED VALUE OF GOODS: The Company assumes limited liability for Goods in Carriage up to the value of R1000.00 (One Thousand Rand) ONLY. VALUE DECLARED AT ZERO OR NO VALUE DECLARED AT ALL: In the event of the value of the Goods being declared at zero on the dispatch note, or should no value for the Goods be disclosed at all by the Client, then the Company accepts limited liability to a maximum amount of R250.00 (Two Hundred And Fifty Rand) for Goods in Carriage. In this instance the Company shall not arrange insurance in respect of the Goods in Carriage. The Client acknowledges and agrees to the aforesaid values and accordingly recognises that the Company shall levy fees and insurance premiums based on these values ONLY.
  - 8.3. Due consideration being given to clause 8.2 above, it is recorded that the Company's liability is limited to the proven cost of repair or at the Company's discretion, the original purchase cost of the Goods damaged or lost, which in neither circumstance shall exceed the maximum value of a R1000.00 (One Thousand Rand), as the Company's fees and insurance premiums charged to the Client are based on the maximum value declared.
  - 8.4. The Company does not offer liability cover for Incidental Costs; the Client is required to arrange this cover with their own liability provider. Liability for fines, penalties and loss of profits is specifically excluded.
  - 8.5. The Company accepts no liability whatsoever, nor shall any insurance cover be arranged for the following classes of Goods, regardless of the Client's declaration in respect thereof, and the Client indemnifies the Company against any loss or damage (including consequential damages) arising out of the Carriage of such Goods:
    - 8.5.1. Precious stones and metals, jewellery, negotiable instruments;



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- 8.5.2. Works of art, heirlooms and other irreplaceable, sentimental or priceless items;
- 8.5.3. Any article exceeding a maximum value of a R1000.00 (One Thousand Rand);
- 8.5.4. Unique articles such as samples whose cost of creation is materially different to the normal cost of such goods in a production environment;
- 8.5.5. Perishable Goods or Goods likely to contaminate other goods or attract pests.
- 8.6. Should insurers repudiate any claim under the terms and conditions of the insurance cover arranged on the Client's behalf, the Company shall remain liable to the Client, subject to the limits and exceptions contained in clauses 8.1 to 8.8, providing that it is proved that the loss, damage or delay in respect of the Goods was caused by gross negligence on the part of the Company.
- 8.7. The Company's maximum liability to the Client in respect of the aggregate of all claims, losses or damages governed by the preceding provisions of this clause shall never exceed R1000.00 (One Thousand Rand) per shipment.
- 8.8. Notwithstanding any other provision(s) of this agreement the Company, its servants, agents and subcontractors accept no liability whatsoever and howsoever arising, for consequential losses of any kind, whether arising from gross negligence on the part of the Company, its servants, agents or subcontractors or otherwise.
- 8.9. Save in respect of the liability of the Company as set out above, the Client indemnifies the Company against any claims of whatsoever nature which may be made against the Company by any other person or entity as a result of the loss, damage or delay in respect of the Goods.
9. Payment by the Client to Company in respect of the services rendered will be due and payable (if the services were not attended to on a COD basis), within a maximum of 30 (thirty) calendar days calculated from the date of the invoice being delivered to the Client. The Client agrees to abide by and strictly adhere to the credit / payment terms of the Company, including making payment to the Company within the said 30 (thirty) calendar days-period, failing which interest may be charged on overdue amounts at the legal *mora* interest rate which is currently 15.5% (Fifteen comma Five Percentum) per annum.
10. The Client shall be entitled, during the said 30 (thirty) day period, to raise queries in respect of the Company's invoices, which queries the Company undertakes to resolve within this period. It is expressly recorded that any queries raised shall not have the effect of extending the 30(thirty) day payment period. If no queries are raised within the 30 (thirty) day period aforesaid by the Client, the Client will be deemed to have accepted that the Company's invoice is correct and undisputed.
11. In the event that any entries on the Client's invoice are disputed and queried by the Client within the time period specified before, this will not absolve the Client from liability to make payment of all undisputed amounts in respect of such invoice(s) to the Company within the 30 (thirty) day time period specified.
12. Under no circumstances whatsoever shall the Client be entitled to withhold payment of rendered invoices beyond the due date. Under no circumstances shall the Client be entitled to set off any alleged damages or loss against any amount due, owing and payable to the Company from time to time. Without departing from the generality of the aforesaid, this clause will apply in particular where Goods have been lost or damaged while in the Company's possession and / or in Carriage. The Company shall have a lien over all Goods in its possession for Carriage as security for the payment of all amounts howsoever arising due by the Client to it, and the Client hereby pledges such Goods as security for the purpose aforesaid.
13. Any claims, whether submitted under the terms of insurance arranged on the Company's behalf, or direct claims against the Company, must be submitted in writing and be delivered to the Company at its chosen *domicilium* address within 30 (thirty) calendar days of the date of the claim arising. Claims submitted after this period will irrevocably



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lapse and be of no force and effect, regardless of the circumstances of loss or damage. The Client indemnifies the Company against any loss or damage, direct or indirect, (including consequential damages), arising from the Client's failure to observe the terms of this clause.

14. If the Company is unable for any reason to effect delivery of the Goods, reasonable steps will be taken by it to return the Goods forthwith to the Client. The Client shall be responsible for the costs of Carriage, attempted delivery and return of the Goods. If the Company is unable to effect return of the Goods as a result of any fault on the Client's part, the Company shall be entitled to sell the Goods at a market related price to defray costs incurred by it, after giving notice of such sale by registered post to the Client.
15. The Company reserves the right, without prejudice to any other rights it may have in law, to sell any Goods of the Client at a market related price in order to apply the proceeds thereof against (i) any arrear indebtedness of the Client to the Company arising out of services rendered, as well as (ii) any costs incurred as a result of such sale. The Company shall give the Client 14 (fourteen) calendar days written notice by registered post, of such sale. Any surplus funds realised from such sale after deducting the Client's indebtedness to the Company for services rendered and costs of sale of the Goods as aforesaid shall be paid to the nominated account of the Client.
16. The Client shall remain responsible to the Company for all charges until they are paid. The Company shall not collect any monies at the time of delivery and no employee of the Company is authorised to do so. All payments made by the Client or any third party on behalf of the Client, shall be made free of any deduction or set off to the Company at its chosen *domicilium* address or to its nominated South African bank account.
17. The Client may instruct the Company to recover its charges from a third party provided that the third party is an account holder of good standing with the Company, and provided the Client has quoted the account number of such third party on the dispatch document. In the absence of the above provisos, the Company will ignore the Client's instruction and charge the Client directly. In the event that the third party referred to above declines to settle the Company's charges so raised, the Company may charge the Client who undertakes to settle the account in full within the time frames and parameters set out hereinbefore.
18. The Client hereby consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 as amended, for all claims that the Company may have against the Client. This clause does not preclude the right of the Company to institute any action in the High Court of South Africa.
19. Should any legal action by the Company be taken against the Client as a consequence of a breach by the Client of any of the obligations of the Client in terms of this agreement, then in that event the Client shall be obliged to effect payment on demand of all Attorney and Client costs incurred by the Company in taking such legal action, including collection commission, irrespective of whether proceedings in a Court of Law have actually been instituted.
20. The parties choose as their *domicilium citandi et executandi* for the delivery of all documents, communication, Court processes and any other notices hereunder, the address which appears on the dispatch document.
21. This agreement constitutes the sole record of the agreement between the parties. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
22. No addition to, variation of, or agreed cancellation of this agreement shall be of any force or effect, unless reduced to writing and signed on behalf of both parties.
23. No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which many have arisen in past or which may arise in future.



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24. The onus of proving the state, condition and nature of the Goods handed to the Company for the purpose of Carriage shall at all times rest with the Client. No receipt given by the Company to the Client shall in any way, manner or form, be regarded *prima facie* proof / evidence of the state, condition and nature of the Goods.



# **STANDARD TRADING TERMS AND CONDITIONS**



**CHADEX (Pty) LTD**

**STANDARD TRADING TERMS  
AND CONDITIONS**

STANDARD TRADING TERMS AND CONDITIONS

1. INTERPRETATION

In these trading terms and conditions:-

1.1 the headings to the clauses are for reference purposes only and shall not aid in the interpretation of the clauses to which they relate;

1.2 unless the context clearly indicates a contrary intention, words importing any one gender include the other two genders, the singular includes the plural and vice versa, and natural persons include created entities (corporate or unincorporated) and vice versa;

1.3 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely -

1.3.1 "the Company" means the Company referred to above, or if it exercises its rights under clause 2, the member of the group in respect of which it exercises its rights;

1.3.2 "customer" means any person at whose request or on whose behalf the Company undertakes any business or provides any advice, information or services;

1.3.3 "goods" means any goods handled, transported or dealt with by or on behalf of or at the instance of the Company or which come under the control of the Company or its agents, servants or nominees on the instructions of the customer, and includes any container, transportable tank, flat pallet, package or any other form of covering, packaging, container or equipment used in connection with or in relation to such goods;

1.3.4 "the owner" means the owner of goods to which any business concluded under these trading terms and conditions relates and any other person who is or may have or acquire any interest, financial or otherwise, therein.

2. MEMBERS OF THE GROUP RENDERING SERVICES TO THE CUSTOMER

The Company may at its election perform all and any business undertaken or provide advice, information or services, whether gratuitous or not, either itself or it may procure that any member of the group undertakes such business or provides such advice, information or services as principal upon and subject to the terms and conditions contained herein which shall apply mutatis mutandis to the customer and any such member of the group.

3. APPLICATION OF TRADING TERMS AND CONDITIONS

Subject to clause 5, all and any business undertaken or advice, information or services provided by the Company, whether gratuitous or not, is undertaken or provided on these trading terms and conditions (as amended from time to time).

4. OWNER'S RISK

All handling, packing, loading, unloading, warehousing and transporting of goods by or on behalf of or at the request of the Company are affected at the sole risk of the customer and/or the owner, and the customer indemnifies the Company accordingly.

5. APPLICABLE LEGISLATION



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5.1 If the Company is obliged, in the execution of any of its duties and/or responsibilities to comply with any common law or legislative enactment ("the law") of any nature whatsoever, then the Company by complying therewith shall not be deemed to waive nor abandon any of its rights in terms of these trading terms and conditions.

5.2 In addition thereto, in complying with the law, the Company shall not be deemed to have assumed any onus, obligation, responsibility or liability in favour of the customer;

5.3 If any of the terms of these trading terms and conditions is repugnant to or in conflict with the law, then and in such event the conflicting term embodied herein shall be deemed to be amended and/or altered to conform therewith, and such amendment and/or alteration shall not in any way affect the remaining provisions of these trading terms and conditions.

#### 6. TRANSPORT BILL OF LADING

The Company shall be entitled to issue in respect of the whole or part of any contract for the movement of goods a bill of lading ("BL") provided that where a BL is issued these trading terms and conditions shall continue to apply except insofar as they conflict with the terms and conditions applicable to the BL. The issue of a BL by the Company shall entitle it to raise an additional charge, determined by the Company, to cover its additional obligations arising under the BL.

#### 7. EXCLUSION OF OBLIGATIONS OF COMMON OR PUBLIC CARRIER

The Company deals with goods only on the basis that it is neither a common carrier nor a public carrier.

#### 8. COMPANY'S DISCRETION IN THE ABSENCE OF INSTRUCTIONS

In the absence specific instructions given timeously in writing by the customer to the Company -

8.1 it shall be in the reasonable discretion of the Company to decide at what time to perform or to procure the performance of any or all of the acts which may be necessary or requisite for the discharge of its obligations to the customer;

8.2 the Company shall have an absolute discretion to determine the means, route and procedure to be followed by it in performing all or any of the acts or services it has agreed to perform;

8.3 in all cases where there is a choice of tariff rates or premiums offered by any carrier, warehouseman, underwriter, or other person depending upon the declared value of the relevant goods or the extent of the liability assumed by the carrier, warehouseman, underwriter or other person, it shall be in the discretion of the Company as to what declaration, if any, shall be made, and what liability, if any, shall be imposed on the carrier, warehouseman, underwriter or other person.

#### 9. COMPANY'S GENERAL DISCRETION

9.1 Notwithstanding anything to the contrary herein contained, if at anytime the Company should consider it to be in the customer's interests or for the public good to depart from any of the customer's instructions, the Company shall be entitled to do so and shall not incur any liability in consequence of doing so.

9.2 If events or circumstances come to the attention of the Company, its agents, servants or nominees which, in the opinion of the Company, make it in whole or in part, impossible or impracticable for the Company to comply with a customer's instructions the Company shall take reasonable steps to inform such customer of such events or circumstances and to seek further instructions. If such further instructions are not timeously received by the Company in writing the Company shall, at its sole discretion, be entitled to detain, return, store, sell, abandon, or destroy all or part of the goods concerned at the risk and expense of the customer.



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10. INSURANCE

The Company shall endeavour to affect any insurance the customer timeously and in writing instructs it to effect. Such insurance will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriter taking the risk and the Company shall not be obliged to obtain separate cover for any risks so excluded. Unless otherwise agreed in writing the Company shall not be under any obligation to obtain separate insurance in respect of separate consignments but may insure all or any of such consignments under any open or general policy held by the Company from time to time. Should any insurer dispute its liability in terms of any insurance policy in respect of any goods, the customer concerned shall have recourse against such insurer only and the Company shall not have any responsibility or liability whatsoever in relation thereto notwithstanding that the premium paid on such policy may differ from the amount paid by the customer to the Company in respect thereof. Insofar as the Company agrees to arrange insurance the Company acts solely as agent for and on behalf of the customer.

11. COMPANY'S OBLIGATIONS IN THE ABSENCE OF INSTRUCTIONS

Unless specific written instructions are timeously given to and accepted by the Company, the Company shall not be obliged to-

11.1 make any declaration for the purpose of any statute, convention, or contract, as to the nature or value of any goods or as to any special interest in delivery. In particular, the Company shall be under no obligation to make any declaration or to seek any special protection or cover from any carrier in respect of any goods which are, or fall within the definition ascribed thereto by that body of dangerous goods or other goods which require special conditions of handling or storage;

11.2 arrange for any particular goods to be carried, stored or handled separately from other goods.

12. CUSTOMER'S UNDERTAKINGS

12.1 For all purposes hereunder the customer shall be deemed to have in relation to the customer's business, the goods and the services to be rendered by the Company in regard thereto, reasonable knowledge of any matters directly or indirectly relating thereto or arising there from including, without limitation, terms of sale and purchase and all matters relating thereto and the customer undertakes to supply all pertinent information to the Company.

12.2 The customer warrants that-

12.2.1 it is either the owner or the authorised agent of the owner of any goods in respect of which the customer instructs the Company and that each such person is bound by these trading terms and conditions;

12.2.2 in authorizing the customer to enter into any contract with the Company and/or in accepting any document issued by the Company in connection with such contract, the owner, or consignee is bound by these trading terms and conditions for itself and its agents and for any parties on whose behalf it or its agents may act, and in particular, but without prejudice to the generality of the foregoing, it accepts that the Company shall have the right to enforce against them jointly and severally any liability of the customer under these trading terms and conditions or to recover from them any sums to be paid by the customer which upon proper demand have not been paid;

12.2.3 all information and Instructions supplied and to be supplied by it to the Company is and shall be accurate, true and comprehensive, and in particular, without derogating from the generality of the foregoing, the customer shall be deemed to be bound by and warrants the accuracy of all descriptions, values and other particulars furnished to the Company for customs, consular and other purposes, and the customer warrants that it will not withhold any necessary or pertinent information, and indemnifies the Company against all claims, losses, penalties, damages, expenses and fines



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whatsoever, whensoever and howsoever arising as a result of a breach of the foregoing whether negligently or otherwise including, without derogating from the generality of the foregoing, any assessment or reassessment;

12.2.4 all goods will be properly, adequately and appropriately prepared and packed, stowed, labeled and marked, having regard inter alia to the implementation by or on behalf of the Company or at its instance of the contract involved, and the characteristics of the goods involved and are capable of withstanding the normal hazards inherent in the implementation of such contract;

12.2.5 where goods are carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos or any other unit load devices specifically constructed for the carriage of goods by land, sea or air, (each such device hereinafter Individually referred to as "the transport unit") then, save where the Company has been given and has accepted specific written instructions to load the transport unit -

12.2.5.1 that the transport unit has been properly and competently loaded; and

12.2.5.2 that the goods involved are suitable for carriage in or on the transport unit; and

12.2.5.3 that the transport unit is itself in a suitable condition to carry the goods loaded therein and complies with the requirements of all relevant transport authorities and carriers.

### 13. RECOVERY OF DEBTS DUE TO THE COMPANY

The Company shall be entitled to recover any amounts due to it by the customer in respect of instructions relating to or in terms of any contract in respect of particular goods from the customer, or if the customer act as agent for a disclosed or undisclosed principal from the customer or the principal, as the Company In its absolute discretion deems fit.

### 14. COMPANY ENTITLED TO ACT AS AGENT OR PRINCIPAL IN CONTRACTING

14.1 Unless otherwise agreed in writing, the Company in procuring the carriage, storage, packaging or handling of goods shall be entitled to act either as an agent for and on behalf of the customer or as a principal, as it in its absolute discretion deems fit.

14.2 The offer and acceptance of a fixed price for the accomplishment of any task shall not itself determine whether such task is to be arranged by the Company acting as agent for and on behalf of the customer or as principal.

14.3 The customer acknowledges that when the Company acting as agent for and on behalf of the customer concludes any contract with a third party, such agreement is concluded between the customer and the third party.

14.4 Unless otherwise agreed in writing, the Company, when acting as agent for and on behalf of the customer, shall be entitled to enter into any contract it reasonably deems necessary or requisite for the fulfillment of the customer's instructions, including, without limitation, contracts for the -

14.4.1 carriage of goods by any route or means or person;

14.4.2 storage, packing, transport, shipping, loading, unloading and/or handling of goods by any person at any place whether on shore or afloat and for any length of time;

14.4.3 carriage or storage of goods in break-bulk form or in or on transport units as defined in clause 12.2.5 or with or without other goods of whatsoever nature.

### 15. SUBCONTRACTING

15.1 Any business entrusted by the customer to the Company may, in the absolute discretion of the Company, be fulfilled by the Company itself, by its own servants performing part or all of the relevant services, or by the Company



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employing, or entrusting the goods or services to third parties on such conditions as may be stipulated by, or negotiated with, such third parties for the purposes of such services, or such part thereof as they may be employed to carry out.

15.2 Where the Company employs third parties to perform all or any of the functions which it has agreed to perform, the customer agrees that the Company shall have no responsibility or liability to its customer for any act or omission of such third party, even though the Company may be responsible for the payment of such third party's charges; but the Company shall, provided it has been suitably indemnified against all costs, (including attorney and client costs) which may be incurred by or awarded against the Company, take such action against the third party on the customer's behalf as the customer may direct.

#### 16. TERMS AND CONDITIONS OF AGENTS AND SUBCONTRACTORS

Notwithstanding anything to the contrary contained herein the customer agrees that all goods shall be dealt with by the Company on the terms and conditions, whether or not inconsistent with these trading terms and conditions, stipulated by the carriers, warehousemen, government departments, and all other parties (whether acting as agents or subcontractors to the Company or not) into whose possession or custody the goods may pass, or subject to whose authority they may at any time be.

#### 17. GOODS REQUIRING SPECIAL ARRANGEMENTS

Except under special arrangements previously made in writing the Company will not accept or deal with bullion, coin, precious stones, jewelry, valuables, antiques, pictures, human remains, livestock or plants. Should the customer nevertheless deliver such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing the Company shall incur no liability whatsoever in respect of such goods, and in particular, shall incur no liability in respect of its negligent acts or omissions in respect of such goods. A claim, if any, against the Company in respect of the goods referred to in this clause 17 shall be governed by the provisions of clauses 40 and 41.

#### 18. GOODS REQUIRING PRIOR CONSENT OF COMPANY

18.1 The customer shall obtain in advance the Company's specific written consent to accept into its possession or control or into the possession or control of any of its servants, agents or employees any goods, including radio-active materials, which may be or become dangerous, inflammable or noxious, or which by their nature may injure, damage, taint or contaminate, or in any way whatsoever adversely affect any person, goods or property, including goods likely to harbour or attract vermin or other pests. The customer warrants that such goods, or the case, crate, box, drum, canister, tank, flat, pallet, package or other holder or covering of such goods will comply with any applicable laws, regulations or requirements of any authority or carrier and that the nature and characteristics of such goods and all other data required by such laws, regulations or requirements will be prominently and clearly marked on the outside cover of such goods.

18.2 if any such goods are delivered to the Company, whether or not in breach of the provisions of clause 18.1, such goods may for good reason as the Company in its discretion deems fit including, without limitation, the risk to other goods, property, life or health be destroyed, disposed of, abandoned or rendered harmless or otherwise dealt with at the risk and expense of the customer and without the Company being liable for any compensation to the customer or any other party, and - without prejudice to the Company's rights to recover its charges and/or fees including the costs of such destruction, disposal, abandonment or rendering harmless or other dealing with the goods. The customer indemnifies the Company against all loss, liability or damage caused to the Company as a result of the tender of goods to the Company and/or out of the foregoing.

19. PERISHABLE GOODS

19.1 Without limiting or affecting any other terms of these trading terms and conditions, goods (whether perishable or otherwise) in the care, custody or control of the Company may at the customer's expense be sold or disposed of by the Company without notice to the customer, sender, owner or consignee, if -

19.1.1 such goods have begun to deteriorate or are likely to deteriorate;

19.1.2 such goods are insufficiently addressed or marked;

19.1.3 the customer cannot be identified;

19.1.4 the goods have not been collected or accepted by the customer or any other person after the expiration of 21 days from the Company notifying the customer in writing to collect or accept such goods, provided that if the Company has no address for the customer such notice period shall not be necessary, and payment or tender of the net proceeds, if any, of the sale thereof after deduction of those charges and expenses incurred by the Company in respect thereof shall be equivalent to delivery of such goods.

19.2 Should any amount owing by the customer to the Company in respect of any goods referred to in clause 19.1 become due and payable and remain unpaid, the Company shall be entitled and the customer hereby authorises the Company and without first obtaining an order of court, to sell all or any of the goods by public auction or on reasonable notice not exceeding 14 days by private treaty. The net proceeds of any such sale, after deducting therefrom all costs, charges and expenses incurred by the Company, shall be applied in reduction or discharge, as the case may be, of the customer's obligations to the Company in respect of such goods without prejudice to the Company's right to recover from the customer any balance which may remain owing to the Company after the exercise of such rights. Should the total amount collected by the Company, after deducting therefrom all costs, charges and expenses incurred by the Company in respect thereof, exceed the full amount of the customer's obligation to the Company in respect of such goods, the Company shall be obliged to refund such excess to the customer.

20. ACCEPTANCE OF DELIVERY

If delivery of any goods is not accepted by the customer, consignee or party nominated by the customer at the appropriate time and place, then –

20.1 the Company shall be entitled to store the goods or any part thereof at no risk to the Company and at the expense of the customer;

20.2 the provisions of clause 19.2 shall apply mutatis mutandis.

21. WAREHOUSING

Pending forwarding and/or delivery by or on behalf of the Company, goods may be warehoused or otherwise held at any place as determined by the Company in its absolute discretion, at the customer's expense.

22. COLLECTION OF EXPENSES AND COD

22.1 When goods are accepted or dealt with by the Company upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the customer shall remain responsible therefore if they are not paid by such consignee or any other person immediately when due.



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22.2 If accepted by the Company, instructions to collect payment on delivery shall be subject to the condition that the Company will be entitled to assume that the recipient will effect payment and in the matter of such collection will not be liable for any negotiable instrument which is not met on the due date for payment.

23. SUNDRY GOODS RECOGNISABLE AS THE CUSTOMER'S

The Company shall have no obligation to take any action in respect of any goods which may be recognizable as belonging to the customer unless and until it receives suitable instructions relating to those goods together with all necessary documents.

24. EXAMINATION OF LANDED GOODS

24.1 Where it is necessary for an examination to be held or other action to be taken by the Company in respect of any discrepancy in the goods which are landed or discharged from any vessel, aircraft, vehicle, or transport unit, no responsibility shall attach to the Company for any failure to hold such examination or to take any other action unless the Company has been timeously advised by the landing or discharging agent that such goods have been landed and that such discrepancy exists.

24.2 The Company will not be responsible for examining or counting any goods received by it where such goods are bundled, palletized or packed in any other manner such that their number cannot be quickly and easily counted. Should the Company undertake to count goods so received, it shall incur no liability in respect of any error or inaccuracy in such counting, whether such error or inaccuracy is the result of negligence on the part of the Company or otherwise. The Company shall be entitled to levy a charge on the customer for the counting of goods in such circumstances.

25. DUTIES, TAXES, IMPOSTS, LEVIES, AND DEPOSITS

25.1 The customer, whether or not the cause of payment was due to an act, instruction or omission of the sender, owner and/or consignee and their agents, if any, shall be liable for any duties, taxes, imposts, levies, deposits or out-lays of whatsoever nature levied by or payable to the authorities, intermediaries or other parties at any port or place for or in connection with the goods and whether at the time of entry and/or at any subsequent time, and for any payments, fines, penalties, expenses, loss or damage or whatsoever incurred or sustained by the Company in connection therewith or arising thereout.

25.2 The Company shall bear no liability in consequence of the fact that there may be a change in the rate of duty, wharfage, freight, railage or cartage, or any other tariff, before or after the performance by the Company of any act involving a less favourable rate or tariff or by virtue of the fact that a saving might have been effected in some other way had any act been performed at a different time.

26. RECOVERY OF DUTIES INCORRECTLY PAID

Where as a result of any act or omission by or on behalf or at the instance of the Company and whether or not such act or omission was negligent, any duty, tax, levy, railage, wharfage, freight, cartage or any other impost or charge has been paid or levied in an incorrect amount, then any responsibility or liability to the customer which the Company may otherwise have will cease and fall away if the customer does not-

26.1 within a reasonable time having regard to all the circumstances, and in particular to the time allowed for the recovery from the payee of the amount overpaid, advise the Company that an incorrect amount has been paid or levied, and

26.2 do all such acts as are necessary to enable the Company to effect recovery of the amount incorrectly paid.





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The fact that the customer may not be aware that any such incorrect payment has been made shall not constitute a circumstance to be taken into account in calculating what is a reasonable time for the purpose of clause 26.1. Should any act or omission by the customer, whether or not such act or omission was due to ignorance on the part of the customer and whether or not such ignorance was reasonable or justified in the circumstances, prejudice the Company's right of recovery, the customer shall be deemed not to have complied with the provisions of clauses 26.1 and 26.2.

**27. PAYMENT BY THE CUSTOMER**

27.1 Unless otherwise specifically agreed by the Company in writing the customer shall pay to the Company in cash immediately upon presentation of account all sums due to the Company without deduction or set-off and payments shall not be withheld or deferred on account of any claim or counterclaim which the customer may allege.

27.2 All and any moneys received by the Company from the customer shall be appropriated by the Company in its sole and absolute discretion in respect of any undisputed indebtedness owing by the customer to the Company, notwithstanding that the customer might, when making payment, seek to appropriate the payment so made to any particular debt or portion of a debt.

**28. DEBITING FEES AND DISBURSEMENTS**

The Company shall under no circumstances be precluded from raising a debit and obtaining payment in respect of any fee or disbursements due to it, notwithstanding the fact that a previous debit or debits, whether excluding or partly excluding the items subsequently requiring to be charged or recovered, had been raised and whether or not any notice had been given that further debits were to follow.

**29. RISK OF POSTED ITEMS**

Notwithstanding any prior dealings between the Company and the customer, all documents, cash, cheques, bank drafts or other remittances, sent to the Company through the post shall be deemed not to have been received by the Company unless and until they are actually received by the Company.

**30. QUOTATIONS**

30.1 The Company shall be entitled at any time by notice to the customer to cancel or resale from any quotation or executory agreement in circumstances where it becomes impracticable or uneconomical for the Company to carry out the contract at the quoted rate and the customer shall have no claim whatsoever against the Company for any loss that the customer might incur as a result of the Company canceling or resiling from the quotation or executory agreement.

30.2 Without in any way limiting the provisions of clause 30.1, all quotations and agreements are subject to revision without notice having regard to changes in currency exchange rates and upward movements in amounts payable by or on behalf of or at the instance of the Company to third parties including, without limitation, freight, surcharges, insurance premiums, equipment rental and labour which charges and upward movements take place alter quotation. Any revision of rates as aforesaid will be commensurate with the change in the currency exchange rate or the increase in such amounts payable. Any such increase shall, failing agreement between the parties be determined by the then auditors of the Company or any other auditors nominated by the Company, who in such determination shall act as experts and not as arbitrators and whose decision shall be final and binding on the parties.

**31. NO CLAIMS AGAINST COMPANY DIRECTORS AND EMPLOYEES**





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The customer undertakes that no claim shall be made against any director, servant or employee of the Company which imposes or attempts to impose upon him any liability in connection with the rendering of any services which are the subject of these trading terms and conditions and hereby waives all and any such claims.

**32. CUSTOMER'S ORAL INSTRUCTIONS**

The customer's instructions to the Company shall be precise, clear and comprehensive and in particular, but without limitation, shall cover any valuation or determination issued by Customs in respect of any goods to be dealt with by or on behalf of or at the request of the Company. Instructions given by the customer shall be recognized by the Company as valid only if timeously given specifically in relation to a particular matter in question. Oral instructions, standing or general instructions or instructions given late, even if received by the Company without comment, shall not in any way be binding upon the Company, but the Company may act thereupon in the exercise of its absolute discretion.

**33. VARIATION OF THESE TRADING TERMS AND CONDITIONS**

No variation or alteration of these trading terms and conditions shall be binding on the Company unless embodied in a written document signed by a duly authorised director of the Company. Any purported variation or alteration of these trading terms and conditions otherwise than as set out above shall be of no force or effect, whether such purported variation or alteration is written or oral, or takes place before or after the receipt of these trading terms and conditions by the customer.

**34. NON-WAIVER**

No extension of time or waiver or relaxation of any of the trading terms and conditions shall operate as an estoppel against any party in respect of its rights under those trading terms and conditions, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with these trading terms and conditions.

**35. GOVERNING LAW**

These trading terms and conditions and all agreements entered into between the Company and the customer pursuant thereto and on the terms thereof shall be governed by and construed in accordance with the laws of the Republic of South Africa.

**36. SUBMISSION TO JURISDICTION**

The parties agree that any legal action or proceedings arising out of or in connection with these trading terms and conditions shall be brought in the division of the Supreme Court of South Africa where the Company's head office is situated at the commencement of the proceedings, and the customer irrevocably submits to the non-exclusive jurisdiction of such court.

**37. BENEFIT OF DISCOUNTS**

The Company is entitled to the benefit of any discounts obtained and to retain and be paid all brokerages, commissions, allowances and other remunerations of whatsoever nature and kind and shall not be obliged to disclose or account to the customer, or principal for any such amounts received or receivable by it.

**38. LIEN**



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All goods and documents relating to goods including bills of lading and import permits, as well as all refunds, repayments, claims and other recoveries, shall be subject to a special and general lien and pledge either for monies due in respect of such goods or for other monies due to the Company from the customer, sender, owner, consignee, importer or the holder of the bill of lading or their agents, if any. If any monies due to the Company are not paid within 14 days after notice has been given to the person from whom the monies are due that such goods or documents are being detained, they may be sold by auction or otherwise or in some other way disposed of for value at the sole discretion of the Company and at the expense of such person, and the nett proceeds applied in or towards satisfaction of such indebtedness.

**39. INDEMNITY BY THE CUSTOMER**

Without prejudice to any of the Company's rights and securities under these trading terms and conditions, the customer indemnifies and holds harmless the Company against all liabilities, damages, costs and expenses whatsoever incurred or suffered by the Company against 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 the Company in relation to any goods and in particular, but without limitation of the foregoing, in respect of any liability whatsoever which may be incurred -

39.1 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; and/or

39.2 to any owner or consignee of such goods who is not the customer of the Company where the Company performs the service of a deconsolidation agent, or any other service; and/or

39.3 to any carrier of the goods if the Company is the consignor or consignee of the goods; and/or

39.4 in respect of any goods referred to in clause 18.

**40. LIMITATION OF COMPANY'S LIABILITY**

40.1 Subject to the provisions of clause 40.2 and clause 41, the Company shall not be liable for any claim of whatsoever nature (whether in contract or in delict) and whether for damages or otherwise, howsoever arising including but without limiting the generality of the aforesaid -

40.1.1 any negligent act or omission or statement by the Company or its servants, agents and nominees; and/or

40.1.2 any act or omission of the customer or agent of the customer with whom the Company deals; and/or

40.1.3 any loss, damage or expense arising from or in any way connected with the marking, labeling, numbering, non-delivery or mis-delivery of any goods; and/or

40.1.4 any loss, damage or expense arising from or in any way connected with the weight, measurements, contents, quality, inherent vice, defect or description of any goods; and/or

40.1.5 any loss, damage or expense arising from or in any way connected with any circumstance, cause or event beyond the reasonable control of the Company, including but without limiting the generality of the aforesaid, strike, lock-out, stop-page or restraint of labour; and/or

40.1.6 damages arising from loss of market or attributable to delay in forwarding or in transit or failure to carry out any instructions given to the Company; and/or

40.1.7 loss or non-delivery of any separate package forming part of a consignment or for loss from a package or an unpacked consignment or for damage or mis-delivery; and/or

40.1.8 damage or injury suffered by the customer or any person whatsoever arising out of any cause whatsoever as a result of the Company's execution or attempted execution of its obligations to the customer and/or the customer's



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requirements or mandate;

unless -

- a) such claim arises from a grossly negligent act or omission on the part of the Company or its servants; and
- b) such claim arises at a time when the goods in question are in the actual custody of the Company and under its actual control; and
- c) in the instance provided in clause 40.1.7 above, the Company receives a written notice within 5 days after the end of the transit where the transit ends in the Republic of South Africa or within 14 days after the end of transit where the transit ends at any place outside the Republic of South Africa.

40.2 Notwithstanding anything to the contrary contained in these trading terms and conditions, the Company shall not be liable for any indirect and consequential loss arising from any act or omission or statement by the Company, its agents, servants or nominees, whether negligent or otherwise.

#### 41. MONETARY LIMITATION OF LIABILITY OF THE COMPANY

41.1 In those cases where the Company is liable to the customer in terms of clause 40.1, in no such case whatsoever shall any liability of the Company, howsoever arising, exceed whichever is the least of the following respective amounts:

- 41.1.1 the value of the goods evidenced by the relevant documentation or declared by the customer for customs purposes or for any purpose connected with their transportation;
- 41.1.2 the value of the goods declared for insurance purposes;
- 41.1.3 double the amount of the fees raised by the Company for its services in connection with the goods, but excluding any amounts payable to sub-contractors, agents and third parties.

41.2 If it is desired that the liability of the Company in those cases where it is liable to the customer in terms of clause 40.1 should not be governed by the limits referred to in clause 41.1 written notice thereof must be received by the Company before any goods or documents are entrusted to or delivered to or into the control of the Company (or its agent or sub-contractor), together with a statement of the value of the goods. Upon receipt of such notice the Company may in the exercise of its absolute discretion agree in writing to its liability being increased to a maximum amount equivalent to the amount stated in the notice, in which case it will be entitled to effect special insurance to cover its maximum liability and the party giving the notice shall be deemed, by so doing, to have agreed and undertaken to pay to the Company the amount of the premium payable by the Company for such insurance. If the Company does not so agree the limits referred to in clause 41.1 shall apply.

#### 42. GENERAL AVERAGE

The customer indemnifies and holds harmless the Company in respect of any claims of a General Average nature which may be made against the Company and the customer shall provide such security as may be required by the Company in this connection.

#### 43. BREACH

If the Company breaches any of these trading terms and conditions or any agreement between it and the customer and fails to remedy such breach within 30 days of the date of receipt of written notice requiring it to do so then the customer shall be entitled to compel performance by the Company of the obligations it has defaulted in, but shall not be entitled to cancel these trading terms and conditions and any agreement between the customer and the Company.

#### 44. WARRANTIES AND REPRESENTATIONS BY THE COMPANY



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The Company makes no warranties and representations to the customer save as may be specifically provided herein or as notified in writing by the Company to the customer from time to time. The customer acknowledges that the Company is not in anyway bound by any oral statement, representation, guarantee, promise, undertaking, inducement or otherwise which may have been made at any time by any salesman, employee, representative or any person acting or purporting to act for and on behalf of the Company, whether negligently or otherwise, unless such statements, representations, guarantees, promises, undertakings, warranties or inducements are supplied or made in writing by an employee duly authorised by written resolution of the board of directors of the Company in response to a written enquiry specifying accurately and in complete detail what information is required.

45. DISPUTE

45.1 Should there be any dispute of any nature whatsoever between the parties in regard to any aspect, matter or thing relating to these trading terms and conditions and whether or not the Company has executed its obligations in terms of any agreement it has with the customer, then and in such event the customer shall nevertheless be obliged to perform its obligations in terms of any such agreement as though the Company had performed properly and to the customer's satisfaction.

45.2 The customer's remedy, having performed its obligations as provided in clause 45.1, shall be limited to an action against the Company for repayment of either the whole or portion of the amount which the customer alleges, constitutes an overpayment.

45.3 Without affecting the generality of clauses 45.1 and 45.2, the customer shall not be entitled to withhold payments of any amounts, by reason of any disputes with the Company, whether in relation to the Company's performance in terms of any agreement, or lack of performance or otherwise, after which payment the customer's rights of action against the Company in terms of this clause can be enforced. Until such payment is made, any rights that the customer may have, shall be deemed not yet to have arisen, and it is only the payment to the Company which releases such rights and makes them available to the customer in respect of any claim that he may have against the Company.

45.4 In any dispute between the Company and the customer the Company shall be deemed to have performed its obligations in a proper and workmanlike manner and strictly in accordance with any agreement between it and the customer, until such time as the customer proves the contrary.

46. TIME FOR PERFORMANCE BY THE CUSTOMER

Time is of the essence for the performance by the customer of all obligations owed to the Company in terms of any agreement with the Company, governed by these terms and conditions.

47. SEVERABILITY

If any provision of these terms and conditions is unenforceable, then the Company shall be entitled to elect (which election may be made at any time) that such provisions shall be severed from the remaining provisions of these terms and conditions which shall not be effected and shall remain of full force and effect.



IN WITNESS WHEREOF, the Parties execute this Agreement through their duly authorized representatives.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

For CHADEX:      For CUSTOMER:

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_



## **S.F. EXPRESS Waybill Terms and Conditions of Carriage**

**顺丰速运运单条款和条件**

## **S.F. TERMS AND CONDITIONS (“T&C”)**

**顺丰条款和条件（条款和条件）**



## S.F. EXPRESS Waybill Terms and Conditions of Carriage

### 顺丰速运运单条款和条件

#### S.F. TERMS AND CONDITIONS ("T&C")

#### 顺丰条款和条件 (条款和条件)

##### 1. Data Privacy Policy

##### 数据隐私保护

You have agreed to abide by the Privacy Policy as amended from time to time which is published on the official website of SF [http://www.sf-express.com/cn/sc/Privacy\\_Policy/](http://www.sf-express.com/cn/sc/Privacy_Policy/) (for Shippers/Receivers outside Mainland China, please enter the relevant website of SF to check the Privacy Policy applicable in your country/region), and you have agreed that SF may process your waybill information in accordance with the provisions of laws, regulations, and the Privacy Policy.

您同意遵守顺丰官方网站所公示的隐私政策[http://www.sf-express.com/cn/sc/Privacy\\_Policy/](http://www.sf-express.com/cn/sc/Privacy_Policy/) (如寄件人/收件人位于中国大陆以外的国家/地区, 请访问相关的顺丰网站查看您所在国家/地区所适用的隐私政策) 及其不时修订的内容, 同意顺丰按照法律法规和隐私政策的规定处理您提供的运单信息。

##### 2. SF's Liability

##### 顺丰的责任

2.1 SF's liability, including but not limited to the liability of loss, damage or partially missing of Shipment and custom brokerage service, is strictly limited to direct loss only and to the limit of liability in this Clause 2. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest and future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to SF's attention.

顺丰所承担的责任, 包括但不限于快件丢失、破损或短缺及清关服务的责任, 仅严格限于实际直接损失且不超过本条款第2条所规定的限额。顺丰不承担任何其它损失或损害 (包括但不限于利润、收入、利息及未来业务的损失), 无论这些其它损失和损害是特殊的或是间接的且无论顺丰是否知晓存在这些损失或损害的风险。

2.2 If the carriage of a Shipment is solely or partly by air and involves an ultimate destination or a stop in a country other than the country of departure, without prejudice to the rights in Clause 3 and 11, the Warsaw Convention or the Montreal Convention, whichever is compulsorily applicable, will apply. In the absence of such Conventions, SF's liability, regardless of declared value of the Shipment, shall in no event exceed the lesser of USD100 or USD20/kg or USD9.07/lb. If the carriage of a Shipment combines carriage by air, road or other mode of transport, it shall be presumed that any loss or damage occurred during the air period unless proven otherwise.

如快件完全或部分由空运运输, 且快件的最终目的地或者停靠地不在发件国家或地区, 在不影响本条款第3条和第11条约定的前提下, 若《华沙公约》和《蒙特利尔公约》强制适用, 则适用公约。若公约不适用, 则顺丰的责任, 无论快件的申报价值, 均不得超过以下各项中的低者: 100美元或20美元/公斤或9.07美元/磅。如快件采取包含空运、陆运或其他方式的多式联运, 除非另有证据, 否则任何损失或损害将被推定发生在空运阶段。

2.3 For cross border Shipment transported by road, SF's liability shall be subject to the Convention for the International Carriage of Goods by Road (CMR), or in the absence of CMR, regardless of declared value of Shipment, to the lesser of USD100 or USD10/kg or USD4.54/lb (not applicable to the United States). Such limits will also apply to national road transportation in the absence of any mandatory or lower liability limits in the applicable national transport law.

对于国际陆运运输, 顺丰的责任应适用《国际公路货物运输合同公约》("CMR"), 若该公约不适用, 则顺丰的责任, 无论快件的申报价值, 均不得超过以下各项中的低者: 100美元或10美元/公斤或4.54美元/磅 (但不适用于美



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国)。该责任限制同样适用于在国内公路运输情形下不存在根据国内运输法律具有强制适用或更低责任标准的情况。

2.4 Claims are limited to one claim per Shipment, settlement of which shall be full and final for all loss or damage in connection therewith. IF SHIPPER REGARDS THESE LIMITS AS INSUFFICIENT, IT MUST PURCHASE SPP OR MAKE ITS OWN INSURANCE ARRANGEMENTS.

每票快件只能提出一次索赔，且对于该快件所相关的所有丢失或损坏的结算是全额且终局的。如寄件人认为这些限制不够，寄件人应购买保价服务或自行投保。

2.5 Unless contrary to applicable laws, all claims must be submitted in writing to SF together with all relevant supporting documents within thirty (30) days from the date SF accepted the Shipment, failing which SF shall have no liability whatsoever. SF is not obligated to act on any claim until all Shipment charges have been paid. The Shipment charges shall not be offset against the claim amount. Receipt of the Shipment by the Receiver without written notice of damage on the delivery record is prima facie evidence that the Shipment was delivered in good condition. As a condition for SF considering any claim for damage the Receiver must make the contents, original shipping and packing materials available for inspection by SF.

除非与相关适用法律冲突，任何索赔必须在顺丰接收快件后的三十（30）天内以书面方式向顺丰提出并附上相应证明材料，否则顺丰将不再承担任何责任。若所有运输费用尚未被支付，顺丰无义务受理任何索赔。索赔金额不可用该运输费用抵消。若收件人在签收快件时没有在快递记录上注明有任何损坏，则该快件被视为完好送达。作为理赔的条件，顺丰有权对原快件和包装材料进行检查。

### 3. Shipment Protection Plus Service (“SPP”)

保价条款 (“SPP”)

3.1 SPP is a value-added service which is OPTIONAL. The Shipper is entitled to a higher than normal compensation provided in Clause 2 should your Shipment is lost or damaged during transportation, provided that the Shipper informs SF of its intention to purchase SPP and has paid the surcharge.

保价服务是可选的增值服务，一旦在运输途中发生快件丢失或损坏且寄件人告知顺丰其购买本项服务的意图并已支付相应的保价费用，寄件人有权获得高于本条款第2条所规定的赔偿。

3.2 SF’s liability in respect of any Shipment covered under SPP is limited to lesser of the SPP Value purchased by Shipper or the actual cash value of Shipment (“Decided Value”). For partial loss, damage or partially missing of the Shipment, the Shipper will be compensated on a pro rata basis (Decided Value of the Shipment \* proportion of actual loss, damage or missing to the Shipment) and should the remaining or damaged Shipment be returned to the Shipper on Shipper’s instruction, SF is entitled to offset the Shipment charges against the compensation.

对于已购买SPP服务的任何快件，顺丰应承担的责任受限于寄件人已购买的SPP价值以及快件实际现金价值中的较低者（“决定价值”）。对于快件的部分灭失、破损或缺，顺丰将按比例（即快件决定价值 \* 快件实际灭失、破损或缺的比例）赔偿寄件人，且如剩余快件或损毁快件按寄件人的要求返还寄件人，顺丰有权在赔偿中抵销返还快件所产生的额外运费。

### 4. Declared Value Limit

申报价值限制





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4.1 For any Shipment with a declared value in excess of the limit of declared value in accordance with the policy published on the official website of SF, SF is entitled for additional charges in accordance with SF rates and charges policy. 若快件的申报价值高于顺丰官网政策中规定的申报价值上限，则顺丰有权依据顺丰的费用和收费标准加收额外费用。

4.2 For avoidance of doubt, the acceptance for carriage of any Shipment with the declared value specified on the waybill and/or the receipt of additional charges do not constitute a waiver of SF's limit of liability and limit of SPP Value set out herein. Regardless of the declared value of a Shipment, SF's entire liability shall be subject to Clause 2 and 3 hereof. 为避免歧义，对于任何填写了申报价值的快件的接收和/或加收额外费用均不构成顺丰对本条款下赔偿责任限额和SPP价值限额的放弃，即无论快件的申报价值，顺丰均依据本条款第2条和第3条约定承担赔偿责任。

4.3 Shipper agrees that the declared value for customs and carriage on one waybill should be equivalent to the actual cash value of the Shipment. The declared value of a Shipment must be proved by an authentic and valid commercial invoice or receipt, which SF shall have the sole and absolute discretion to accept, inspect and verify thereof to its satisfaction or to reject thereof without giving any reason.

寄件人同意，单票运单上海关和承运的申报价值应与快件的实际现金价值相等。您须提供证明快件申报价值的真实有效的商业发票或收据，且顺丰有权自行决定是否对其进行接受、检查、查验或拒绝而无需出具理由。

## 5. Definitions

定义

5.1 "SF", "Us" and "Our" refers to S.F. Express Co., Ltd., its subsidiary, branch, affiliate, agent, or independent contractor, which originally accepts your Shipment; "Shipper" and "you" refers to the Shipper.

“顺丰”、“我们”和“我们的”指最初收寄您快件的顺丰速运有限公司及其子公司、分公司、关联公司、代理或独立承包商；“寄件人”和“您”指的是寄件人。

5.2 "Package" means any parcel or envelope that is accepted by us for delivery.

“包裹”指我们收寄的任何包裹或文件封。

5.3 "Shipment" means all packages which are tendered to and accepted by us under one waybill.

“快件”指基于单个运单的所有需要并被我们收寄的包裹。

## 6. Unacceptable Shipments

不予收寄的快件

Shipper agrees that its Shipment is deemed unacceptable if:

寄件人同意以下快件将不被收寄：

i. it is classified as hazardous material, dangerous goods, prohibited or restricted articles by International Air Transport Association, International Civil Aviation Organization, any applicable government department or other relevant organization;

国际航空货运协会、国际民航组织及其它相关政府部门或其它相关组织所规定的有害物质、危险物品，禁运物品或限运物品；

ii. no customs declaration is made when required by applicable customs regulations; or 未按照有关海关规定办理报关手续；或

iii. it contains such item which SF believes cannot be carried safely or legally (including but not limited to: animals, currency, negotiable instruments in bearer form, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography material and illegal narcotics/drugs).



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包含顺丰认为不能安全、合法运输的物品（包括但不限于动物、现钞、不记名可议付票据、贵金属和矿石、枪械及其零附件、弹药、人体、色情物品或非法的麻醉药品/毒品）。

#### 7. Right to Inspect

查验权

Shipper agrees that SF or any governmental authorities may open and inspect the Shipment without notice at any time.  
寄件人同意顺丰或任何政府部门有权未经事先通知于任何时候对快件进行开箱查验。

#### 8. Shipper's Warranties and Indemnity

寄件人的保证和赔偿责任

Shipper shall indemnify and hold SF harmless from any loss or damage resulting from Shipper's failure to comply with the following warranties and representations:

如寄件人无法遵守以下保证和陈述，寄件人应赔偿并确保顺丰免受损失或损害：

i. all information provided by Shipper or its authorized person is complete, legible and accurate;

寄件人或寄件人授权人员提供的信息都是完整、清晰和准确的；

ii. the Shipment was prepared securely and packed to ensure safe transportation with ordinary care in handling by Shipper or its authorized person and was protected against unauthorized interference during preparation, storage and transportation to SF;

快件由寄件人或寄件人授权人员为确保快件安全运输而予以安全准备并谨慎包装，并且在快件的准备、仓储和运输至顺丰的过程中确保顺丰免受不当干扰；

iii. the Shipment is properly described and correctly labelled; and

快件描述恰当且标识准确；和

iv. Shipper shall comply with all applicable customs, import, export data protection laws, sanctions, embargos and other applicable laws and regulations.

寄件人应遵守所有适用海关、进出口数据保护法律、制裁、禁运令及其它适用法律法规的规定。

#### 9. Routing

路线

Shipper acknowledges and agrees to all routing and diversion, including the possibility that the shipment may be carried via intermediate stopping places.

寄件人确认并同意顺丰对快件运输路线和转移上的所有处理，包括通过中转地予以中转运输。

#### 10. Customs Clearance

清关

10.1 Shipper appoints SF as the agent solely for the purpose of clearing and entering the Shipment through customs. SF may itself complete or consign a third party or redirect the Shipment to Receiver's import broker or other address upon request by any person whom SF believes in its reasonable opinion to be authorized to perform customs clearances and/or entries.

寄件人委托顺丰为其代理，全权负责快件清关和进关业务。为完成清关手续，顺丰可自行或委托第三方或应其有合理理由判断有权开展清关和/或进关业务的任何人的要求将承运的快件转交给收件人的进口代理或运送到其它地点。



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10.2 To the extent that SF may voluntarily assist Shipper in completing the required customs and other formalities; such assistance will be rendered at Shipper's sole risk and expense. If any customs authority requires additional documentation for the purpose of confirming the import/export declaration, it is Shipper's responsibility to provide the required documentation at shipper's expense.

顺丰仅出于自愿协助寄件人完成所必须的海关和其它手续，由寄件人自行承担相应风险和费用。若任何海关当局出于确认进出口报关的目的要求额外文件，寄件人有责任提供相关文件并自行承担费用。

### 11. Delay of Shipments

快件延误

SF will make reasonable effort to deliver the Shipment according to SF's regular delivery schedules, but these are not guaranteed and shall not form part of the T&C. SF is not liable for any damage or loss caused by delays.

顺丰将按照其正常配送标准尽合理努力派送快件，但这些标准并不具有约束力，也不构成本条款的组成部分。顺丰不对运输延误而导致的任何损失或损害承担责任。

### 12. Deliveries and Undeliverable

派送和不能派送

12.1 Shipments cannot be delivered to PO boxes or postal codes, but only to the Receiver's address given by Shipper but not necessarily to the named Receiver personally. Shipments to addresses with a central receiving area will be delivered accordingly.

快件不能派送到某邮政信箱或仅按邮政编码派送，只可按照寄件人提供的收件人地址派送，但不一定直接送达收件人本人。如果收件人地址设集中接收点，快件将被派送到该接收点。

12.2 If Receiver refuses delivery or to pay for delivery, or the Shipment is deemed to be unacceptable, or it has been undervalued for customs purposes, or Receiver cannot be reasonably identified or located, SF shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against service charges and related administrative costs and the balance of the proceeds to be returned to Shipper.

若有如下情形之一，顺丰将以合理的努力将快件退还寄件人，因此额外发生的费用由寄件人支付：收件人拒绝接收快件或支付运费；该快件被认为是不可接受的；海关认为货物的价值被低报了；无法合理确定或找到收件人。如不能退还，顺丰可以对快件进行放弃、处置或变卖，且无需就上述行为向寄件人或其他任何人承担任何责任。所得收入将在扣除服务费和相关管理费用以及处理费用后返还您。

### 13. Shipment Charges, Tariff and other Charges

运费、关税及其它费用

13.1 SF's Shipment charges are calculated according to the higher of actual or volumetric weight and Shipment may be re-weighted and re-measured by SF to confirm this calculation.

顺丰的运费将按照货物实际重量和体积重量中较高者计算，顺丰可以对任何快件重新称量和测量以确认其计算数据。

13.2 Shipper will always be responsible for all charges regardless of different payment instruction given by Shipper. Shipper shall pay on demand for all Shipment or other charges or tariff (customs duties) due not paid by Receiver for Receiver billing, or by third party for third party billing.



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即使寄件人给出不同的付款指示，寄件人始终对所有费用承担责任。在收件人或第三方付费的情况下，寄件人应按需求支付收件人或第三方应支付但未支付的所有运费或其它费用或税费（关税）。

#### 14. Circumstances beyond SF's Control

不可抗拒因素

SF is not liable for any loss or damage caused by any events beyond SF's control including but not limited to "Act of God"- e.g. earthquake, cyclone, storm, flood, fog; "Force Majeure" –e.g. war, plane crash or embargo; any defect or characteristic related to the nature of Shipment, even if known to SF; riot or civil commotion; any act or omission by a person not employed or contracted by SF e.g. Shipper, Receiver, third party, customs or other government official; industrial action; and electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings.

顺丰将不承担对于超出顺丰控制范围的原因而导致的损失或损害。这些原因包括但不限于：自然灾害，如地震、龙卷风、风暴、洪水、大雾；不可抗力，如战争、空难或禁运等；快件固有的缺陷或特性（无论顺丰是否知晓）：暴乱或民间骚乱；非顺丰雇员或与顺丰没有合同关系的人员的作为或不作为，如您、收件人、第三方、海关或其他政府部门；工业行动；对于电子音像图片、数据或记录的电磁性损坏或删除。

#### 15. Governing Law

准据法

Any dispute arising in connection with the T&C shall be subject to the non-exclusive jurisdiction of the courts of, and governed by the law of the country of origin of the Shipment, unless contrary to applicable law.

除非与适用法律冲突，与本条款有关的任何争议将受到快件原寄件地国家或地区法院的非排他管辖，并适用于原寄件地国家或地区法律。

#### 16. Severability

可分割性

The invalidity or unenforceability of any provision shall not affect any other part of these T&C.

本条款任何部分的无效性或不可执行性，不影响其他条款的效力和执行。

This T&C and the published rates and charges are subject to amendments without notice except to the extent otherwise provided by applicable laws or regulations. For the avoidance of doubt, any such amendments shall become effective and binding on the Shipper upon its publication on the official website of SF.

除非经适用的法律法规要求，本条款以及公布的费用收取标准将会未经通知而不时修改。为避免歧义，任何该等变更应自顺丰官网公布之日起生效并对寄件人具有约束力。

Accept by (Print name) :

Sign :

Date :