

INTERTOWN TRANSPORT

SPECIAL CONDITIONS OF CARRIAGE

1. In these conditions, the following words shall bear the meaning assigned to them below:
 - 1.1 "Intertown" means Intertown Transport (Pty) Ltd (Registration No. 2002/000415/07);
 - 1.1 "Customer" means the party reflected on the waybill as the sender of the goods, whether acting on his/her own behalf or in his/her capacity as agent or in any other capacity for a third party;
 - 1.2 "General Conditions of Carriage" means the full version of the General Conditions of Carriage, as referred to on the waybill, applicable to all and any business undertaken and accepted by Intertown; and
 - 1.3 "Goods" means the goods forming the subject matter of this agreement, whether contained in one or more parcels or packages and whether consigned singly or in parcels or in bulk.
2. This agreement seeks to vary, supplement and / or supercede certain conditions contained in the General Conditions of Carriage applicable to all and any business undertaken and accepted by Intertown. To this end, in any instance where there is a conflict between a provision in this agreement and a provision in the General Conditions of Carriage, the provision of this agreement shall prevail to the extent of such conflict.
3. Intertown and the Customer agree that Intertown shall at all times carry goods in transit ("GIT") insurance to the extent of R1,000,000-00 (One Million Rand). In this regard, Intertown and the Customer agree as follows:
 - 3.1 The GIT insurance is at all times subject to the terms and conditions of such GIT insurance policy, which policy contract Intertown hereby makes available to the Customer. It is the responsibility of the Customer to call for and secure and read and acquaint itself with the terms of such policy and, by signing this document, the Customer hereby irrevocably and unconditionally acknowledges that it has been granted this opportunity and that it has exercised its rights in terms of this opportunity and tender, alternatively waived same, and any failure on the part of the Customer to peruse the policy and act in terms thereof shall be to the sole and exclusive risk of the Customer who indemnifies Intertown in every respect;

32 Any claim by the Customer in respect of Intertown’s obligations under this Agreement is to be notified in writing by the Customer to Intertown within 15 (fifteen) days from the date of the occurrence giving rise to the Customer’s claim and failure by the Customer to give the required notice timeously shall entitle Intertown to reject such Customer’s claim.

33 The Customer may elect to secure its own GIT insurance cover at its cost.

34 The Customer is responsible for the policy excess as laid out in the Insurance Policy.
Annexure A – Current Excess Rates

4. The above provisions represent the full extent of the variation of the General Conditions of Carriage and no further variation shall be binding upon Intertown or the Customer unless reduced to writing and signed by both Intertown and the Customer.

SIGNED BY THE PARTIES AT THE PLACES AND ON THE DATES AS SET OUT BELOW:

PLACE _____

DATE _____

WITNESS _____

For and on behalf of **INTERTOWN**

PLACE _____

DATE _____

WITNESS _____

For and on behalf of the **CUSTOMER**
Full name: _____
Capacity: _____
On behalf of _____

ANNEXURE A

POLICY EXCESSES

Claims other than hijackings/armed robbery/theft of an entire load:

The Policy is subject to an excess of 10% of claim (minimum R2,500.00) in respect of each and every claim.

Claims for hijackings/armed robbery/theft of an entire load recoverable in terms of the Hijacking Clause within the policy, are subject to an excess of 15% of claim (minimum R5,000.00) in respect of each and every loss.

All claims R10,000.00 and under, is subject to an excess of R1,000.00.