

INTERTOWN TRANSPORT
GENERAL CONDITIONS OF CARRIAGE
(FULL VERSION)

All and any business is undertaken and accepted by Intertown, subject to the conditions set out below and each and every condition set out below shall be deemed to be a condition of any agreement with Intertown:

1. In these conditions, the following words shall bear the meaning assigned to them below:
 - 1.1 "Intertown" shall mean Intertown Transport (Pty) Ltd (Registration No. 2002/000415/07);
 - 1.2 "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;
 - 1.3 "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. Intertown shall not be bound by any agreement purporting to vary these conditions unless such agreement shall be in writing and signed by both Intertown and the Customer. In the absence of any such written agreement to the contrary, these conditions shall constitute the entire agreement between Intertown and each of its Customers.
3. Intertown is not a public or common carrier and has the right to refuse to accept any goods for carriage at its absolute discretion.
4. The Customer certifies and warrants that the particulars on the waybill are correct and that it is duly authorised to order the carriage of the Goods by Intertown and to conclude this agreement with Intertown. In the event that the Customer is not the owner of the Goods, the Customer hereby confirms that it is duly authorised to enter into this agreement on behalf of the true owner of the Goods and indemnifies Intertown against any damages, costs and expenses resultant from any breach of this warranty.
5. The Customer warrants that the carriage of the Goods will not be in contravention of any laws and the Customer indemnifies Intertown against any claims and/or damages arising from any breach of this warranty.

6. Intertown shall have the sole discretion in deciding what route to follow when carrying the Goods.
7. Intertown reserves the right to employ sub-contractors or agents to act for it and shall have no responsibility or liability to the Customer for any acts or omissions of such sub-contractors or agents, even though Intertown may be responsible for the payment of their charges. Intertown shall, however, take such action against the sub-contractors or agents concerned on the Customer's behalf as the Customer may direct provided that Intertown is suitably indemnified against all costs associated therewith, including attorney and own client costs. The Goods are accepted by Intertown subject to any conditions stipulated by any such sub-contractors or agents into whose possession of custody the Goods must pass for the due fulfilment of the obligations of Intertown.
8. The Goods shall be carried at the risk of the Customer who exempts Intertown from and indemnifies Intertown against all liability of whatsoever nature, arising directly or indirectly from the handling of the Goods whilst in the possession of Intertown, including, but not restricted to, any liability for direct and/or consequential loss or damages arising from loss of the Goods, damage to the Goods, the failure to collect or deliver the Goods timeously, adequately or at all, or from or to the correct address, or from any other cause arising, whether any such liability, loss or damage is caused by or arises from breach of contract or otherwise, save for instances where loss or damage is as a direct result of a wilful act or wilful default on the part of Intertown, its servants, agents, sub-contractors or employees, or otherwise.
9. The Customer is responsible for the packaging of the Goods, including the placing of the Goods in any container which may be supplied to the Customer by Intertown, and Intertown accepts no responsibility for loss or damage to the Goods caused by inadequate or inappropriate packaging.
10. Unless otherwise agreed in writing between Intertown and the Customer, Intertown will not carry dangerous, hazardous, combustible or explosive materials nor any other materials notified by Intertown to Customers from time to time. If the Customer consigns items with Intertown that are considered to be dangerous Goods, the Customer agrees that any liability of any nature whatsoever caused by or arising from the carriage of the dangerous Goods will be for the Customer's account and the Customer indemnifies Intertown against any claim of any nature whatsoever made against Intertown by any person or entity as a result of loss or damage as a result thereof.
11. Intertown shall not in any circumstances be liable for any loss or damage whatsoever caused by the carrying of fragile or valuable Goods and it is the Customer's responsibility to pack and label such Goods to minimise the additional risk associated with the carriage of such Goods. The Customer indemnifies Intertown for any loss or damage whatsoever arising from the carriage of such Goods.

12. Intertown does not accept the following goods for carriage and the Customer agrees that Intertown shall not be liable in any manner whatsoever in regard to the carriage of arms, ammunition, artworks, live animals of any description, bank and treasury notes, bullion, cash, deeds, designs, documents of any description, explosives, furs, gold or silver articles, jewellery, models, moulds, patterns, plans, precious metals or stones (cobalt, platinum, gold etc), specie, stamps, tickets, travellers cheques, exotic sea foods (including caviar, prawns, calamari and crayfish), aircrafts, platinum & liquor.
13. 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 2 (two) days from the date of delivery of the Goods or the date when the Goods should have been delivered.
14. Any case of liability of Intertown shall be limited to the price paid by the Customer for the services rendered by Intertown.
15. The Customer is encouraged to sufficiently insure the Goods carried by Intertown and Intertown shall not be liable to the Customer in any respect or manner in the event of the Customer failing to sufficiently insure such Goods.
16. If Intertown is unable to effect delivery of the Goods as a result of the consignee's refusal to accept the Goods, reasonable steps will be taken to return the Goods to the Customer and the Customer shall be responsible for the cost of carriage to and from the consignee as well as the cost of the attempted delivery. If Intertown is unable to effect the return of the Goods, it shall be entitled to sell the Goods to defray costs after giving notice of such sale by registered post to the Customer.
17. The Customer is liable for all losses, damages whatsoever caused to any person, including the Customer, as a result of the Customer's failure to comply with any of its obligations under this agreement or as a result of its negligence and the Customer indemnifies Intertown fully in this regard.
18. "To Pay" consignment marked COD or consignee account will be accepted by Intertown. The Customer, however, will remain liable for all consignment charges and/or other lawful expenses due to Intertown should the said charges and/or expenses not be recovered from the consignee within 30 days from the date of consignment or should the consignee default in payment for any reason whatsoever.
19. The Customer shall pay all monies in respect of services rendered by Intertown in respect of the carriage within a maximum of 30 days from date of Intertown's invoice to the Customer and interest will accrue on all payments not made on due date at the maximum rate allowed by law from date for payment to the date on which payment is affected. The Customer is not entitled to set off any alleged damages or loss against any amount due, owing and payable to Intertown.

20. Intertown shall be entitled, in its sole and absolute discretion, to appropriate any payments made by the Customer towards the settlement of any debt or obligation of whatsoever nature owing by the Customer to Intertown.
21. Intertown shall have a lien over all Goods as security for any monies due in respect of this or previous consignments undertaken by Intertown on behalf of the Customer.
22. This agreement and its interpretation is subject to the laws of the Republic of South Africa and any dispute arising from the terms of this agreement shall be resolved in accordance with such laws.
23. The address appearing on the waybill in respect of Intertown and the Customer shall serve as their respective domicilium addresses for the delivery of all notices in terms of this agreement. Any notice shall be deemed to have been validly given if posted by registered post to such addresses and shall be deemed to have been received within 7 (seven) days of the date of posting.