



Dear Valued Customer,

Introducing the Seabourne Logistics FreightGuard Warranty Program

At Seabourne Logistics, we are focused on ensuring that our service delivery standards are in line with what our customers expect from us. In the event that there is an isolated incident where Seabourne Logistics, or its agents, experiences a service failure that results in the loss or damage of your goods, we can now provide a guarantee over our service through the **FreightGuard Warranty Program**.

This Program protects our customers against loss or damage at a very competitive rate, with guaranteed quick claim resolution and no excess is applied to the amount claimed.

The FreightGuard Warranty Program has been available to clients of Seabourne Logistics since March 2014. We continuously analyse our customer's needs & requirements & have thus established that a more 'entry level' warranty product was necessary. Therefore, the FreightGuard Lite product has been established.

The FreightGuard Lite Warranty is a mandatory service and is designed to provide financial peace of mind by providing a warranty of up to R 1,500.00 per consignment at a mandatory charge of:

R 5.00 exclusive of VAT per domestic consignment, and

R 12.00 exclusive of VAT per international consignment

Should you require additional cover, the FreightGuard Warranty Program offers an optional upgrade to the FreightGuard Standard Warranty which offers a claim limit of up to R5000.00 per consignment. Please complete the attached form should you wish to upgrade to this program.

Please complete the attached FreightGuard Warranty Registration Form and return it to us by hand or via e-mail as follows:

E-mail: claims@seabourne.co.za

Feel free to contact your Sales Representative or your local Seabourne Logistics branch should you require additional information on this or any of our other services. We look forward to supporting your business through the provision of superior transport and logistics services.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Ezelle Harris', written in a cursive style.

Ezelle Harris
Managing Director



FreightGuard Warranty Registration Form

Please Complete and e-mail to claims@seabourne.co.za

Customer Account Name

Customer Account Number

We hereby select our FreightGuard Warranty option to be applied to our account for all consignments. The rates to be charged are at the prescribed rates as indicated below:

Please tick one box only

<p>AUTOMATIC <u>FREIGHTGUARD LITE</u> WARRANTY OF R 1,500.00</p> <p>I AM AWARE OF THE AUTOMATIC FREIGHTGUARD LITE WARRANTY OF UP TO R 1,500.00 OF THE COST PRICE OF THE CONSIGNMENT (EXCL. VAT) CHARGED AT A MANDATORY R5.00 EXCL VAT PER DOMESTIC SHIPMENT AND R12.00 EXCL VAT PER INTERNATIONAL SHIPMENT.</p>	<input type="checkbox"/>
<p>UPGRADE TO <u>FREIGHTGUARD STANDARD</u> WARRANTY OF R 5,000.00</p> <p>YES WE REQUIRE AN UPGRADE TO THE FREIGHTGUARD STANDARD WARRANTY OF UP TO R 5,000.00 OF THE COST PRICE OF THE CONSIGNMENT (EXCL. VAT) AT R14.00 PER DOMESTIC SHIPMENT AND R26.00 EXCL VAT PER INTERNATIONAL SHIPMENT.</p>	<input type="checkbox"/>

We confirm that we have read and accepted the Automatic FreightGuard Warranty Terms and Conditions, which form part of Seabourne Logistics' Standard Terms and Conditions of Trade. A signed copy of these is attached and we confirm that we have accepted them in full.

I hereby acknowledge that I am duly authorised to sign on behalf of the company.

Form Completed By (print name):	E-mail Address:	
Signature	Date:	Telephone:



FreightGuard Warranty Terms & Conditions

General

1. Unless the Customer has elected prior to the commencement of the Carriage that the FreightGuard Warranty is not to apply, Seabourne Logistics will provide to the Customer a warranty against loss or damage to Goods during the Carriage and while the Goods are in the possession of Seabourne Logistics, subject to the limitations and exclusions set out hereunder (the "FreightGuard Warranty").

2. The FreightGuard Warranty applies to all goods consigned on each Customer's unique account number. Customers cannot elect which consignments the FreightSafe Warranty will apply to and the FreightSafe Warranty will apply to an account completely, or not all.

3. The Customer must pay to Seabourne Logistics the applicable FreightGuard Warranty charge.

FreightGuard Warranty Claims

4. Any claim under the FreightGuard Warranty for damage to or loss of Goods ("Claim") must be made in writing on a claim form supplied by Seabourne Logistics. Claims must be sent to:-

Seabourne Logistics - FreightGuard Warranty Department – to one of the following:

via online link -

<http://seabourne-solutions.com/AdminLTE-master/pages/forms/FreightGuardClaims/New.php>

or

e-mailed to: claims@seabourne.co.za

5. The Customer must notify Seabourne Logistics in writing of any Claim within the following time limits:

a) where the Receiver has indicated in writing on the consignment note or has a record of the fact that they have informed Seabourne Logistics 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.

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

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

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

Claims will only be paid by Seabourne Logistics in respect of any consignment after the Customer has paid all outstanding Freight Charges in respect of that consignment and there are no unpaid amounts on the account of the Customer, that are due for payment.

9.

FreightGuard Warranty Limitations

10. The FreightGuard Warranty 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 Warranty 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 Seabourne Logistics under the FreightGuard Warranty is the lesser of:
 - i. the FreightGuard Warranty Limitation Amount (for the avoidance of doubt, where no FreightGuard Warranty has been selected by the Customer the FreightGuard Warranty Limitation Amount shall be zero); and
 - ii. the cost price of the Goods, as supported by documentary evidence acceptable to Seabourne Logistics (for example receipt, valuation or tax invoice from the original supplier of the Goods).
- c) VAT and freight charges relating to the consignment covered by the FreightGuard Warranty shall not be included in the calculation of any amount payable under the FreightGuard Warranty in respect of the Goods and any payment by Seabourne Express arising out of any Claim made by the Customer will be exclusive of VAT.
- d) Where a claim has been paid in full for goods damaged, Seabourne Logistics reserves the right to take possession of the goods as salvage and to dispose of such goods as it sees fit.

FreightGuard Warranty Exclusions

11. Seabourne Logistics 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 Warranty to apply to the consignment or has not paid the FreightGuard Warranty charge;
- b) Where the Customer fails to submit the Claim to Seabourne Logistics within the relevant time limits set out above;
- c) Where Seabourne Logistics 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. currency; negotiable instruments; jewellery; gemstones; wrought or unwrought metals; antiques; securities; drugs; weapons; living animals or plants; household and personal effects; cigarettes, tobacco and tobacco products; and any valuable documents. Second hand goods that have not been declared as such to Seabourne Express, 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 Seabourne Logistics in its reasonable opinion considers the Packaging of the Goods to be inadequate for air, rail or road transportation;
 - f) Where the Goods are determined by Seabourne Logistics 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 Seabourne Express, have been caused by the Carriage;
 - h) Where Seabourne Logistics fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of Seabourne Logistics's own employees or those of others and whether or not Seabourne Express 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 Seabourne Logistics ;
 - i) Where the Goods have been lost or damaged as a result of derailments, collisions, overturning;
 - 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 mail box.

Amendments to Terms and Conditions of Contract

12. Seabourne Logistics reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.
