

Dear Valued Customer,

Introducing the Seabourne Logistics FreightGuard Warranty Program

At Seabourne, 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, 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**.

The FreightGuard Warranty Program has been available to clients of Seabourne since March 2014 and has proven since then to protect our customers against loss or damage at a very competitive rate, with guaranteed quick claim resolution and no excess applied to the amount claimed.

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 1500.00 including VAT 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 R 5000.00 including VAT per consignment at a charge of:

- R 14.00 exclusive of VAT per domestic consignment, and
- R 24 .00 exclusive of VAT per international consignment

Please select the FreightGuard Standard Warranty option on the FreightGuard Service Warranty Registration Form should you wish to upgrade to this program.

The information in this document is intended for you to fully understand the parameters in which this warranty operates. As a Seabourne customer, it is in your best interests to read through to make sure you are fully aware of and understand the Terms and Conditions associated with it.

Please complete the attached FreightGuard Warranty Program Registration Form and return it to us by hand together with your Credit Application and supporting documents required to open an account with Seabourne.

Feel free to contact your Sales Representative or your local Seabourne 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,

Ezelle Harris
MANAGING DIRECTOR

FreightGuard Warranty Program Registration Form

Please complete and submit together with your Credit Application and supporting documents required to open an account with Seabourne.

Customer Account Name:	
Customer Account Number:	

We hereby select our FreightGuard Warranty Program 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 the box below in acknowledgement

<p style="text-align: center;">AUTOMATIC FREIGHTGUARD LITE WARRANTY OF R 1500.00</p> <p>I AM AWARE OF THE AUTOMATIC FREIGHTGUARD LITE WARRANTY OF UP TO R 1500.00 OF THE COST PRICE OF THE CONSIGNMENT AS FULL AND FINAL SETTLEMENT. A MANDATORY FEE OF R 5.00 (EXCL. VAT) PER DOMESTIC SHIPMENT AND R 12.00 (EXCL. VAT) PER INTERNATIONAL SHIPMENT WILL BE CHARGED.</p>	<input type="checkbox"/>
<p style="text-align: center;">UPGRADE TO FREIGHTGUARD STANDARD WARRANTY OF R 5000.00</p> <p>YES, WE REQUIRE AN UPGRADE TO THE FREIGHTGUARD STANDARD WARRANTY OF UP TO R 5000.00 OF THE COST PRICE OF THE CONSIGNMENT AS FULL AND FINAL SETTLEMENT. A FEE OF R 14.00 (EXCL. VAT) PER DOMESTIC SHIPMENT AND R 26.00 (EXCL. VAT) PER INTERNATIONAL SHIPMENT WILL BE CHARGED.</p>	<input type="checkbox"/>

We confirm that we have read and accepted the Automatic FreightGuard Warranty Terms and Conditions, which form part of the Seabourne 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 authorized to sign on behalf of the company.

Form Completed By (Full Name):	Designation:
E-mail Address:	Telephone Number:
Signature:	Date Completed:

August 2022

FreightGuard Service Guarantee Terms and Conditions

General

1. Seabourne will provide to the Customer a warranty against loss of or damage to Goods during the Carriage and while the Goods are in the possession of Seabourne, subject to the limitations and exclusions set out hereunder (the "FreightGuard Service Guarantee").
2. The FreightGuard Service Guarantee applies to all goods consigned on each Customer's unique account number. Customers cannot elect which consignments the FreightGuard Service Guarantee will apply to, and the FreightGuard Service Guarantee will apply to all consignments on their account.
3. The Customer must pay to Seabourne the applicable FreightGuard Service Guarantee charge.

FreightGuard Service Guarantee Claims

4. Any claim under the FreightGuard Service Guarantee for damage to or loss of Goods ("Claim") must be submitted by completing the Online Claims Submission Form via the URL link below, found on FreightGuard website.

<https://freightguard.force.com/s/new-claim?vCarrierPrefix=SBE>

5. The Customer (Claimant) must submit their claim via the online claim form within the following time limits:
 - a) where the Receiver has indicated in writing on the consignment note or has records that they have informed Seabourne 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 with any Claim, documentary evidence acceptable to Seabourne (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, Seabourne reserves the right to pay the Claim either directly to the Customer (Cash Clients) or as a credit to the Customer's account.
9. Claims will only be paid by Seabourne 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.

FreightGuard Service Guarantee limitations

10. The FreightGuard Service Guarantee is subject to the following limitations:
 - a) Claims are limited to loss of or damage to the Goods only. For the avoidance of doubt, the FreightGuard Service Guarantee does not cover any consequential loss or damage suffered by the Customer, as a result of loss of or damage to the Goods.
 - b) The maximum amount that may be claimed from Seabourne under the FreightGuard Service Guarantee is the lesser of:

- i. the applicable FreightGuard Service Guarantee Limitation Amount; and
 - ii. the cost price of the Goods, as supported by documentary evidence acceptable to Seabourne (for example receipt, valuation, or tax invoice from the seller of the Goods).
- c) Freight charges relating to the consignment covered by the FreightGuard Service Guarantee shall not be included in the calculation of any amount payable under the FreightGuard Service Guarantee in respect of the Goods and any payment by Seabourne arising out of any Claim made by the Customer will be inclusive of VAT.
- d) Where a claim has been paid in full for goods damaged, Seabourne reserves the right to take possession of the goods as salvage and to dispose of such goods as it sees fit.

FreightGuard Service Guarantee Exclusions

11. Seabourne will not be liable for any Claims made by Customers in any of the following circumstances:

- a) Where the customer has not paid the FreightGuard Service Guarantee charge.
- b) Where the Customer fails to submit the Claim to Seabourne within the relevant time limits set out above.
- c) Where Seabourne 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; jewelry; 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, who reserves the right to inspect second-hand goods before acceptance and to delay the transit time by one day to affect such inspection.
- e) Where Seabourne in its reasonable opinion considers the Packaging of the Goods to be inadequate for air or road transportation; in the event of a claim for damage, the receiver must retain all inner and outer packaging materials as well as the damaged goods. Failure by the receiver to retain the original goods and packaging at the original delivery location or the failure to make the delivered goods available for inspection will invalidate the claim.
- f) Where the Goods are determined by Seabourne 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, have been caused by the Carriage.
- h) Where Seabourne fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of Seabourne's own employees or those of others and whether or not Seabourne 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;
- 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 mailbox.

Amendments to Terms and Conditions of Contract

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