



FreightGuard Service Guarantee Terms & Conditions

General

1. *Diamond Express* will provide to the Customer a Service Guarantee against loss or damage to Goods during the Carriage and while the Goods are in the possession of *Diamond Express*, 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 an account completely.
3. The Customer must pay to *Diamond Express* 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 made in writing on a claim form supplied by *Diamond Express*. Claims must be sent to:-

Diamond Express
46 Fritz Stockenstrom Street
New East End
Bloemfontein, 9301

OR e-mailed to: claims@diamondexpress.co.za

5. The Customer must notify *Diamond Express* in writing of any Claim within the following time limits:
 - a) where the Receiver has indicated in writing on the consignment note or has records that they have informed *Diamond Express* that loss or damage has occurred in respect of the Goods in writing, within **seven (7) days** from the date of delivery of the Goods to the Delivery Address as specified on the waybill;
 - 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 **ten (10) 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 *Diamond Express* with any Claim, documentary evidence acceptable to *Diamond 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 *Diamond Express*, *Diamond Express* reserves the right to pay the Claim either directly to the Customer or as a credit to the Customer's account.
9. Claims will only be paid by *Diamond Express* in respect of any consignment after the Customer has paid all outstanding Freight Charges in respect of that consignment.

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 or damage to the Goods.
 - b) The maximum amount that may be claimed from *Diamond Express* under the FreightGuard Service Guarantee is the lesser of:
 - i. the FreightGuard Service Guarantee Limitation Amount (for the avoidance of doubt, where no FreightGuard Service Guarantee has been selected by the Customer the FreightGuard Service Guarantee Limitation Amount shall be zero); and
 - ii. the cost price of the Goods, as supported by documentary evidence acceptable to *Diamond Express* (for example receipt, valuation or tax invoice from the seller of the Goods).
 - c) VAT and 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 *Diamond 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, *Diamond Express* 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. *Diamond Express* 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 Service Guarantee to apply to the consignment or has not paid the FreightGuard Service Guarantee charge;
- b) Where the Customer fails to submit the Claim to *Diamond Express* within the relevant time limits set out above;
- c) Where *Diamond Express* 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. Tobacco products of all descriptions, Alcohol products, money, bullion, credit cards, pre-paid cards, jewellery, watches, precious stones, furs, treasury notes, securities, stamps, patterns or manuscripts, plans, designs, explosives and all livestock or plants. Guns, Ammunition, Hazardous goods and Dangerous goods / materials ; negotiable instruments; gemstones; wrought or unwrought metals; antiques; works of art; securities; drugs; refrigerated/perishable goods; household and personal effects; and any valuable documents; glass or glass product. Second – hand goods that have not been declared as such to *Diamond 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 *Diamond Express* in its reasonable opinion considers the Packaging of the Goods to be inadequate for rail 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 *Diamond Express* 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 *Diamond Express*, have been caused by the Carriage;
- h) Where *Diamond Express* fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of *Diamond Express'* own employees or those of others and whether or not *Diamond 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 of *Diamond Express*;
- i) Where the goods have been lost or damaged as a result of derailments, collisions, overturning, hi-jacking, break-ins and theft;
- 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.
- l)



Amendments to Terms and Conditions of Contract

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