

INDIGO LOGISTICS cc
TERMS AND CONDITIONS
OF CARRIAGE
(“Terms and Conditions”)

Important notice

- 1) When ordering Indigo Logistics services, you as “Shipper “ are agreeing, on your behalf and on behalf of anyone else with an interest in the Shipment ,that the Terms and conditions shall apply from the time that Indigo Logistics accepts the Shipment unless otherwise agreed in writing by authorised officer of Indigo Logistics. Your statutory rights and entitlements under any defined service feature (for which additional payment has been made) are not affected.
- 2) “Shipment “ means all documents or parcels that travel under one waybill and which may be carried by any means Indigo Logistics chooses, including air, road or any other carrier. A “waybill” shall include any label produced by Indigo Logistics, air waybill, or consignment note and shall incorporate these terms and conditions. Every Shipment is transported on a limited liability basis as provided herein. If the Shipper requires greater protection, then insurance may be arranged at an additional cost.

3) Customs, Exports and imports

Indigo Logistics may perform any of the following activities on Shipper’s behalf in order to provide its services to Shipper: (1) complete any documents, amend product or service codes, and pay any duties or taxes required under applicable laws and regulations,(2) appoint a Shippers forwarding agent for customs and exports control purposes and act as or appoint a Receiver solely for the purpose of designating a customs broker to perform customs clearance and entry and (3) redirect the Shipment to receiver’s import Broker or other address upon request by any person who Indigo Logistics believes in its reasonable opinion to be authorised

4) Unacceptable Shipments

Shipper agrees that its Shipment is acceptable for transportation and is deemed unacceptable if :

- It is classified as hazardous material ,dangerous goods, prohibited or restricted articles by IATA(international Air Transport Association),ICAO(International civil Aviation organisation),any applicable government department or other relevant organisation;
- No customs declarations is made when required by applicable customs regulations; or
- Indigo Logistics decides it cannot transport an item safely or legally (such items includes but are not limited to: animals, currency, bearer form negotiable instruments, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs).

5) Deliveries & Undeliverables

Shipments cannot be delivered to PO Boxes or postal codes. Shipments are delivered to the Receiver’s address given by Shipper, but not necessarily to the named Receiver personally. Shipments to addresses with a central receiving area will be delivered t that area. If Receiver refuses delivery or to pay for delivery, or the Shipment is deemed to be unacceptable, or it has been undervalued for customs purposes, or Receiver cannot be reasonably indentified or located, Indigo Logistics shall use reasonable efforts to return the Shipmentd to Shipper at Shipper’s cost, failing which the Shipment may be released, disposed of or sold by Indigo Logistics without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against service charges and related administrative cost and the balance of the proceeds of a sale to be returned to Shipper.

6) Inspection

Indigo Logistics has the right to open and inspect a Shipment without prior notice to Shipper.

7) Shipment Charges & Billing

Indigo Logistics Shipment charges are calculated according to the higher of actual or volumetric weight and any Shipment may be re-weighed and re-measured by Indigo Logistics to confirm this calculation. Shipper shall pay or reimburse Indigo Logistics for all Shipment charges, storage charges, duties and taxes owed for services provided by Indigo Logistics or incurred by Indigo Logistics on Shipper's or Receiver's or any third party's behalf and all claims, damages, fines and expenses incurred if the Shipment is deemed unacceptable for transport as described in Section 4.

8) Indigo Logistics Liability

Indigo Logistics contracts with Shipper on the basis that Indigo Logistics' liability is strictly limited to direct loss only and to the per kilo limits in this Section 8. All other types of loss or damage are excluded (Including but not limited to lost profits, income, interest, future business), Whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to Indigo Logistics' attention before or after acceptance of the Shipment. If a Shipment combines carriage by air, road or other mode of transport, it shall be presumed that any loss or damage occurred during the air period of such carriage unless proven otherwise. Indigo Logistics liability in respect of any one Shipment transported, without prejudice to Section 9-13, is limited to its actual cash value and shall not exceed the greater of \$US 100 for Shipment transported by air and road (not applicable outside of South Africa).

Claims are limited to one claim per Shipment - settlement of which will be full and final settlement for all loss or damage in connection therewith. If Shipper regards these limits as insufficient it must make a special declaration of value and request insurance as described in Clause 10 (Shipment insurance) or make its own insurance arrangements, failing which Shipper assumes all risks of loss or damage.

9) Time Limits for Claims

All claims must be submitted in writing to Indigo Logistics within thirty (30) days from the date that Indigo Logistics accepted the Shipment, failing which Indigo Logistics shall have no liability whatsoever.

10) Shipment Insurance

Indigo Logistics can arrange insurance for Shipper covering the actual cash value in respect of loss of or physical damage to the Shipment, provided the Shipper completes the insurance section on the front of the waybill.

Shipment insurance does not cover indirect loss, consequential loss or damage; or loss or damage caused by delays.

11) Delayed Shipments

Indigo Logistics will make every reasonable effort to deliver the Shipment according to Indigo Logistics' regular delivery schedules, but these are not guaranteed and do not form part of the contract. Indigo Logistics is not liable for any damage or loss caused by delays.

12) Circumstances beyond Indigo Logistics' control

Indigo Logistics is not liable for any loss or damage arising out of circumstances beyond Indigo Logistics' control. These include but are not limited to: "Act of God" - e.g. earthquake, cyclone, storm, flood, fog; "Force Majeure" - e.g. war, plane crash or embargo; any defect or characteristic related to the nature of the Shipment, even if known to Indigo Logistics; riot or

civil commotion; any act or omission by a person not employed or contracted by Indigo Logistics e.g. Shipper, Receiver, third Party, customs or other government official; industrial action; and electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings.

13) Warsaw Convention

If the Shipment is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention ("Warsaw"), if applicable, governs and in most cases limits Indigo Logistics' liability for loss or damage.

14) Shipper's Warranties and Indemnity

Shipper shall indemnify and hold Indigo Logistics harmless for any loss or damage arising out of Shipper's failure to comply with any applicable laws or regulations and for Shipper's breach of the following warranties and representations:

- All information provided by Shipper or its representatives is complete and accurate;
- the Shipment was prepared in secure premises by Shipper's employees;
- Shipper employed reliable staff to prepare the Shipment;
- Shipper protected the Shipment against unauthorised interference during preparation, storage and transportation to Indigo Logistics
- the Shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling;
- all applicable customs, import, export and other laws and regulations have been complied with; and
- the waybill has been signed by Shipper's authorised representative and The Terms and conditions constitute binding and enforceable obligations of Shipper.

15) Routing

Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places.

16) Governing Law

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of Indigo Logistics to the non-exclusive jurisdiction of the courts of, and governed by the law of, the country of origin of the Shipment and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.

17) Severability

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions