

TERMS AND CONDITIONS

1.DEFINITIONS

1.1 'Additional charges' means any expenses, fines, damages, levies, duties, taxes and storage fees' actually incurred or paid for by DHN on behalf of or for the benefit of the Consignee in addition to the charges particularly but not limited to circumstances where the shipment is unacceptable.

1.2 'Charges' means remuneration charged by DHN for the services as determined by DHN from time to time.

1.3 'Consignor' means the intended recipient of the shipment, as described overleaf.

1.4 'Consignor' means any one or all of the following persons (i) the sender of the shipment or (ii) the person delivering the shipment to DHN or (iii) the lawful holder of this waybill.

1.5 'Goods' means the articles, items and documents described overleaf.

1.6 'Insurance' means such short-term insurance as DHN agrees with an insurer of its choice in respect of Shipment.

1.7 'DHN' means Distribution Hub Namibia.

1.8 'Prohibited Goods' mean;

1.8.1 Hazardous or Dangerous goods or material, including articles prohibited or restricted by IATA and ICAO.

1.8.2 Goods in respect of which no customs declaration has been made but where such declaration is required by any applicable laws.

1.8.3 Goods that may not be transported under any applicable laws.

1.8.4 Goods regarded by DHN in its sole discretion to be hazardous or dangerous, either by their nature or for the purpose of transport.

1.8.5 Without limiting 1.8.1 – 1.8.4 firearms parts thereof and ammunition, human remains pornography, illegal narcotics and drugs.

1.9'Services' means the receipt, handling, dispatch, transportation and delivery of the shipment by DHN from the consignor to the consignee subject to these Terms and Conditions.

1.10 'Shipment' means the goods described overleaf and forming the subject matter of the services in terms of this Waybill.

1.11 'Shipper' is synonymous with 'Consignor'

1.12 'Waybill' means this document.

2.PROVISION AND SCOPE OF SERVICES

2.1 DHN provides the services to the consignor subject to these Terms and Conditions.

2.2 DHN may subcontract any part of the Services to any person.

2.3 DHN endeavours to deliver the Shipment to the Consignee in accordance with DHN's normal transport and delivery schedules (as amended from time to time in the discretion of DHN) but DHN does not guarantee delivery in accordance with such normal transport and delivery schedules.

3. CHARGES AND PAYMENT FOR SERVICES

3.1 The Consignor pays all charges for the services, where the Consignor has indicated charges to be paid by the Consignee and the Consignee does not pay such charges, the Consignor pays such charges upon demand by DHN.

3.2 The Consignor pays all additional charges upon demand by DHN.

3.3 DHN may determine the charges according to the higher of actual or volumetric weight and any shipment may be re-weighed by DHN to determine the charges.

4. UNACCEPTABLE GOODS

4.1 The Consignor may not include unacceptable goods as part of the shipment unless there is written proof that the consignor has complied with all the respective laws and regulations and the consignor accepts sole liability in an event where the unacceptable goods cause damages to the carrier or third parties and there is a written agreement between DHN and the Consignor for the transportation of such goods.

5. DELIVERY

5.1 DHN will use reasonable efforts to deliver the shipment to the Consignee's address as instructed by the Consignor if DHN is unable to find such an address, the Consignor will be notified.

6. PACKAGING

6.1 The Consignor is responsible to package the shipment of goods.

6.1.1 In such a manner as to prevent any damages thereof and

6.1.2 In accordance with instructions given by DHN if any

6.2 DHN may at any stage following receipt of the shipment refuse to provide the services if DHN in its sole opinion regards the packaging or the non-packaging of the goods or the shipment to be unsuitable or insufficient.

7. RIGHTS OF DHN

7.1 DHN may complete any documents required under any applicable laws for the Consignor.

7.2 DHN may redirect the Shipment to another address upon request of a person that DHN reasonably believes to be authorised by the Consignor or Consignee.

7.3 DHN may withhold delivery of the Shipment until all charges and additional charges have been paid in Full.

7.4 DHN is entitled to open and inspect any Shipment without notice to the Consignor.

7.5 DHN reserves the right to auction any uncollected item after 60 days of storage in its warehouse.

8. CONSIGNOR WARRANTIES

8.1 The Consignor warrants that;

8.1.1 The Shipment is properly marked and addressed and to ensure safe transportation with ordinary care in handling.

8.1.2 All applicable customs, import, export and other laws have been complied with.

9. EXCLUSION AND LIMITATION OF LIABILITY

9.1 DHN is not liable for any loss of or damages to any Shipment or goods;

9.1.1 Unless any claim in respect of such loss or damage has been notified to DHN within 48 hours of delivery of the shipment to DHN, and unless insurance has been arranged by the Consignor for such Shipment through DHN's Insurers and/or

9.1.2 Where such goods or shipment consist of gold coins, precious stones or minerals, Cash, Jewellery, and/or

9.1.3 Where such loss or damage is caused by an inherent defect in the shipment or the goods and/or

9.1.4 Where such loss or damage involves electrical, magnetic or other damage to, or erasure of loss of electronic data, images or recordings and/or

9.1.5 Where such damages are caused by any delay in the delivery of the shipment to the Consignee and/or

9.1.6 Where such damages are caused by insufficient or unsuitable packaging.

9.2 Where insurance has been arranged DHN's liability to the Consignor in respect to loss of or damage to such goods or shipments shall be limited to any amount paid out by DHN's insurers, less insurance excess.

9.3 Notwithstanding anything contained in these Terms and Conditions, DHN liability is in any event limited as per the provisions of the Posts and Telecommunications Act, Act NO 19 of 1992.

9.4 DHN is in any event not liable for;

9.4.1 Any loss or damage arising from circumstances or events constituting vis major, including but not limited to storms, earthquakes, floods, strikes, or industrial action, riot or civil commotion, war or armed insurrection, robbery or theft by person other than DHN's employees

9.4.2 Any consequential losses or damages whatsoever, whether direct or indirect or whether foreseeable by DHN or not.

10. INDEMNITY

10.1 The Consignor indemnifies and holds DHN harmless against any loss or damage whatsoever arising out of or from

10.1.1 The Consignor failure to provide full and accurate instructions to DHN or full and accurate information on this waybill and,

10.1.2 The Consignor failing to properly package the shipment or the goods forming part of the shipment.

10.1.3 The Consignor's employment of unreliable agents, staff and or representatives to prepare the shipment.

10.1.4 The Consignor's preparation of shipment in insecure premises.

10.1.5 The Consignor's failure to protect the shipment against unauthorized interference during preparation, storage and/or transportation to DHN.

10.1.6 The Consignor's failure to mark, address and package consignment to ensure safe transportation with ordinary care and special care where applicable in handling.

10.1.7 The Consignor's failure to comply with applicable laws and regulations for the relevant consignment.

10.1.8 The signing of the waybill by unauthorized representative of the consignor as a result of which the terms and conditions would ordinarily not constitute binding and enforceable obligations on the consignor.

10.1.9 The Consignor indemnifies DHN against any claims of whatsoever nature suffered by any third party arising from the consignor's negligent or wilful acts, commissions or inaccuracies relating to the standard trading conditions.

11. INSURANCE

11.1 The Consignor agrees, upon a request by DHN to promptly assist DHN and to provide all relevant information to enable DHN to lodge an insurance claim with DHN's insurers, failing which DHN shall be under no obligation to prosecute any insurance claim for the consignor.

11.2 In any event, DHN's obligation to the consignor is limited to lodging an insurance claim on request of the Consignor and following up with its insurers from time to time.

11.3 The Consignor shall not do anything that would invalidate or in any manner adversely affect the insurers.

11.4 Consignment insurance does not cover indirect loss or damage, or loss or damage caused by delays.

11.5 Failure by the consignor to ascertain their consignment insurance status does not in any way whatsoever make DHN liable for any claims arising from the consequent occurrence of such risks and the consignor shall remain liable for all payment of all tariffs due to DHN.

11.6 The Consignment is transported at the consignor's risk and DHN shall not be liable for loss or damage to such goods or for any consequential loss resulting from loss of or damage to or delay in making delivery of any goods,

11.6.1 In the event of the goods not being insured and DHN being notified in writing at the time or expected time of delivery of damage to or loss of the consignment, the liability of DHN per Consignment, if DHN may in law be held liable for such loss or damage shall be;

11.6.1.1 If the value of the consignment has not been declared by the customer the maximum liability of DHN shall be limited to N\$50 (Inclusive of VAT)

11.6.1.2 If the value of the consignment has been declared, limited to the lesser of the value declared by the consignor on the waybill or the amount of the actual loss suffered, up to a maximum of N\$50 (Inclusive of Vat) per consignment, subject thereto that such liability shall not exceed the manufactured cost of the goods.

11.7 In the event of the consignor declaring the value of goods requesting insurance, and have paid the full premium due, the shipment of such consignment will be underwritten by means of an insurance policy and DHN and the Consignor shall be bound by Terms and Conditions of such insurance policy, only the consignor shall be obliged to have recourse against the insurer in the event of the insurer repudiating such policy.

12. ENTIRE AGREEMENT

12.1 These Terms and Conditions constitute the entire agreement between DHN and the Consignor regarding the services, no employee or subcontractor of DHN is authorized to waive, after or modify these Terms and Conditions.

13. SEVERABILITY

13.1 The invalidity or un-enforceability of any provision or term shall not affect any other part of these Terms and Conditions.

14. MISCELLANEOUS

14.1 The standard DHN Terms and Conditions of contract forms an integral part of the Terms and Conditions herein after set out and the Customer/Consignor confirms that he is conversant with the contents thereof.

15 GOVERNING LAW AND JURISDICTION

15.1 The legal relationship between DHN, the Consignor and the Consignee is governed exclusively by the laws of Namibia and the Consignor agrees to the jurisdiction of the Namibian courts in respect of any legal dispute arising in connection with the services. The Consignor agrees also to the jurisdiction of the magistrate's court provided that DHN may institute legal proceedings as its choice in either the High Court of Namibia or the Magistrate's Court.

