

Standard Trading Conditions of DPD Laser trading as Dawn Wing



a division of
dpd laser

1. In these conditions "The Carrier" shall mean Dawn Wing, a division of DPD Laser Express Logistics (Pty) Limited (Registration Number: 2006/033353/07).
 2. "the Client" shall mean any party reflected on the Waybill or the credit application as the sender of the goods.
 3. "the Waybill" shall mean the Carrier's official Dispatch Note overleaf, or Dispatch Sheet overleaf, or in the case of computerised dispatch sender systems, the Handover List, file transfer or computer disk containing the Client's instructions.
 4. **To the maximum extent permitted in law, all articles are carried at the risk of the owner of the article, the Client and receiver of the article and the Carrier accepts no liability for, and the Client indemnifies and holds the Carrier harmless in respect of, any and all direct or indirect cost, expense, loss or damage (including any consequential loss or damage or loss of profits) of whatsoever nature or kind arising, directly or indirectly, out of the Carrier's carriage of the article, to the extent that the Carrier has not acted negligently or with willful intent. The effect of this clause is that the owner of the article, the Client and/or receiver of the article may have limited or no recourse against the Carrier in the circumstances referred to herein and that the Client could become liable to compensate the Carrier if it becomes liable in the circumstances referred to herein.**
 5. **Without derogating from the provisions of clause 4 should it nevertheless be held that the Carrier is liable for any cost, expense, loss and / or damage, liability shall be limited to R1000 (VAT incl) per consignment carried, but in all cases shall not exceed the actual manufactured cost of the article/s. The effect of this clause is that the liability of the Carrier may be limited to the amounts contemplated herein in the circumstances contemplated herein.**
 6. All charges are levied according to mass or volume per consignment (whichever is the greater) and not by the value of the article/s carried unless agreed to the contrary, in writing by the Carrier. To the extent that such cost, expense, loss and/or damage was not incurred as a result of the negligence or willful act of the Carrier. Should the Client select the "limited liability option on the Waybill, then the Client will be liable to pay the Carrier an additional amount equal to 2% of the value of the article (as noted on the face of the waybill) plus VAT or their current minimum charge, whichever is the greater.
 7. The Carrier will not procure, nor will the Carrier be responsible for procuring, any insurance cover for, or on behalf of, the Client. The Client is solely responsible for procuring his/her/its own insurance cover in relation to the article and the carriage services provided by the Carrier to the Client in relation to such article.
 8. **THE LIMITED LIABILITY OPTION**
 - 8.1 The provisions of this clause are only of application to the extent that:
 - 8.1.1 the Client has actually selected the "limited liability" option on the Waybill; and
 - 8.1.2 the article is not one of the following:
Alcohol, bottled wine, liquor, antiques, antiques of any description, ammunition, arms, explosives, artwork, paintings, frames and framed commodities, bank and/or treasury notes, bonds, bullion, cash, traveller's cheques, vouchers of any description, money, phone cards, prepaid cards, securities, specie, stamps, tickets, bulk cargo, cellular phones and accessories, ipads, ebooks, tablets – i.e. all mobile multimedia electronic communication devices, cigarettes, tobacco and tobacco products, cobalt, copper, dangerous/ hazardous goods, used and/or second hand goods, documents of any description, manuscripts, patterns, plans, deeds, designs, certificates, samples, models, moulds, flowers, fresh produce, frozen or chilled foods, fruit, gold and silver articles, watches, jewellery, precious metals and precious/semi-precious stones, hides and skins, furs, household goods and personal effects, livestock, animals of any description, motor vehicles of any description, tyres;
and
 - 8.1.3 the article is adequately packaged to withstand the normal rigours of transportation. Claims due to inadequate packaging can be repudiated.
 - 8.2 **Subject to the provisions of clause 8 above if the article is lost or damaged by the Carrier during the course and scope of its carriage thereof the Carrier will, notwithstanding the provisions of clauses 4 and 5 above, be liable to the Client for the direct cost of replacing or repairing the lost or damaged article; provided that:**
 - 8.2.1 **The Client has reasonably proven that the article has been lost, or damaged, and that such loss or damage was caused by the Carrier; and**
 - 8.2.2 **the Client has paid the Carrier the additional fee referred to in clause 6 above in relation hereto; and**
 - 8.2.3 **the maximum liability of the Carrier to the Client shall, to the maximum extent permitted in law, be the lesser of the value of the article (as provided by the Client on the waybill), and R50,000 (Fifty Thousand Rand); provided that if no such value is provided on the waybill, the value of the article shall be deemed to be an amount equal to R50 (Fifty Rand).**
- The effect of this clause is that the Client may have limited or no recourse against the Carrier in the circumstances referred to herein.
- 8.3. In the event of a claim in terms of clause 8.2, please contact Dawn Wing on (011) 961 4800 or 0861 223 224.
9. The Carrier will not provide any services in respect of any hazardous goods.
10. Whilst the carrier will use its reasonable endeavours to effect delivery of any articles at the time requested by the client on the waybill, such requested time is an estimate only and does not constitute an agreement by the carrier that such article will be delivered at such time.
11. Where payment for carriage, or any other service rendered by the Carrier, is made by cheque or any other means and such payment is not honoured on presentation, or the cheque returned "refer to drawer" through no fault of the Carrier, the Client agrees to compensate the Carrier, on demand, for all and any additional charges incurred by the Carrier in recovering such payment. Should the Carrier envision a major delay, it will inform the Client in writing
12. All amounts payable by the Client to the Carrier are exclusive of VAT (unless specifically stated to the contrary on the Waybill) and shall be settled in full, without deduction or set off. In the event that the Carrier instructs attorneys or collection agents to institute action against the Client arising from, or in connection with, this document, the Client acknowledges liability for all and any costs incurred by the Carrier on the attorney and client scale, as well as collection charges and any tracing fees.
13. This document contains the entire agreement between the parties in relation to the subject matter hereof. No alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these conditions or their duly authorised representatives.

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