



FreightGuard Warranty Terms & Conditions

General

1. Unless the Customer has elected prior to the commencement of the Carriage that the FreightGuard Warranty is not to apply, Seabourne Express will provide to the Customer a warranty against loss or damage to Goods during the Carriage and while the Goods are in the possession of Seabourne Express, subject to the limitations and exclusions set out hereunder (the "FreightSafe Warranty").
2. The FreightGuard Warranty applies to all goods consigned on each Customer's unique account number. Customers cannot elect which consignments the FreightSafe Warranty will apply to and the FreightSafe Warranty will apply to an account completely, or not all.
3. The Customer must pay to Seabourne Express the applicable FreightGuard Warranty charge.

FreightGuard Warranty Claims

4. Any claim under the FreightGuard Warranty for damage to or loss of Goods ("Claim") must be made in writing on a claim form supplied by Seabourne Express. Claims must be sent to:-

Seabourne Express - FreightGuard Warranty Department – to one of the following:
fax number 086 228 1392
or e-mailed to: claims@seabourne.co.za
5. The Customer must notify Seabourne 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 a record of the fact that they have informed Seabourne Express 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 Express with any Claim, documentary evidence acceptable to Seabourne 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 Seabourne Express, Seabourne 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 Seabourne Express 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 Warranty Limitations

10. The FreightGuard Warranty 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 Warranty 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 Seabourne Express under the FreightGuard Warranty is the lesser of:
 - i. the FreightGuard Warranty Limitation Amount (for the avoidance of doubt, where no FreightGuard Warranty has been selected by the Customer the FreightGuard Warranty Limitation Amount shall be zero); and
 - ii. the cost price of the Goods, as supported by documentary evidence acceptable to Seabourne Express (for example receipt, valuation or tax invoice from the original supplier of the Goods).
 - c) VAT and freight charges relating to the consignment covered by the FreightGuard Warranty shall not be included in the calculation of any amount payable under the FreightSafe Warranty in respect of the Goods and any payment by Seabourne 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, Seabourne Express reserves the right to take possession of the goods as salvage and to dispose of such goods as it sees fit.

FreightGuard Warranty Exclusions

11. Seabourne 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 Warranty to apply to the consignment or has not paid the FreightGuard Warranty charge;
 - b) Where the Customer fails to submit the Claim to Seabourne Express within the relevant time limits set out above;
 - c) Where Seabourne 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. currency; negotiable instruments; jewellery; 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 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 Seabourne Express in its reasonable opinion considers the Packaging of the Goods to be inadequate for air, rail or road transportation;
 - f) Where the Goods are determined by Seabourne 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 Seabourne Express, have been caused by the Carriage;
 - h) Where Seabourne Express fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of Seabourne Express's own employees or those of others and whether or not Seabourne 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 Seabourne Express;
 - 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 mail box.

Amendments to Terms and Conditions of Contract

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