



AUGUST 2021

FreightGuard Service Guarantee Terms & Conditions

General

1. Seabourne Express will provide to the Customer a warranty against loss of 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 "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 all consignments on their account.
3. The Customer must pay to Seabourne 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 submitted by completing the Online Claims Submission Form via the URL link below, found on Seabourne Express website.

<https://freightguard.force.com/s/new-claim?vCarrierPrefix=SBE>

5. The Customer (Claimant) must submit their claim via the online claim form within the following time limits:
 - a) where the Receiver has indicated in writing on the consignment note or has records 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 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 of or damage to the Goods.

- b) The maximum amount that may be claimed from Seabourne Express under the FreightGuard Service Guarantee is the lesser of:
 - i. the applicable FreightGuard Service Guarantee Limitation Amount; 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 seller of the Goods).
- c) 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 Seabourne Express arising out of any Claim made by the Customer will be inclusive 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 Service Guarantee 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 paid the FreightGuard Service Guarantee 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; jewelry; 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 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 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’ 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 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.