



CARGO CARE – OFFER TO ACCEPT OR DECLINE
SWE SERVICE GUARANTEE

8 Days a Week

Cargo care is SWE's service guarantee to our customers who select this facility, whereby SWE accepts responsibility for the loss or damage to any qualifying shipment, per waybill, that the customer ships through SWE and which is invoiced to the customer, subject to the Terms and Conditions as set out on the reverse side of this Offer to Accept or Decline the Service Guarantee.

Please select the "ACCEPT" or "DECLINE" option below and if accepted, by signing you agree that the Cargo Care Option will apply to every waybill that is generated for your account/s with SWE and that the chargeable rate per consignment (waybill) will be R_____, exclusive of VAT.

The Cargo Care Service Guarantee will apply per consignment (waybill / delivery note) and will be limited to the lesser of R5,000 (five thousand rand) or the actual cost price of the goods excluding VAT.

Please tick in the box next to your selection.

ACCEPT

DECLINE

ACCOUNT NUMBER:

ACCOUNT NAME:

ACCOUNT NUMBER:

ACCOUNT NAME:

ACCOUNT NUMBER:

ACCOUNT NAME:

In the event there are more account numbers accepting the Cargo Care Option, please complete The Cargo Care form used for this purpose.

I/We the undersigned have read the Cargo Care Terms and Conditions on the reverse side of this form and have accepted or declined the Cargo Care Service Guarantee (please delete whichever applies) and warrant that I/We are authorised to sign this form on behalf of the applicant.

Authorised by (Please print name)

Telephone Number

Authorised Signature

Email Address

Date Signed



CARGO CARE

Service Guarantee Terms & Conditions

8 Days a Week

1. GENERAL

Cargo Care provides a service warranty to our customers for the loss or damage to their Cargo, where the goods are in the possession of SWE, subject to the following Terms & Conditions:

- 1.1. For the Cargo Care service guarantee to apply, the customer must have completed, accepted and returned the Cargo Care Acceptance form and must have the necessary authority to do so.
- 1.2. Once Cargo Care has been accepted by the customer, the service guarantee will apply to EVERY consignment (waybill) the Customer sends with SWE.
- 1.3. Cargo Care is NOT an insurance product and does NOT replace our Marine Insurance or Goods in Transit (GIT) Insurance, but is a service delivery guarantee. Customers are required to make use of the SWE insurance cover for all insurable shipments, particularly High Value shipments, which can be selected on the SWE waybill.

2. CARGO CARE SERVICE GUARANTEE CLAIMS AND LIMITATIONS

- 2.1. All claims instituted under the Cargo Care facility for the Loss or Damage to Goods by a Customer, must be made in writing on the Cargo Care Claim Form with all supporting documentation and evidence, including photographic evidence, and be e-mailed to cargocare.claims@swe.co.za.
- 2.2. Customers must notify SWE in writing within 10 days of despatch of any damage recorded/endorsed on the waybill / delivery note.
- 2.3. Customers must notify SWE in writing within 24 hours of delivery of any damage not recorded on the waybill / delivery note.
- 2.4. Customers must notify SWE in writing within 10 days of despatch of any non-delivery.
- 2.5. Customers must provide SWE with evidence of the cost price of the goods shipped i.e. a tax invoice, costing valuation, receipt or any other documentary proof of actual cost of the goods shipped.
- 2.6. Customers must ensure that the customer's account with SWE is within the SWE credit terms.
- 2.7. The Cargo Care Service Guarantee is limited to the lesser of R5,000 (five thousand rand) or the actual cost of the goods. Consequential loss or damage suffered by the customer as a result of the loss or damage to goods is specifically NOT considered or applicable under the Cargo Care service guarantee.
- 2.8. VAT and / or freight costs are excluded.
- 2.9. Cargo Care includes the right of SWE to take possession of the goods as salvage and to dispose thereof.
- 2.10. Once a Cargo Care claim has been approved and authorised, payment will be made within 7 working days provided all freight charges have been paid and the customer's account is not in arrears.

3. CARGO CARE SERVICE GUARANTEE EXCLUSIONS

Cargo Care specifically excludes the following and will not be liable for any claims related hereto:

- 3.1. Where a customer has declined the Cargo Care Service Guarantee facility;
- 3.2. Where a claim is not submitted within the required time frames;
- 3.3. Where the consignment (waybill / delivery note) is clean (not endorsed with any damages) and the requirement of 2.3 above has not been met.
- 3.4. Where goods shipped are specifically excluded as follows:
 - 3.4.1. Currency; negotiable instruments; jewellery; gemstones; wrought or unwrought metals; antiques; works of art; securities; drugs; weapons; living animals or plants; refrigerated/perishable goods; household and personal effects; cigarettes, tobacco and tobacco products; and any valuable documents; glass or glass products, Personal Protective Equipment (PPE); Second hand goods INCLUDING (but not limited to) ALL ELECTRONIC goods, including computers, tablets and cell phones.
- 3.5. Where the goods are insufficiently packaged and if SWE has not had the right of arranging professional packaging, the receiver of the goods must retain the packaging for inspection by SWE as well as taking photographic evidence.
- 3.6. Where SWE determines the goods were defective prior to shipping.
- 3.7. Where SWE determines that the damage of the goods was not the case of any operational defect.
- 3.8. Where SWE fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of SWE's own employees or those of others and whether or not SWE 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 SWE.
- 3.9. Where the goods have not been packed in the original manufacturers packaging or the equivalent
- 3.10. Where the delivery address is a post office box, a roadside drop or postal mail box.
- 3.11. Where SWE's service has been selected on a waybill (Overnight, Economy, Saturday etc), any costs associated with the late delivery of the goods within the specific time are excluded.

4. SWE reserves the right to amend the Terms & Conditions of the Service Guarantee Agreement from time to time without prior notice to the customer. Any delays to the agreement will be referred to the customer in writing.



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