

## TERMS AND CONDITIONS

**LMC Express (Pty) Ltd shall attend to the Services as instructed by the Customer subject to the following terms and conditions:**

### 1. DEFINITIONS

- 1.1 The Customer** shall mean the person or entity identified in the Booking Confirmation to which these Terms and Conditions are attached, including any agent or representative of the Customer;
- 1.2 The Carrier** shall mean LMC Express (Pty) Ltd;
- 1.3 Goods** shall mean all goods or documents forming the subject matter of the Services;
- 1.4 The Services** mean any business undertaken by the gratuitously or for consideration and includes, but is not limited to, any advice, information or logistical, freight and distribution services;

### 2. RULES OF TRANSPORT

- 2.1** The shipping of hazardous chemicals, explosives or dangerous goods is strictly forbidden.
- 2.2** The required temperature for the Goods must be stated clearly by the Customer on the waybill document as well as the Booking Confirmation. Failure to do so will result in the cancellation of insurance against product deterioration. Should there be a discrepancy of required temperature between the Booking Confirmation and the Waybill and / or the Proof of Delivery (POD) document, the Carrier does not accept any liability for any claims due to this discrepancy. It is the duty of the customer to ensure that the instructions correspond.
- 2.3** In the event of the Goods load exceeding legal limitations, all fines, and losses suffered and / or damage incurred by The Carrier will be for the account of the Customer. Limitations apply as prescribed in this document.
- 2.4** Any delays caused as a result of overloading of a pallet and / or a vehicle which leads to financial loss to The Carrier shall be for the account of the Customer.

- 2.5** Trans-shipment of a load or part of a load or the manual shifting of some of the weight from the overloaded axle onto another axle due to overloading shall be for the Customer's account.
- 2.6** Damage caused to the Customer's product due to poor packaging or overloading of a pallet will be for the Customer's account.
- 2.7** The prescribed gross weight per pallet identified in Annexure 1 attached to these Terms and Conditions and forming part of these Terms and Conditions shall not be exceeded.
- 2.8** The Carrier does not facilitate pallet de-hire on behalf of The Customer unless written consent has been given by a Director of The Carrier.
- 2.9** Pallet specifications and additional requirements must comply with the provisions of Annexure 1 attached to these Terms and Conditions.
- 2.10** Where, through no fault of The Carrier, The Carrier is unable to effect delivery of goods to the person entitled to receive them, the goods may, at the option of The Carrier, be removed to and stored in a public or licensed warehouse at the expense of the Customer and held there at the risk and cost of the Customer.
- 2.11** It shall not be the obligation of The Carrier or its representatives to check quantities loaded and delivered at the loading and delivery points or the contents of the pallet. The Carrier's undertaking shall be limited to transport a shrink-wrapped pallet.
- 2.12** It shall not be the obligation of The Carrier to assist in the loading or offloading of the contents of the pallet(s) (Goods). If additional labour charges are incurred, the Customer will be invoiced accordingly. In this event, any injuries incurred by the staff of The Carrier during the process of loading / offloading of the Goods, will be for the account of the Customer.

- 2.13 No Consignment will be confirmed without the receipt of a completed Booking Confirmation at least three (3) hours prior to the departure of the Consignment.

### **3. OBLIGATIONS OF THE CARRIER**

3.1 The Carrier agrees to maintain the temperature of the product within a tolerance of 3° Celsius of the temperature at which the product is loaded, provided that the temperature (see clause 2.1.2) was correctly indicated and that the temperature of the product is probed at the time of being placed in the vehicle as well as at the time of being delivered and such checks are witnessed by a representative of The Carrier.

3.2 As refrigeration units are only designed to maintain the temperature of the load, no claims will be considered in accordance with clause 11.6.2 if the initial temperature of the load was above / below the required temperature. Drivers cannot accept responsibility for product temperature when loading.

### **4. PRODUCT TEMPERATURE MEASUREMENT**

The only acceptable method of product temperature measurement will be an invasive (destructive) method whereby the product is physically penetrated by the temperature measurement device needle as per the 'REGULATIONS GOVERNING GENERAL HYGIENE REQUIREMENTS FOR FOOD PREMISES & THE TRANSPORT OF FOOD (R962)'.

Any other method to ascertain the temperature of the product will not be accepted by The Carrier and no insurance cover shall be available and / or no claim for temperature deterioration will be considered should the above procedure not be followed.

Should there be a discrepancy of required temperature between the Booking Confirmation and LMC Express (Pty) Ltd Waybill and / or Proof of Delivery (POD) document, the required temperature entered on the Waybill and / or Proof of Delivery (POD) document will be deemed as the correct required temperature by the Customer.

### **5. COSTS AND FEES**

5.1 The Customer shall pay the freight and all other lawful charges accruing on the goods in accordance with The Carrier's Booking Confirmation.

5.2 LMC Express allows one (1) hour for consignments consisting of less than six (6) pallets; two (2) hours for consignments exceeding six (6) pallets and thirty (30) minutes for consignments consisting of a half pallet. Thereafter the Customer shall be liable for payment of

standing time of R500.00 (VAT excluded) per hour. Should the LMC Express vehicle be unduly delayed by the Customer, overtime charges may be additional to the standing time charges. The Carrier reserves the right to withdraw its collection and / or delivery vehicle should the Customer exceed the allowed delivery and / or collection time. Re-delivery and / or re-collection charges will be for the account of the Customer at R400.00 per pallet.

5.3 The Customer shall be liable for payment of all costs of repairs to The Carrier's vehicle in the event of any event of any damage caused by it or its representative.

### **6. PAYMENT TERMS**

6.1 Unless otherwise agreed in writing, all amounts due to The Carrier are payable by the Customer in cash or by cheque or by electronic funds transfer without deduction or set-off within 7 (seven) days from the date of The Carrier's invoice.

6.2 If any amounts owing by the Customer to The Carrier remain unpaid on the due date set out in the invoice, then all other amounts owing by the Customer to The Carrier, shall become due and payable immediately and The Carrier shall be entitled, but not obliged (and without prejudice to any of its other rights and remedies in law) by notice in writing to the Customer to suspend performance of any of its obligations under this Agreement until such time as the Customer has rendered payment in full of all outstanding amounts due to The Carrier.

6.3 Customer accounts which exceed their payment terms due dates will be closed after the fourth (4<sup>th</sup>) overdue payment is received. Thereafter all business will be conducted on a 'Cash before Loading' basis (CBL). Requests for shipment of CBL accountholders must occur 48 hours prior to collection.

6.4 The Customer will be charged a banking fee and / or a deposit fee for all Cash deposits and / or Cash payments.

### **7. DELIVERY TERMS**

7.1 The Carrier undertakes to transport and to deliver the Goods in accordance with the Customer's instructions as reflected on the Booking Confirmation, but is not responsible for delays which are caused by events beyond its control.

7.2 Should The Carrier be unable to collect and / or deliver the Goods for any reason outside of its control (including the Customer's refusal to accept the Goods), The Carrier shall be entitled (at its discretion) to return,

detain, store, sell, abandon or destroy the Goods, or any part thereof, at the expense of the Customer after 14 days. The date of delivery as indicated on the LMC Express waybill will be considered as day one (1).

7.3 The Customer shall properly and accurately give to The Carrier the name and address of the Customer and all documents that must of necessity accompany the Goods or such documents as The Carrier may require.

7.4 The Carrier shall not be responsible nor incur any liability for any loss or incorrect delivery of goods due to the name and address of the Customer being incorrectly stated by the Customer.

7.5 The Carrier shall not be liable for any loss in the event of delivery being affected to some person other than the Customer, in the event of the Customer, or his agent, not being present to receive and accept delivery of the Goods.

7.6 In the event of the Customer refusing to accept delivery of the Goods in whole or in part, or in the event of the Carrier being unable to effect delivery by reason of the address of the Customer being improperly or inaccurately stated and being compelled to return the Goods to the Customer, then the Customer shall be liable for all reasonable costs incurred in the return of such Goods.

7.7 In the event of the Carrier being compelled to dispose of such Goods by reason of their perishable nature or for whatsoever other reason, the Carrier shall not be liable for any damage to or loss of such goods or any loss or damage arising out of the disposal thereof and the Customer shall be liable to the Carrier for all costs incurred in connection with the disposal of such Goods.

7.8 The Customer warrants the accuracy of all descriptions, values and other particulars furnished to the carrier and indemnifies the Carrier against all claims, losses, penalties, damages, expenses and fines whatsoever arising from any inaccuracy or omission.

7.9 The onus of establishing the condition of the Goods at the time of acceptance and delivery thereof by the Carrier shall rest on the Customer.

7.10 The signature of the Customer on the waybill, in acknowledgement of having received the Goods in good order and condition, shall be prima facie proof of the Goods having been properly delivered by The Carrier in good order and condition.

## **8. THE CARRIER'S SECURITY**

8.1 The Carrier shall have a lien over all Goods for monies which are due and payable to The Carrier by the Customer in respect of any Services rendered by The Carrier to the Customer.

8.2. Without prejudice to any of The Carrier's rights or remedies against the Customer, in the event of the Customer failing to pay to The Carrier any monies due by it, The Carrier shall have the right on ten (10) calendar day's business notice to the Customer:

8.2.1 To open and examine any part of such Goods; and

8.2.2 To sell, either by public auction or private treaty, the whole or any part of the Goods in satisfaction of the debt; and

8.2.3 To apply the proceeds of any such sale, after deducting all expenses attendant thereupon, in payment of or towards any interest firstly and then capital due by the Customer to the Carrier and;

8.2.4 To pay the Customer any remaining surplus, within 60 (sixty) days after such sale whereupon the Carrier shall be released from all liability whatsoever in respect of the goods carried.

## **9. GENERAL**

9.1 If there is any inconsistency between these terms and conditions and any special terms of the order / tender, then these terms and conditions shall take priority.

9.2 These terms and conditions take priority over any terms and conditions of any subcontractor that loads on behalf of the Carrier.

9.3 This constitutes the whole agreement between the Carrier and the Customer.

9.4 No amendment to this Agreement shall be of any force and effect unless it is recorded in writing and signed by both parties.

9.5 The parties consent to the jurisdiction of the Magistrates Court in any dispute arising as a result of this Agreement and irrespective of the amount in dispute.

9.6 In the event of The Carrier having to instruct its attorneys to recover moneys from the Customer the Customer shall be liable for and shall pay all legal costs incurred by the Customer on an attorney client basis, inclusive of collection commission.

9.7 The Customer agrees to accept any notice and legal processes under this Agreement at the address it gives to us on the phone or in the Booking Confirmation. This address is known in law as your *domicilium citandi et executandi*.

The notices and processes include letters reminding the Customer of payments it has missed, letters of demand, a summons and other legal notices. If The Carrier sends the Customer a letter by registered post, it will treat it as if the Customer received the letter four days after it posted it. If the Customer disputes this, it will have to prove it did not receive it at that time.

If the Customer wants to change the address at which it agrees to accept notices and legal processes, then it must give The Carrier notice in writing by any of these means:

- Delivering the notice to The Carrier by hand
- Send it by registered mail
- Send it by email to:

**Lizette Conradie: [lizette@lmceexpress.co.za](mailto:lizette@lmceexpress.co.za)**

**Mariette Honeyborne – Wright:  
[mariette@lmceexpress.co.za](mailto:mariette@lmceexpress.co.za)**

Call The Carrier on **+27 21 551-7668 (Head Office)**

**The Customer can send notices and legal processes to The Carrier at: UNIT 8 & 9 DRILL PARK, 3 DRILL AVENUE, MONTAGUE GARDENS**

The Carrier will give the Customer notice of any change to its address where it chooses to accept notices and legal proceedings.

9.8 The Carrier is not responsible for:

- any loss or damage the Customer may suffer because of incorrect information that it gives to The Carrier
- anyone else accessing the Customer's information
- the consequences of any enquiries made by or from a credit bureau, because of any information provided by The Carrier about the Customer's account. The Carrier endeavours to ensure that all information about the Customer is accurate.

9.9 The parties acknowledge that each clause of this agreement is separate. If any clause of this agreement is or becomes illegal, invalid or unenforceable for any reason or in any jurisdiction, it will be treated as if it had not been written. This does not:

- make the rest of the agreement illegal, invalid or unenforceable
- affect the legality, validity or enforceability of the clause in another jurisdiction.

9.10 These written terms and conditions are the whole agreement between The Carrier and the Customer. Neither party is legally obliged to comply with any express or implied term, condition, undertaking, representation, warranty, or promise not recorded in this agreement. This agreement replaces any arrangement or understanding held by the parties before this Agreement was signed.

9.11 We do not lose any of our rights under this agreement if we do not immediately and in every instance insist on them. You may not raise it as a defense if we have a right but do not enforce it at the relevant time. For example, if we allow you extra time to pay your monthly payments in one month, it does not mean we have allowed you extra time the next or any other month.

## **10. LIABILITY & INSURANCE**

10.1 The Carrier shall obtain for the Customer insurance cover to the maximum value of R50 000.00 per pallet and R25 000 per half (½) pallet, provided the Customer's account is not in arrears.

In the event that the Customer requires insurance cover in excess of R50 000.00 per pallet on an ad hoc basis, the Customer shall request additional cover in writing from The Carrier and The Carrier shall obtain the requested insurance cover upon receipt of the written instruction from the Customer at an additional cost to the Customer. Written instruction should be submitted to The Carrier prior to the Customer releasing the Consignment to The Carrier for cover to be in place. The extended insurance cover will only be effective when LMC Express responds with written confirmation of the extended insurance cover to the Customer and / or the Debtor.

- Insurance cover required for the value of R100 000.00 per pallet will result in an additional charge of R300.00 per pallet to the Customer.
- Insurance cover required for the value of R150 000.00 per pallet will result in an additional charge of R500.00 per pallet to the Customer.
- Insurance cover in excess of R150 000.00 per pallet will be approved by The Carrier and cost will be provided.

Customers requiring insurance cover in excess of R50 000.00 per pallet on a consistent basis may inform The Carrier in writing and The Carrier will instruct the insurer to increase the limit in terms of The Customer value.

The Carrier does not insure parcel consignments. Should the Customer require insurance on parcel consignments, The Carrier can increase its insurance limit at the Customers request, at a cost of 2% of the declared cost price value of the Customers parcel consignment.

- 10.2 The Carrier's Goods in Transit insurance cover exclude all consignments consisting of ice cream, frozen yogurt, ice lollies, ice pops.
- 10.3 The Carrier shall not be obliged to insure any goods separately.
- 10.4 The Carrier does not guarantee that additional insurance will be obtained for the amount requested by the Customer. Please note that additional cover must be requested prior to releasing the consignment to The Carrier.
- 10.5 To the extent that The Carrier agrees to arrange insurance cover for the Customer, it does so as agent, for and on behalf of the Customer.
- 10.6 If the Customer wishes to secure its own insurance, it shall advise The Carrier accordingly.
- 10.7 It shall be the responsibility of the Customer to pack its products onto a pallet. The Customer must ensure that the product is packed to allow sufficient airflow to the product. Failing may cause for a claim to be rejected without any liability to The Carrier.
- 10.8 The Carrier shall not be liable for any loss, shortage or damage, caused by any circumstance beyond the control of The Carrier.
- 10.9 The Carrier shall not be liable for any indirect or consequential damages from an incident which occurred whilst the Customers product was in the care of The Carrier.

**Disclaimer of Liability:**

**LMC Express shall not accept any liability for any loss, injury and / or damages in the event that a Customer, Consignor and / or Consignee or an employee of the Customer, Consignor and / or Consignee requests that an LMC Express employee operates the Customer, Consignor and / or Consignee's forklift or any other vehicle.**

**11. CLAIMS**

Notwithstanding the provisions of clause 10 above, the Customer shall be entitled to report damages, shortages, product temperature deviations and product returns as follows:

- 11.1 The Carrier's drivers shall be issued with reporting documents which the Customer must complete to report damages and / or shortages and / or product temperature deviations and / or product returns. Alternatively, the Customer may request the applicable form from LMC Express (Pty) Ltd. The Customer is obliged to comply with all the conditions as stated on the relevant document(s) in order to qualify for consideration of a credit request to The Carrier. On the occasion that the Customer's product is rejected upon delivery, resulting in product return, The Carrier's insurance cover ceases immediately and no claim will be considered in the event of damages, shortages, temperature deterioration as a result of the returned product.
- 11.2 Notice of the loss and damage to any goods carried under the bill of lading, setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss or damage should be given in writing to The Carrier at the point of delivery or at the point of origin. Endorsement of a potential claim must also be effected on The Carrier's Proof of Delivery document or its subcontractor's Proof of Delivery Document by the Customer and countersigned by the relevant driver. Any claim against The Carrier for damages to the load will only be considered if the condition of the load is inspected by a representative of The Carrier within twenty-four (24) hours of the damages being detected.
- 11.3 The maximum insured value of R50 000.00 per one (1) complete pallet applies in the event of the total rejection as a result of a relevant claim. In the event of a partial claim, the total insured value of R50 000.00 does not apply. \*The claim will be subject to a pro rata value of the actual loss incurred and / or will be calculated as a percentage of the maximum insurance cover of R50 000.00 per pallet at the cost price of the product as specified in point 11.4.

- 11.4 Each claim must consist of a formal credit request, itemizing the damages and / or shortages and / or product returns at its cost price.
- 11.5. All claims must be reported whilst The Carrier's vehicle is on site. Failure to do so will result in the rejection of the claim.
- 11.6 Claims and refunds are at The Carrier's discretion and will only be considered by The Carrier if**
- 11.6.1 the above procedure has been followed;
- 11.6.2 the Customer can prove the temperature of the product at the time of loading. (The Customer should follow the procedure accepted by The Carrier as set out in Annexure 1 to obtain the accurate temperature in this regard);
- 11.6.3 the Customer can prove that the shrink-wrap of the pallet has been tampered with and
- 11.6.4 the Customer does not request an employee of The Carrier to de-palletize and / or re-pack and / or re-load any product;
- 11.6.5 the Customer has submitted a completed Booking Confirmation prior to the collection of a consignment.
- 11.7 Good in Transit Insurance Cover is forfeited if the LMC Express Booking Confirmation is not received prior to the collection of a consignment.
- 11.8 No claims can be offset against any payment owed to The Carrier.
- 11.9 In the event of a Customer submitting a claim, the value of the load will be based on the cost price of the product.
- 11.10 The decision of The Carrier's assessor will be binding regarding whether the products are still fit for use.
- 11.11 All products on which a potential claim is lodged must be kept until The Carrier's assessor agrees to the release thereof.
- 11.12 In the case of a hijacking, if there was any involvement of any representatives of the Customer, The Carrier has the right not to consider such a claim

## **ANNEXURE 1**

### **Pallet Specification**

**No claim will be considered if our pallet specifications have not been adhered to:-**

#### **1. Pallet specifications and additional requirements:**

- Pallet dimension should be 1m x 1.2m
- Pallet height should not exceed 1.8m
- Pallet should be a four-way entry pallet
- No overhang of product on the pallet is allowed: product loaded should not exceed the 1m x 1.2m dimensions of the pallet.
- Pallet should be correctly labelled and shrink-wrapped.
- Pallet should not exceed the prescribed weight.

#### **1.1. Weight:**

- The prescribed maximum gross weight per pallet allowed for Consignments between Cape Town and Johannesburg is 950 kilograms.
- The prescribed maximum gross weight per pallet allowed for Consignments on all other routes is 850 kilograms.
- Customers will be charged at R3.50 per kilogram on the excess weight of all pallets exceeding the prescribed gross weight.
- Fines and / or penalties and / or damages due to overloading of the pallet(s) will be for the Customer's account.
- The permitted weight of the first and last six (6) pallets of a Full Truck Load Goods must not exceed 850 kilograms per pallet.

#### **1.2. Protective Wrapping (Shrink-wrap) and Labelling:**

- Pallet should be shrink-wrapped. For security purposes, we require that the top of the pallet also be shrink-wrapped.  
\*Please note that LMC Express charges R50.00 per pallet to re-wrap and / or provide additional shrink-wrap.
- Shrink-wrapping should be done in such a manner that the product is stable and well-protected.  
No claims for shortages will be considered if the Customer receives the pallet with shrink-wrap intact.  
No claims for damages will be considered if the pallet was not shrink-wrapped according to our specifications.
- Should LMC Express have to re-wrap pallets due to non-adherence to our Pallet Specifications and Requirements, we will not be held liable for shortages, damages and temperature deterioration.
- Pallets should be labelled and we recommend that Customers label their pallets on all four (4) sides whilst shrink-wrapping. This will prevent pallets being re-wrapped without the Customer's knowledge. Claims

which may arise due to the incorrect labelling of a pallet.

\* Please note that LMC Express will charge R20.00 per pallet to label on the Customer's behalf should the Customer refrain from labelling its own pallets.

\* Please ensure that labels have the following information:-

- Company Name of the Customer (Receiving Customer)
- Contact Person's Name and Telephone Number & e-mail address.
- Required Temperature  
Example of Required Temperature:  
DRY: NO TEMPERATURE REQUIREMENT  
FROZEN: MINUS 25° CELSIUS  
CHILLED: PLUS 4° CELSIUS

- LMC Express drivers may refuse to load a Customer's consignment if they are of the opinion that the packaging material or the manner in which the pallet was packed by the consignor will result in damage to the product whilst in transit. LMC Express reserves the right to charge the Customer 75% of the transportation rate of the consignment, should the consignment be cancelled and / or postponed under these circumstances.
- No claim for damages due to poor packaging will be considered.
- For all consignments consisting of buckets; please ensure that the empty pallet is covered with a layer of cardboard prior to loading the first layer of buckets as well as inserting cardboard between the layers of buckets in order to stabilize the load. Please ensure at least five (5) layers of shrink-wrap.

### 1.3. Temperature Control:

- The only procedure accepted by The Carrier of obtaining accurate temperature readings is by inserting the needle of the thermometer into the product at the time of loading.
- LMC Express Cape Town and Johannesburg Depots are equipped with temperature measurement devices and may measure product temperature and subsequently refuse to load a Customer's consignment if they are of the opinion that the temperature reading does not comply with the required specification as instructed by the Customer.

### 1.4. Additional Terms:

- Failure to palletize according to our specifications will result in additional charges of up to R500, 00 per pallet as a consequence of re-packing. No claim will be considered should LMC Express have to re-pack a Customer's pallet. It is not the duty of LMC Express staff to correct pallets.
- Please note that you will be charged for the amount of pallets booked, even if you load less pallets than

quantity booked, unless you have made the changes timeously.

- Please do not load more pallets than the quantity booked without prior permission of our Operations Manager.
- The onus is on the Customer to ensure when making a booking, to check on the Booking Confirmation that the correct Debtor has been stipulated. It is not permitted to make a booking on behalf of another Debtor. No Credit Request will be considered in this instance.
- No Credit Requests to change an invoice from a full pallet to a half pallet will be considered after the collection date of the consignment.
- LMC Express does not supply labour to load / offload pallets – please note that you will be charged R500, 00 per pallet should this occur. No claim for damages or shortages will be considered in this instance.
- It is the duty of the Customer to verify product quantities when product is loaded at the LMC Express depots. Customers must ensure that they witness the shrink-wrap of these pallets. No claim for damages or shortages will be considered in this instance.
- Returns and re-delivery requests: Please ensure that you are aware of our procedures in this regard as LMC Express does not take any responsibility for consequential losses e.g. damages, shortages or temperature deterioration, should you or your customer request product to be returned.
- Additional charges for timeslot collections and / or deliveries will be charged effective 14 May 2018.
- Additional charges for the unpacking and sorting of pallets at the Consignee will be charged effective 01 June 2018.
- LMC Express accepts no liability whatsoever if the Customer fails to complete a Booking Confirmation prior to loading and fails to complete the Waybill / Proof of Delivery Document in such a manner that clear instructions are given with regards to the description of the product, required in – transit temperature and complete collection and delivery physical addresses.
- LMC Express accepts no liability for incorrect data entries if the Customer does not process bookings via the LMC Express Portal.
- When Consignors and / or delivery staff deliver Consignments for dispatch to a LMC Express depot on the instruction of the Customer; LMC Express does not verify entries made on the Waybill by the Consignor and / or the delivery staff of Customers at our depots against Booking Confirmations.
- No consequential losses may be claimed if a time-slot was missed due to a late arrival.
- No Customer payment can be withheld if the invoice of The Carrier to the Customer does not include a GRV and / or Inter-Company Invoice and / or AOD and / or any additional document required by the Customer to accompany a signed Proof of Delivery unless the

reference numbers of the required documents are clearly indicated by the Customer on the LMC Express (Pty) Ltd Proof of Delivery document PLUS additional copies are supplied by the Customer to enable The Carrier to return such documents.

▪ **1.6 Customer Communication:**

LMC Express (Pty) Ltd accepts not responsibility for mistakes on bookings for consignment if the booking has not been made on the LMC Express Portal. It is the duty of the Customer to ensure that all contact details are correct on the LMC Express System. It is important to have correct contact details to whom invoices, rate adjustments, booking confirmations must be sent to. It is the duty of the Customer to ensure that the Consignor (Dispatching Warehouse) and Consignee (Receiving Warehouse) details are correct. Please note that the e-mail address for the Consignor and Consignee is used to email LMC Express Booking Confirmations. All corrections can be made on the LMC Express Portal. LMC Express (Pty) Ltd accepts no responsibility for any mistakes if the above are not adhered to.

**1.6 Claims:**

The Customer shall be entitled to report damages, shortages, product temperature deviations and product returns as follows: No claim will be considered if the relevant procedure, as stated per report, has not been followed.

No claim for shortages will be considered for deliveries to Distribution Centres. We strongly recommend that Consignors strap all their pallets in a crisscross manner with custom made tape prior to handing pallets over to LMC Express (Pty) Ltd.

The Carrier's drivers shall be issued with reporting documents which the Customer must complete to report damages and / or shortages and / or product temperature deviations and / or product returns. (Alternatively, request that The Carrier e-mails / faxes the applicable document to the Customer.)

The Customer is obliged to ensure that all its Consignors and Consignee's comply with The Carrier's Issue Reporting Procedure.

No claim will be considered if the Customer, Consignor and Consignee do not sign The Carrier's Proof of Delivery and endorse on The Carrier's Proof of Delivery regarding any issues i.e. damages and / or shortages and / or product temperature deviations and / or product returns.

No claims will be considered if the Customer, Consignor and Consignee do not complete the relevant documentation and / or do not complete the relevant documentation to The Carrier's specification.

The Customer is obliged to comply with all the conditions as stated on the relevant document(s) in order to qualify for consideration of a credit request to The Carrier.

**GUARANTEE**

The Carrier's 'MONEY BACK GUARANTEE' referred to below is only effective if the Customer, including all of its representatives, adheres to the Terms and Conditions as set out in this document and has no overdue account with the Company at the time of a potential claim and a Booking Confirmation, containing accurate information is in the possession of LMC Express (Pty) Ltd prior to the collection of the consignment.

