

STANDARD TRADING CONDITIONS OF CARRIAGE

1. For the purpose of these conditions the following words shall be deemed to have following meaning:
 - a) "All goods handled" shall mean all goods or other property of the customer in respect of which the customer deals with the Firm and which are handled, held, controlled, loaded or unloaded, carried or otherwise processed or dealt with by the Firm or any purpose whatsoever.
 - b) "The Firm" shall mean Coastal Couriers T/A Truck Air
 - c) "The customer" shall include the owner of all goods handled.
 - d) "Dangerous goods" shall mean all those classified as such by Transnet, the Marine Division of the department of Transport, the Namibian Ministry of Transport, or those, which are considered to be dangerous by the Firm itself.
 - e) The singular includes the plural and vice versa.
2. Any business undertaken by the Firm may be delegated by it, as agent of the customer to any other Firm or to any outside subcontractor and these conditions shall continue to apply and to govern the relationship between the Firm or the subcontractor and the customer.
3.
 - a) The Firm shall not be liable for loss or damage to goods unless such loss or damage occurs whilst the goods are in the actual custody of the Firm and under its actual control and unless such loss or damage is due to the wilful act or default of the Firm or its own servants.
 - b) The Firm shall not in any circumstances be liable for damages arising from loss of market or attributable to delay in forwarding or in transit or failure (not amounting to wilful default) to carry out the instructions given to it.
 - c) In no case shall the liability of the Firm exceed the value of the goods or N\$5.00 per kilogram or N\$50.00 in total for every one consignment whichever the figure is the lesser.
 - d) If the customer desires the Firm to obtain on its behalf all risks insurance cover, then it shall give written notice to that effect together with a statement of the value of the goods. If the Firm agrees to obtain such cover, then the costs thereof shall be for the account of the customer and the party giving such notice shall be deemed by so doing to have agreed and undertaken to pay the Firm the full amount of the premium payable by the Firm for such insurance. Notwithstanding the aforesaid the Firm shall not be under any obligation to affect a separate insurance upon each consignment but may include such cover in an open or general policy. An insurance affected by the Firm shall be subject to the usual exceptions and conditions of the policies of the insurer or underwriter taking the risk. Should the insurer dispute liability for any reason the customer shall have recourse against the insurer only and the Firm shall not be under any liability in relation thereto.
 - e) No claim will be accepted unless the waybill is endorsed on receipt of goods and claims are registered telephonically within 24 hours and in writing 7 days with our Swakopmund or Windhoek office. In all cases a claim number must be obtained from our Windhoek office, which will be used as reference.
4. If in the opinion of the Firm, any goods (whether or not they have been declared as dangerous) becoming a danger to any person or property, the Firm shall be entitled in its sole discretion immediately and without notice to the customer to dispose of the goods, in question or to take such other steps as it deems prudent to avert danger. In this event the Firm shall be entitled to recover from the customer the remuneration for the handling of the goods together with any costs incurred by the Firm in disposing of the goods or in taking any such other prudent steps as aforesaid. Any goods which come into the possession or under the control of the Firm shall be subject to a special and general lien and pledge for monies due to the Firm in respect of services and disbursements relating to such goods and for any other indebtedness to the Firm from whatever cause by the customer. If such indebtedness is not paid in full within 14 days of receipt of notice from the Firm that it intends disposing of the goods the Firm may realise the goods either by public auction or private treaty and apply the proceeds towards the aforesaid indebtedness.
5. The customer shall be liable for any unreasonable detention of the firm's vehicles, containers, equipment, or the like, caused by the customer, but the Firm's rights against any other person remain unaffected.
6. In conveying goods the Firm shall in its sole discretion decide which route to follow.
7. Quotations are given on the basis of immediate acceptance and prior to acceptance they are subject to withdrawal or revision by the Firm. If any changes occur in the rate of insurance premium or any other charges applicable to the goods quotations or charges shall be subject to revision accordingly without notice.
8. Notwithstanding any prior dealings between the Firm and the customer all documents and other matter including notices, cash, bank drafts or other remittances sent to the Firm through the post shall be deemed not to have been received by the Firm unless or until they are actually delivered into the possession of the Firm by the postal authorities or place in the Firm's post office box addressed in the event of any dispute arising the onus shall be on the customer to prove delivery and therefore proof of posting shall not constitute discharge of the onus or give rise to any inference of receipt by the Firm.
9. No variation or departure from these conditions shall be binding on the Firm unless reduced to writing and signed by the Firm and the customer.
10. The Firm shall under the circumstances be precluded from raising a debit in respect to any fee or disbursement lawfully due to it notwithstanding the fact that previous debit or debits, whether excluding or partly excluding the items now sought to be charged had been raised and whether or not any notice was given that further debits were to follow.
11. Whenever it is necessary for the purpose of these conditions or any other purpose whatsoever, for instructions shall only be recognised by the Firm as valid if given timeously, even if received by the Firm without commencement, they shall not be binding on the Firm.
12. Any notice to the Firm hereunder shall only be considered to be duly served if delivered personally or sent by prepaid registered post addressed to the Firm PO box 347, Swakopmund, Namibia.