



Summary: Standard Conditions of Trade

A copy of the full set of Standard Trading Conditions is available on request at all BIXPRESS offices.

1. BIXPRESS shall mean BIXPRESS (PTY) LTD.
2. "Customer" shall mean any person at whose request or on whose behalf BIXPRESS undertakes any business or services.
3. "Sender" shall either mean the "Customer" or shall be the party nominated by the customer as the party from where the consignment is to be collected by BIXPRESS.
4. "Consignee" shall mean the party to whom the consignment is being sent or the party who actually takes delivery of the consignment at the place of destination, or the party nominated by the "Customer" as the party to whom the delivery of the consignment must be made.
5. "Goods" means any goods tendered to or coming under the control of BIXPRESS on behalf of any customer and shall include interalia packages, parcels, articles and documents.
6. "Consignment" means the total number of goods conveyed under a single transport document / waybill.
7. All and any business undertaken, service provided or goods accepted by BIXPRESS shall be subject to this agreement and on the terms and conditions hereinafter set out. This agreement shall be deemed to be incorporated in and be a part of any agreement between BIXPRESS and the customer.
8. BIXPRESS shall not be deemed to be a Common Carrier nor a Public Carrier and deals with goods only on the basis set out in this agreement.
9. BIXPRESS has the right to and shall be entitled at all times to employ other third parties, contractors or subcontractors to perform the services requested by the Customer or fulfil any contract with the customer.
10. Where BIXPRESS makes use of the services of a third party, contractor or subcontractor to perform the services requested by the Customer, the Customer's goods are accepted subject to the conditions stipulated by those third parties into whose possession or custody they may pass, provided that if there is any conflict between the two sets of conditions,, the latter shall prevail.
11. Unless the customer is an account holder of BIXPRESS, BIXPRESS's charges must be paid in cash before the goods are transported, alternatively in the case where the goods are stored such payment must be made prior to the delivery or removal from BIXPRESS's storage facility.
12. All quotations shall exclude customs duties, clearing chargers and/or fines imposed by customs or any other chargers in respect of which BIXPRESS has no control. In particular quotations will also not include the requirement for any extraordinary packaging that may be necessary to ensure the safe transport of fragile articles.
13. The Customer shall indemnify BIXPRESS and hold it harmless against all losses, damages, expenses and fines arising from any inaccuracy or omission made by the Customer in completion of the waybill or transport document.
14. BIXPRESS carries and otherwise deals with the goods at owner's/customers risk. BIXPRESS accepts no liability for any claims for loss of or damage to goods conveyed or for non-delivery or miss-delivery, whether such loss and damage, non-delivery or miss-delivery is due in whole or part to any negligence or breach of contract on the part of BIXPRESS unless it is provided by the Customer that such loss, damage, non-delivery or miss-delivery occurred whilst the goods were in the actual custody of BIXPRESS and under its actual control and was as a result of the gross negligence or wilful misconduct on the part of BIXPRESS.
15. BIXPRESS shall not be liable for any consequential or economic loss whatsoever, including but not limited to loss of production or loss of profits.

16. Optional insurance: BIXPRESS shall endeavour to effect any insurance the Customer validly instructs it to effect over a particular consignment of goods before dispatch of the goods or attachment of the risk. Instructions may validly be given in one of the following ways:

16.1. Indicating in the appropriate space on the front of the transport document/waybill.

16.2. Electronic or written notification to BIXPRESS that insurance is required.

17. The Customer shall be liable to pay the insurance premium. If the premium has not been paid by the due date, there will be no insurance cover. If this waybill includes insurance, kindly note that the insurance will be arranged through Eikos Risk Applications (PTY) Ltd, (Eikos) an authorized financial services provider (FSP481). Unless otherwise advised, Astra Maritime Underwriting Managers for Holland Insurance Company Limited will underwrite insurance. CLAIMS FOR NON-INSURED GOODS ARE LIMITED TO R500.00 FIVE HUNDRED RANS PER SHIPMENT.

18. Any insurance effected shall be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters taking the risk. In particular, the insurance shall be limited to physical loss or damage to the goods.

19. BIXPRESS shall have completed its carriage obligations once the goods have arrived at their nominated destination, or are tender for delivery there but the consignee refuses or is unable to accept them, in which case BIXPRESS will make reasonable attempts to notify the Customer to request further instructions.

20. The Customer warrants that it is authorized to accept and is accepting these conditions on behalf of itself and as agent for and on behalf of all other persons who have a proprietary interest in the goods. The Customer hereby indemnifies the Company and holds it harmless against any, damages, cost and expenses resulting from a breach of this warranty.

21. The Customer warrants that anyone signing the face of the waybill or transport document on behalf of the Customer in the appropriate space provided and thereby acknowledging acceptance of the conditions of service, is a duly authorized signatory on behalf of the Customer. The Customer hereby indemnifies the Company and holds it harmless against any damages, cost and expenses resulting from a breach of this warranty.

22. All goods shall be subject to a General and Special lien and pledge either for monies due in respect of such goods or for other monies due to BIXPRESS from the Customer. If any monies due to BIXPRESS are not paid within 30 days after notice has been given to the Customer, BIXPRESS has the option of selling the whole or part of the consignment either by public auction or by private treaty, and to apply the proceeds of any such sale, after deducting all the expenses thereof, in payment of or towards any sum due by the Customer to BIXPRESS.

