



**FREIGHT GUARD**

## **RightSide Up - BikeGuard terms and Conditions of Consignment**

Herewith are the Terms and Conditions that apply to the BikeGuard service guarantee offered by Rightside Up Distribution (Here after referred to as Rightside Up) and which form part of the main terms and conditions of Rightside Up which the customer acknowledges, that he is aware of these.

The customer enters into a contract of consignment with Rightside Up and certifies that the particulars on the consignment note /Waybill are factual and correct and requests Rightside Up to receive and forward the described cargo to the nominated destination and deliver to the consignee in accordance with the conditions set out herein. The sender hereby warrants that he is the duly authorised agent of the consignee for and on whose behalf the conditions set out herein are accepted and hereby indemnifies Rightside Up against any and all claims of whatsoever nature and howsoever arising instituted against Rightside Up by the consignee or any other 3rd party.

Goods are accepted subject to the standard terms and conditions of trade of Rightside up and these take precedence over any other parties into whose possession or custody they may pass for the due fulfilment of the obligations of Rightside Up.

### **BikeGuard Service Guarantee Claims**

Any claim under the BikeGuard Service Guarantee for damage to or loss of goods ("claim") must be made in writing on a claim form supplied by Right Side Up.

Claims must be sent to:

#### **Right Side Up - BikeGuard Service Guarantee Department**

**PO Box 9926**

**Edleen**

**Kempton Park, 1625**

**or e-mailed to: [claims@rightside.co.za](mailto:claims@rightside.co.za)**

The Customer must notify Right Side Up in writing of any Claim within the following time limits:

1. Where the receiver has indicated in writing on the consignment note or has records that they have informed Right Side Up 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;
2. 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;
  - a. in respect of claims for non-delivery, within fourteen (14) days after the date of dispatch specified for that consignment.
  - b. The customer may only make one (1) claim per consignment.
3. The customer must provide to Right Side Up with any claim, documentary evidence acceptable to Right Side Up (for example, receipt, valuation or tax invoice or repair quote obtained from a reputable repairer) as proof of value of the goods.
4. Where the customer makes a valid claim and there are outstanding amounts owed by the customer to Right Side Up, Right Side Up reserves the right to pay the claim either directly to the customer or as a credit to the customer's account.

5. Claims will only be paid by Right Side Up in respect of any consignment after the customer has paid all outstanding freight charges in respect of that consignment and where the customer account with Right Side Up has been paid in accordance with the credit terms extended.

#### **BikeGuard Service Guarantee Limitations**

1. The BikeGuard Service Guarantee is subject to the following limitations:
  1. Claims are limited to loss of or damage to the Goods only. For the avoidance of doubt, the BikeGuard service guarantee does not cover any consequential loss or damage suffered by the customer as a result of loss or damage to the goods.
  2. The maximum amount that may be claimed from Right Side Up under the BikeGuard Service Guarantee is the lesser of:
    - a. the BikeGuard service guarantee limitation amount of R 5,000.00 and
    - b. the cost price of the goods, as supported by documentary evidence acceptable to Right Side Up (for example receipt, valuation, or tax invoice from the seller of the goods or repair quote obtained from a reputable repairer).
  3. Freight charges relating to the consignment covered by the BikeGuard service guarantee shall not be included in the calculation of any amount payable under the BikeGuard service guarantee.
  4. Where a claim has been paid in full for goods damaged, Right Side Up reserves the right to take possession of the goods as salvage and to dispose of such goods as it sees fit.

#### **BikeGuard Service Guarantee Exclusions**

Right Side Up will not be liable for any Claims made by Customers in any of the following circumstances:

1. Where the Customer has not paid the BikeGuard Service Guarantee charge.
2. Where the customer fails to submit the claim to Right Side Up within the relevant time limits set out above.
3. Where Right Side Up is in possession of an unendorsed proof of delivery form for the consignment.
4. Where the goods are determined by Right Side Up to have been defective prior to the carriage.
5. Where damage, mechanical failure or other operational defect in the goods could not, in the reasonable opinion of Right Side Up, have been caused by the carriage.
6. Where Right Side Up fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of Right Side Up's own employees or those of others and whether or not Right Side Up 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 Right Side Up;
7. Where the goods have been lost or damaged as a result of derailments, collisions, overturning or hijacking.

#### **Amendments to Terms and Conditions of Contract**

Right Side Up reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the customer.