

DSV ROAD (Pty) Ltd.

16 Serengeti Boulevard
Witfontein X89
1459 Johannesburg
South Africa
PHONE : +27 870670169



INVOICE DATE	29 JUN 2023
CUSTOMER ID	6408010109
CLIENT VAT #	4110255892
DUE DATE	31 JUL 2023
TERMS	EOM / 31

MOVE ANALYTICS CC

Private Bag x3019
7620 PAARL
South Africa

INVOICE 27R0011040

SHIPMENT	DATE	FROM	TO
32133519 8948743355	12 JUN 2023	DSV Smith Power Equipment 2 Lascelles Road 1609 Germiston, ZA	TURF & GOLF LIMITED RIVIER DU REMPART 30415 Goodlands, MU
PKG			
1			
WEIGHT			
3,80			
YOUR REFERENCES			
QEBGS00004707 / 0519278/0518716			
SERVICE			
DSV XPress / Parcels			
CHARGES		VAT	CHARGES IN ZAR
24 Courier shipment			3469,89
1 Fuel Surcharge			893,50

TOTAL CHARGES			
SUBTOTAL		4363,39	
	AMOUNT	TAX	
VAT	03	0 %	4363,39
TOTAL ZAR	4363,39		

TRANSFER FUNDS TO		ADDRESS	
BANK	Nedbank Limited	SWIFT	NEDSZAJJ
ACCOUNT	1961259176	DSV Road (Pty) Ltd 16 Serengeti Boulevard Witfontein Ext X89 1459 Johannesburg South Africa	
BIC :			
IBAN :			
PAY REF	0011040 6408010109		
VAT# :	4880189685		

GENERAL TERMS AND CONDITIONS OF DSV XPRESS

§ 1 Area of application

For the avoidance of doubt any reference in these Terms and Conditions to:

"Consignee" shall refer to the party named "Consignee" in the Consignment Note.

DSV XPress shall mean the DSV Air & Sea, DSV Road or DSV Solutions entity defined in the Carrier field in the Consignment note.

"Shipper" shall refer to the party named "Shipper" in the Consignment.

These Terms and Conditions apply to the transportation of consignments which are surrendered to us using the "DSV XPress" dispatch order made available by us therefore or with a consignment note issued via our DSV XPress online booking portal and is accepted by DSV XPress for transportation.

The Terms and Conditions are available on www.dsv.com, on the back of the dispatch order or sent directly to you upon request. The Shipper is requested to familiarize himself with the DSV XPress Terms & Conditions prior to shipment.

DSV XPress reserves the right to amend and supplement the Terms and Conditions unilaterally without informing our contractual partners separately. The current version published on the website www.dsv.com applies in each case.

ISSUED BY : chrissie.baartman@dsv.com

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The application of general terms and conditions of business of the Shipper or third party is expressly excluded. Any agreements differing from these Terms and Conditions are subject to an express written agreement between the Shipper and DSV XPress. Unless otherwise stipulated in applicable statutory legislation or international conventions, these Terms and Conditions shall apply. In the case of air transport, the Montreal Convention may apply. Cross-border transport may be subject to the Convention on the Contract for the International Carriage of Goods by Road (CMR).

§ 2 Services

I. DSV XPress service portfolio includes:

- DSV XPress: Delivery of documents and consignments worldwide in the shortest time possible.
- DSV XPress Economy: National and international forwarding for non-urgent consignments.
- DSV XPress Special Services: National and international forwarding for top-urgent consignments.

II. DSV XPress selects the mode of transport with the diligence of a prudent businessman.

III. Return to origin shipments

- A return to origin consignment or undeliverable consignment arises where DSV Xpress has exhausted all commercially reasonable means to attempt delivery of a consignment for whatever reason (other than due to the fault or neglect of DSV Xpress);
- Return to origin consignments will be at the Shipper's cost and charges will be based on the DSV Xpress fees as per 3 below including any destination duties and taxes which may have been incurred.

§ 3 Fee and Payment

The fee is calculated according to DSV XPress current respective price list, which is available upon request. In so far as different agreements are concluded in individual cases, for example for special performances, these specifically agreed prices shall apply.

State levies, such as customs duty and import tax and penalties, are not included in the fee. Such levies are listed separately in the invoice.

The Shipper is obligated to pay the fee as well as other costs not included in the fee, such as customs duty and import turnover tax. In the case of "charges collect" consignments, DSV XPress issues the invoice to the recipient initially. The Shipper's obligation to pay is not affected thereby.

Unless specifically agreed to the contrary by the Parties in writing, all fees, costs and expenses shall be paid to DSV Xpress in cash immediately upon presentation of account without any payments being withheld or deferred on account of any claim or counter claim, or set off.

Interest shall be payable on overdue accounts from due date at the prime overdraft rate plus 3%.

The shipment and any documents relating thereto as well as all refunds and/or other recoveries made, shall be subject to a special and general lien and pledge either for money due in respect of such shipment or for other monies due to DSV Xpress by the Shipper, sender, owner, consignee, importer or the holder of the documents or their agents if any.

DSV Xpress reserves the right to impose emergency surcharges to recover any costs associated with any emergency situation beyond DSV's control.

§ 4 Shippers warranties and indemnities

Shipper shall indemnify and hold DSV Xpress harmless from any claim, loss or damage arising out of Shipper's failure to comply with the following warranties and representations:

1. All information provided by Shipper or its representatives to DSV Xpress is complete and accurate;
2. The shipment is acceptable for transport and does not violate the conditions specified in Section 5 below;
3. The shipment was prepared in a secure environment and was protected against unauthorized interference during preparation, storage and any transportation to DSV Xpress;
4. Shipper has complied with all laws and regulations relating to customs, import, export, sanctions, embargoes and other laws and regulations that are applicable.
5. Any breach of the DSV Xpress terms and conditions

§ 5 Excluded goods

I. Unless otherwise expressly agreed, the following items are excluded from transportation:

1. Consignments with insufficient packaging.
2. Dangerous goods which require special handling (e.g., those for which a DGR statement is required).
3. Valuable consignments (e.g., precious metals, jewels, etc.) and works of art.
4. Perishable goods (e.g., foodstuffs).
5. All types of weapons as well as self-igniting and explosive goods.
6. All types of personal and household effects.
7. All types of pharmaceuticals.
8. Plants and animals.
9. Currency and securities including stamps.
10. Alcohol, tobacco and pornographic publications and articles.
11. All goods whose import and export is prohibited according to the applicable national regulations in each case.
12. Letter of credit consignments.
13. Cash on delivery consignments.
14. Jewellery and watch consignments with a value exceeding €500.
15. Furs.
16. Computers, laptops, tablets, mobile phones above €5,000.

II. The Shipper shall be liable for any and losses suffered by DSV XPress if the Shipper sends excluded items contrary to § 4.1.

III. The above mentioned items may only be shipped with DSV XPress according to prior written agreement with DSV XPress.

§ 6 Inspection

DSV XPress is entitled, but not obligated at DSV XPress own request or by official directive, to open consignments surrendered for transportation and are not subject to any liability in this respect.

§ 7 Liability

Unless otherwise stated in mandatory statutory regulations or international conventions regarding national or international carriage of cargo, DSV XPress liability shall be limited in accordance with this Clause 7 of these General Terms and Conditions of DSV Xpress.

Any loss, damage or delay of a consignment in the custody of DSV XPress or anyone acting on behalf of DSV XPress shall be limited to ZAR 1,000 per consignment.

DSV Xpress shall not be liable to any shipper receiver or any other person for any loss or damage or delay to goods or arising out of or in connection with DSV's service's unless caused by the negligence of DSV Xpress and there has been no contributory negligence on the part of the shipper, receiver or other claimant or the person from whom any of those persons derive their rights. DSV Xpress shall not be liable for indirect or consequential losses such as but not limited to loss of profit, loss of business arising indirectly out of a lost, damaged or delayed consignment. Unless DSV Xpress receives notification as aforesaid its liability in respect of the shipment shall be discharged

All risk liability cover can be obtained by declaring a liability value on the DSV Express portal, up to a maximum value of ZAR 100 000 per consignment. Such cover will attract a liability surcharge of 1.8% of the declared liability value with a minimum cost of ZAR 18,00.

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Any claim related to loss, damage or delay of a consignment shall be made directly to DSV XPress immediately upon delivery in case of visible damage or no later than 7 days in writing in case of non-visible damage. In case of delay the claim shall be made to DSV XPress no later than 14 days of the delivery of the delayed consignment.

§ 8 Partial invalidity

Should one of the provisions of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected thereby. The invalid provision shall be replaced by a valid provision that comes closest to the economic content of the invalid provision.

§ 9 Choice of law / Place of jurisdiction

The laws of The Republic of South Africa shall apply unless otherwise stipulated in the mandatory statutory legislation. Any disputes shall be settled by the court of law at the venue of DSV XPress.