15 October 2026

# FreightGuard Service Guarantee Terms & Conditions

## ***General***

1. Cargo Barn Logistics will provide to the Customer a warranty against loss or damage to Goods during the Carriage and while the Goods are in the possession of Cargo Barn Logistics, subject to the limitations and exclusions set out hereunder (the "FreightGuard Service Guarantee").

2. The FreightGuard Service Guarantee applies to all goods consigned on each Customer's unique account number. Customers cannot elect which consignments the FreightGuard Service Guarantee will apply to, and the FreightGuard Service Guarantee will apply to an account completely.

3. The Customer must pay Cargo Barn Logistics the applicable FreightGuard Service Guarantee charge.

## ***FreightGuard Service Guarantee Claims***

4. Any claim under the FreightGuard Service Guarantee for damage to or loss of Goods ("Claim") must be logged via the FreightGuard Online Claims form on the following link;

   https://freightguardintl.my.site.com/s/new-claim?vCarrierPrefix=CBL

   or emailed to cassie@cargobarnlogistics.co.za

5. The Customer must notify Cargo Barn Logistics in writing of any Claim within the following time limit:

   a) where the Receiver has indicated in writing on the consignment note or has records that they have informed Cargo Barn Logistics that, damage or shortages have occurred in respect of the Goods, within ten (10) days from the date of delivery of the Goods to the Delivery Address;

   b) where the Receiver has acknowledged that the Goods have been delivered and received in good order and condition,
      I. The Customer must notify Cargo Barn Logistics in writing of any claim for loss, damage, shortage, concealed damage of Goods within twenty-four (24) hours from the date of delivery of the Goods to the Delivery Address;
      II. Where concealed damage is reported within 24 hours of delivery, clear photographs of both the inner and outer packaging must be taken immediately, before the goods are unpacked. All original packaging materials must be retained on-site and made available for inspection upon request.

   c) in respect of Claims for non-delivery, within ten (10) days after the date of dispatch specified for that consignment.

6. The Customer may only make one (1) Claim per consignment.

7. The Customer must provide to Cargo Barn Logistics with any Claim, documentary evidence acceptable to Cargo Barn Logistics (for example, receipt, valuation, or tax invoice) as proof of their cost price value of the Goods.

8. Approved Claims will only be paid by Cargo Barn Logistics in respect of any consignment after the Customer has paid all outstanding Freight Charges in respect of that consignment and where the Customer's account with Cargo Barn Logistics has been paid in accordance with the credit terms extended. Claims will be settled by a way of EFT to the Customer's nominated bank account only, subject to the provision of valid proof of bank account.

9. Where the Customer makes a valid Claim and there are outstanding amounts owed by the Customer to Cargo Barn Logistics, Cargo Barn Logistics reserves the right to settle the Claim as a Credit Note processed to the Customer's account.

## ***FreightGuard Service Guarantee Limitations***

10. The FreightGuard Service Guarantee is subject to the following limitations:

    a) Claims are limited to loss of or damage to the Goods only. For the avoidance of doubt, the FreightGuard Service Guarantee does not cover any consequential loss or damage suffered by the Customer as a result of loss or damage to the Goods. (Consequential Loss is an indirect loss resulting from a customers' inability to use business property or equipment or revenue loss due to a lost/damaged shipment)

b) The maximum amount that may be claimed from Cargo Barn Logistics under the FreightGuard Service Guarantee is the lesser of:

i. the FreightGuard Service Guarantee Limitation Amount of R 7,500.00 and
ii. the cost price of the Goods, as supported by documentary evidence acceptable to Cargo Barn Logistics (for example receipt, valuation, or tax invoice from the seller of the Goods).

c) Freight charges relating to the consignment covered by the FreightGuard Service Guarantee shall not be included in the calculation of any amount payable under the FreightGuard Service Guarantee.

d) Any settlement made by Cargo Barn Logistics under the FreightGuard Service Guarantee in respect of a claim shall be limited to the lesser of **R7,500 or the verified cost price of the goods**, supported by acceptable documentary proof. Any approved settlement shall be **inclusive of VAT**, provided that a valid and acceptable tax invoice is submitted.

e) Where a claim has been paid in full for damaged goods, Cargo Barn Logistics reserves the right to take possession of the damaged goods as salvage and to dispose of such goods as it sees fit, unless otherwise stipulated in the commercial agreement between the Customer and Cargo Barn Logistics.

## ***FreightGuard Service Guarantee Exclusions***

11. Cargo Barn Logistics will not be liable for any Claims made by the Customer in any of the following circumstances:

a) Where the Customer fails to submit the Claim to Cargo Barn Logistics within the relevant time limits set out above;

b) Where Cargo Barn Logistics is in a position of an unendorsed proof of delivery (POD) for the consignment, and there is no evidence that Cargo Barn Logistics was notified of the damage in accordance with Clause 5(b).

c) Where the consignment is transported under an Owner's Risk Agreement with Cargo Barn, or where a signed Cargo Barn Logistics Indemnity Form is in place, any Claim submitted in respect of the specific consignment, shall be excluded from the FreightGuard Service Guarantee

d) Where the Goods consigned are Excluded Goods, where "Excluded Goods" means each of the following items:-

i. Currency, bullion, credit cards, pre-paid cards, stamps, patterns or manuscripts, plans, designs, negotiable instruments and any valuable documents; jewellery; gemstones; wrought or unwrought metals; antiques; works of art; drugs; weapons, ammunition and explosives; living animals or plants; refrigerated/perishable goods; household and personal effects; all furniture items; cigarettes, tobacco and tobacco products; alcohol products; glass and glass products; hazardous goods and dangerous goods/material. Second-hand goods.

e) Where Cargo Barn Logistics in its reasonable opinion, considers the Packaging of the Goods to be inadequate for road transportation; in the event of a claim for damage, the receiver must retain all inner and outer packaging materials as well as the damaged goods. Failure by the receiver to retain the original goods and packaging at the original delivery location or the failure to make the delivered goods available for inspection will invalidate the claim.

f) Where the Goods are determined by Cargo Barn Logistics to have been defective prior to the Carriage;

g) Where Cargo Barn Logistics fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of Cargo Barn Logistics' own employees or those of others and whether or not Cargo Barn Logistics 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 Cargo Barn Logistics;

h) Where the goods have been lost or damaged as a result of collisions, overturning, forced entry of vehicles and premises, armed robbery, or hijacking.

i) Where the Goods have not been packed in the original manufacturer's packaging or the equivalent.

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

12. Cargo Barn Logistics reserves the right to amend these terms and conditions of contract from time to time, with prior notice to the Customer.