



YOUR NAVIGATOR IN THE WORLD OF TRADE

38 Victoria Park,  
1232125 Old North Coast Road, Glen Anil, KZN

Email: [accounts@accuaircargo.co.za](mailto:accounts@accuaircargo.co.za)

ACCU AIR CARGO (PTY) LTD

Reg Number: 2024 / 743346 / 07

## Terms & Conditions

Please read these Conditions very carefully. By instructing the Company to supply the Services, the Customer agrees to accept and be bound by the Company's trading terms and conditions. All and any business undertaken by the Company shall be subject to the Company's trading **terms and conditions of contract which are as follows:**

Take note AAC LIABILITY IS EXCLUDED as well as that of its employees or agents for loss, damage and delay in certain circumstances. STRICT TIME LIMITS apply where NOTICE OF CLAIMS is required. It is your duty to obtain insurance cover to protect your interests. All the terms and conditions are important, but please pay special attention to the parts that are inside a box with bold writing. These parts contain information about those terms and conditions that have important consequences for the Customer. The wording in the boxes is only intended to bring the terms and conditions to the Customer's attention, and to explain their nature and effect. They are aids to understanding only and are not terms and conditions themselves. They do not limit the meaning or application of the provisions of these Conditions, and do not apply to situations and examples described in the boxes or to similar situations or examples.

### **Important provisions:**

To the extent that the Consumer Protection Act, 2008 applies, AAC has a duty to point out certain important provisions in these conditions to the Sender. The clauses which contain these important provisions and reasons why they are important are set out below. It is very important that the Sender reads all these clauses carefully and not just what is stated below.

### **A. Limitations of risk, legal responsibilities and liability.**

Clauses 2.1, 3, 4, 6, 7, 8, 9, 10, 11, 12, 14, 15, 19 and 25 are important because they limit and exclude obligations, liabilities and legal responsibilities that AAC and other persons or entities may otherwise have to the Sender. As a result of these clauses, the Sender's rights and remedies against AAC and these other persons and entities are limited and excluded. These clauses also limit and exclude the Sender's right to recover or make claims for losses, damages, liability or harm the Sender or others may suffer.

### **B. Assumptions of risk, legal responsibilities and liability by the Sender.**

Clauses 2.1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15 and 25 are important because the Sender takes on risk, legal responsibilities and liability. As a result of these clauses, the Sender may also be responsible for claims and other amounts. The Sender will also be responsible for, and the



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Sender accepts, various risks, damages, harms, and injuries which may be suffered by the Sender and others for what is stated in these clauses.

### **C. Acknowledgements of fact by the Sender.**

Clauses 5 and 9 are important because they each contain statements which are acknowledgements of fact by the Sender. The Sender will not be able to deny that the statements are true. AAC may act against the Sender and may have claims against the Sender as a result of these statements.

### **D. Indemnities by the Sender.**

Clauses 9 and 12 requires the Sender to indemnify (hold harmless) AAC and other persons or entities against claims, loss, damages, and harm that that may be suffered by AAC and other persons or entities as a result of the events set out in these clauses. The Sender is also required to indemnify AAC and other persons and entities against claims for loss, damages, and harm that that may be made by any person or entity as a result of the events set out in these clauses. This places various risks, liabilities, obligations and legal responsibilities on the Sender and the Sender will be responsible and liable for the payment of the value of the claims, loss, damages, and harm that that may be suffered or claimed.

### **1. Interpretation & definitions**

- 1.1.** "Conditions" means these Conditions of Carriage as set out in this document and published in printed form and electronically at [www.accuaircargo.co.za](http://www.accuaircargo.co.za), as amended from time to time;
- 1.2.** "Courier"/" ACCU AIR CARGO" (AAC) means the person and/or corporate entity specified on the face of the invoice;
- 1.3.** "Goods" means the items accepted by AAC for carriage on behalf of the Sender under these Conditions;
- 1.4.** "Owner's Risk" means, to the maximum extent permitted by law, that the AAC is not be liable for any loss of or damage to any Goods, howsoever arising.
- 1.5.** "Recipient" means the person identified by the Sender to whom the Goods are to be delivered under these Conditions;
- 1.6.** "Services" means all of the operations and services provided or to be provided by the Courier in connection with the carriage of the Goods including without limitation, the carriage, transport and/or storage of the Goods or any operation/s or service/s incidental to any of them;
- 1.7.** "Sender"/" Customer" means the person for whom the carriage of the Goods is performed by the Courier under these Conditions;



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**1.8.** "Sub-Contractor" means includes any person who under a contract or arrangement with any other person (whether the Courier or not) performs or agrees to perform the Services or any part of the services;

**1.9.** Words denoting, the singular include the plural and vice versa; any gender include the other genders, and persons include corporations and bodies politic and include their legal personal representatives and assigns.

## **2. General aspects & conditions of carriage**

**2.1.** AAC shall not be a public or common carrier in relation to the carriage of goods forming the subject of these Conditions and any Goods carried are accepted subject to these Conditions.

**2.2.** These Conditions supersede all previous published terms and conditions. These Conditions supplement and detail the general terms and conditions on the back of AAC waybills and other publications. In case of conflict between these Conditions and the conditions on any AAC waybill, manifest, shipping label or other transit documentation, these Conditions will prevail to the maximum extent permitted by law.

**2.3.** AAC may, at any time, modify, amend, change or supplement these Conditions by issuing a new version on the AAC website, and these revised Conditions will apply with effect to all Services provided by AAC following the publication of the revised Conditions.

**2.4.** All business undertaken including guidance, information or Services provided by AAC shall be subject to these Conditions.

**2.5.** To the maximum extent permitted by law, the Sender confirms that it does not rely upon or claim any other terms, warranties, conditions or representations relating to the use of the Services under these Conditions.

**2.6.** The Sender will be bound by the signature of any of its employees, servants and agents on AAC Waybill.

**2.7.** Goods are accepted subject to the conditions stipulated by all other carriers, sub-contractors, handlers and any other parties into whose possession or custody they may pass to finalize and deliver goods that come into their possession.

**2.8.** AAC shall have the right to bill the Customer, after bookings made, for Services rendered, irrespective whether AAC could collect or deliver the parcel, unless such non-collection and / or non-delivery is due to any act of AAC or any Force Majeure event.

**The above clause limits your rights and remedies against us and this clause limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and you accept, various**



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**risk, damages, harm and injury which may be suffered by you due to a change in any applicable delivery schedule.**

**2.9.** To the fullest extent permitted under the law, under no circumstances shall any strict liability attach to AAC. The above clause limits your rights and remedies against us, and this clause limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and you accept, various risk, damages, harm and injury which may be suffered by you.

**2.10.** AAC undertakes to make deliveries at the times established in the definitions of each service contemplated in the Service Guide.

**2.11.** The contractual terms for delivery are understood without prejudice to delays caused by "force majeure or fortuitous event", and thus justify the breach of contractual obligations without any liability for the obligor.

**2.12.** AAC will not be responsible when the delivery of a package is impossible due to:

**2.12.1.** Incomplete or incorrect address.

**2.12.2.** Non-collection by the recipient within the expected period.

**2.12.3.** Non-compliance to contracted measures and weight.

**2.12.4.** Delivery of a product included in the exclusion items list.

**The above clause limits your rights and remedies against us and this clause limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for and you accept, various risk, damages, harm and injury which may be suffered by you.**

### **3. Operational procedures**

AAC reserves the right to transport the goods received from any Customer and/or the Sender by any means at its disposal and may use any carrier to perform its duties. All goods that require forwarding to facilitate delivery may be held at AAC discretion and the Customer and/or the Sender's cost until suitable delivery arrangements can be arranged. AAC is entitled to use independent parties to perform any of the functions required for completion of its duties. AAC shall have no responsibility or liability to the Customer and/or the Sender for any act, or omission of such third party even though AAC may be responsible for the payment for such third parties' charges. AAC however reserves the right to, at its sole election, take action on behalf of the Customer and/or the Sender should the independent carrier fail to carry out its duties suitably. The costs associated with taking such action would be for the account of the Customer and/or the Sender and are payable on demand.

**Delivery timeframes that may be provided by AAC to the Sender do not include day of collection.**



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#### **4. Timeous instructions**

The Customer shall be obliged to give any instructions to AAC timeously and in writing in order to afford AAC a reasonable opportunity to comply with such instructions, but AAC shall be entitled, but not obliged, to act on oral instructions alone. If there is a conflict between any oral or written instructions or between the various written instructions themselves, or in the absence of instructions, AAC shall determine the course to be adopted, in its sole discretion, having regard to the Customers known requirements, if any, and if not, it is recorded that Overnight Service shall be the default service selected. Notwithstanding that AAC may purport or attempt to act on any instructions, no liability shall attach to AAC for failure, whether negligent or otherwise, to perform such instructions. **AAC shall be entitled to recover its charges and/or expenses including those incurred acting in terms hereof.**

#### **5. Tariffs & quotations**

**5.1.** All quotations, rates, tariffs and surcharges are subject to withdrawal or revision by AAC at any time prior to their acceptance by a Customer. Where a quotation to a Customer includes a fee levied by a third party, the Customer will be liable for any change in that third party fee. Charges are calculated on the basis of either actual or volumetric mass, and for purposes of rating, the greater of the two calculations is deemed to be the chargeable mass for the purposes of measuring the volume, mass and/or dimensions of any package. The measurements as calculated by the dimension's machinery and/or company representative will be deemed to be proof of the volume, mass and/or dimensions of the package so measured and the Customer must object to any such measurements prior to accepting a quotation (if applicable). Only written quotations provided by AAC will be valid. Once a Customer has instructed AAC to provide services that are the subject of a quotation, the Customer will be deemed to have accepted that quotation and AAC will be entitled to rely on that acceptance by the Customer.

**5.2.** Prices are based on current costs and are therefore subject to change without notice.

#### **6. Sending / collection of goods**

**6.1.** If any Goods have not been accepted or collected by the Recipient and/or its nominee within a reasonable time after notification by AAC that the Goods are available for collection or delivery (as the case may be), AAC shall notify the Customer at its legal address (domicilium citandi et executandi) and, after the expiration of ten (10) days from the posting to that address of such written notice and unless the Customer shall give AAC instructions to re-deliver the goods, at the Customer's expense, AAC shall be entitled and authorised irrevocably and in rem suam, to sell or dispose of the goods and retain from the proceeds the charges,



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expenses and costs incurred in the carriage thereof with any additional amounts arising from that sale to be refunded to the Customer.

**6.2.** If any goods have not been accepted or collected by the recipient and/or its nominee within 48 hours after the tender / email / notification thereof, and for the purposes thereof notification to the recipient and/or its nominee of the fact that the goods are available for collection or that AAC is willing to deliver the goods which shall be deemed to be a good and sufficient tender. AAC shall notify the Customer at its legal address (domicilium citandi et executandi) and, after the expiration of ten (10) days from the posting to that address of such written notice and unless the Customer gives AAC instructions to re-deliver the goods, at the Customer's expense, AAC shall be entitled and authorised irrevocably and in rem suam, to open, sell or dispose of the goods and retain from the proceeds the charges, expenses and costs incurred in the carriage thereof, in terms of Clause 7 hereunder.

**The above clause limits your rights and remedies against us, and this clause limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and you accept various risks, damages, harm and injury which may be suffered by you.**

## **7. AAC lien & other rights in terms of goods in AAC possession**

**7.1.** AAC and/or its nominee reserve the right to open and examine any goods at any time.

**7.2.** AAC shall have a lien and shall be entitled to hold any goods, documents, and/or any refunds, claims, or recoveries in its possession or under its control as security for any monies owing to AAC by the Customer, whether past or present, for the carriage of any goods subject to these terms and conditions of carriage.

**7.3.** Although AAC may initially have granted a trading limit to the Customer, AAC may, at any time, at its sole discretion, retain possession of any goods pending the discharge of the Customer's indebtedness to AAC.

**7.4.** In the event that AAC exercises its lien and retains possession of any goods as reflected hereinabove, then AAC shall be entitled to store the goods at such place as it deems fit, at the Customer's expense.

**The above clause constitutes an assumption of liability and risk by the Customer, as the Customer agrees to take full responsibility for the costs associated with storing the goods.**

**7.5.** If any monies owing to AAC are not paid by the Customer within five (5) days after they are due or after any parcel has been delivered to a AAC Branch/Depot, AAC shall be entitled, without further notice to the Customer:

**7.5.1.** to open and examine the goods;



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**7.5.2.** to sell the whole or any part of the goods in such manner and on such conditions as it deems fit;

**7.5.3.** to apply the proceeds of any sale, after deducting all expenses thereof, in payment or reduction of any amount due by the Customer to AAC (including storage costs envisaged in clause 7.4), provided that any surplus shall be paid over to the Customer without interest immediately after the sale, if the Customer's address is known, and if not, upon demand made by the Customer within ninety (90) days of the sale.

**7.6.** AAC shall not be liable for any loss, damage, or deterioration of any such goods attributable to the implementation of this clause by AAC.

**The above clauses limit the Customer's rights and remedies against AAC, and these clauses limit and exclude the Customer's rights to recover or make claims for losses, damages, liability, or harm that the Customer may suffer. The Customer will also be responsible for, and accept, various risks, damages, harm, and injury which may be suffered.**

**7.7.** AAC rights under this clause are not exhaustive and are in addition to any other rights which it may have against the Customer.

**7.8.** If it is necessary for an examination to be conducted by AAC in respect of any discrepancy in the goods which are landed from any vessel, aircraft, vehicle, or container, the responsibility to comply with any regulations, laws, and/or obligations pertaining to the goods remains that of the Customer and/or the Sender, notwithstanding the contractual relationship between AAC and the Customer and/or the Sender.

## **8. Packaging & delivery parameters**

**8.1.** AAC does not accept or courier packages which exceed the size limitation of 1m x 1m x 1m and the weight limitation of 25 kilograms.

If your item is over 25kg, ACC can still carry your goods, however your items will need to be packaged on a pallet/skid or crate, and you will need to provide lifting assistance at the sending and receiving locations.

**8.2.** AAC shall not be liable for any loss, damage, or deterioration of any goods. It is the sole responsibility of the Customer/Sender to:

**8.2.1.** Package goods for transportation and ensure that all goods are adequately packaged to withstand the ordinary incidents of transit risk and normal rigours of road transportation. AAC may supply a container to the Sender for placing the goods.

**8.2.2.** Adequately and clearly address each consignment to enable effective delivery.

**8.3.** When sending valuables, it is the Customer's responsibility to ensure they are adequately packaged and marked 'FRAGILE'. Insurance is for the account of the Sender and/or recipient at



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all times. The above clause constitutes an assumption of liability and risk by the Customer, as the Customer agrees to take full responsibility for ensuring goods are packaged correctly for transportation and that each consignment is adequately prepared.

The above clause also limits the Customer's rights and remedies against AAC and excludes the Customer's right to recover or make claims for losses, damages, liability, or harm suffered. The Customer also assumes various risks, damages, harm, and injury which may be incurred.

**8.5.** Customised flyers and boxes are available for purchase from [support@accuaircargo.co.za](mailto:support@accuaircargo.co.za).

### **Packaging tips (Do-Donts)**

Please note that you are responsible for ensuring your goods are securely packaged for handling and cargo transfers (air and line haul). Accu Air Cargo cannot be held liable for any damage caused by insufficient packaging.

#### **How to choose your box/carton**

When packaging your goods, please select a box or carton with sufficient room for your items. Heavier goods should be fitted into smaller boxes or cartons (with double walls), and lightweight, bulkier goods should be fitted into larger boxes or cartons.

Do not use boxes that are damaged or structurally compromised in any way. The box or carton must be sturdy and preferably corrugated with flaps intact. Do not use damaged or flimsy boxes. Do not use fruit boxes, cereal boxes, or miscellaneous boxes from supermarkets.

#### **Don't make your parcel too heavy as it:**

- May break at the bottom.  
May be accidentally dropped due to the underestimated weight.
- May be loaded into the 'bulk freight' section of a vehicle and will be amongst large and heavy freight, increasing the possibility of damage.
- If a carton is heavy, please mark it as 'HEAVY' in bold writing and write the weight next to it.
- We require a maximum liftable weight of 17kg per item for occupational health and safety reasons.
- If a carton weighs more than 17kg, please break it down into smaller packages (each less than 17kg), if possible. If you cannot break the carton down, please have someone available at the pickup and delivery addresses to assist the driver.

Using a product's original packaging with internal polystyrene protection is highly recommended.

#### **How to package your goods**

Different people may handle your goods 2 to 4 times from pick up to delivery. This is why it's essential to package your goods securely for transit. Opt for a sturdy box or container and package the contents carefully.

**Do not overload the box:** Packaging multiple goods individually and using more than one box is advisable. Ensure each item receives proper protection from packaging material in a box of its own.



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**Original packaging material/boxes:** When sending goods such as electronics, keeping them in their original packaging is best. If you no longer have the original packaging, you can purchase packaging materials such as boxes and bubble wrap – essential for fragile items.

**Using household packaging material:** Do not use shredded paper or crumpled-up newspaper as packaging material as it does not hold its shape and can become compacted during transportation.

**Cushioning the contents:** Whichever packaging material you use, ensure enough cushioning material around the item/s to prevent movement should the box get shaken or knocked. We recommend all goods be packaged to withstand a one-metre drop.

**Securing the box:** Proper box closure is essential for safe transportation. Use broad, pressure-sensitive plastic tape. Do not use masking tape, Scotch tape, duct tape, or string. When taping the box, ensure you go along the seals to prevent the box from opening during transit.

### **How to label your goods**

When your goods are packaged and ready to be transported, the next step is to address them correctly for a timely arrival at their destination.

For fragile goods, ensure the carton is marked 'FRAGILE' with coloured fragile tape (purchased from any stationery retail outlets) or by distinctively writing 'FRAGILE' on the box with a coloured marker pen.

If you are using second-hand boxes, remove old address labels or old barcode identifier labels on the box to prevent confusion with sorting, which can delay delivery.

### **What items cant be shipped**

- Artwork (including paintings)/sculptures
- Jewellery
- Baked goods
- Glass items
- Cars & motor vehicle parts containing or requiring liquid/oil
- Liquids
- Coins/gold/cash/bonds
- Livestock/animals
- Crockery
- Motorbike/scooter
- Dangerous/hazardous goods
- Paint
- Furniture
- Perfume
- Picture/Picture Frame
- Shower screens



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## 9. Delivery of goods

9.1 At all times, the onus of establishing the condition of the goods at the time of delivery by AAC shall rest with the Customer and/or the Sender. Without limiting the generality of the foregoing, AAC shall be entitled to delay the dispatch of any goods or expedite the date of dispatch if, in its sole discretion, it considers it necessary for the safety of the goods and/or any other reason.

AAC will only deliver goods that are the property of the Customer and/or the Sender. The Customer and/or the Sender warrants that they (i) are the owners of the goods and (ii) are authorised to accept these conditions not only on their own behalf but also as agents for and on behalf of all other persons who are or may become interested in the goods. The Customer and/or the Sender hereby indemnifies and holds AAC harmless from and against any damages, costs, and expenses resulting from any breach of these warranties.

9.2 It is the Customer's responsibility to ensure that the destination to which the parcel is to be sent or address, as well as the recipient's contact details—including full names, surnames, and email addresses—are clearly written on the parcel.

9.3 Both the Sender's and recipient's details must appear in full .

9.4 The responsibility to receive the package rests at all times with the recipient. Failure to do so will result in the package being returned to the nearest AAC Depot, with full re-delivery fees applicable.

9.6 Each package can be tracked using the AAC tracking website. Alternatively, the Customer can log into their own account and view the parcel's status under 'History'.

9.7 Track your parcel at <https://www.accuaircargo.co.za>

**The above clause constitutes an assumption of liability and risk by the Customer, as the Customer agrees to take full responsibility for establishing the condition of the goods at the time of delivery.**

**The above clause requires the Customer to indemnify AAC against claims, losses, damages, or harm suffered by AAC as a result of the events set out above. The Customer is also required to indemnify AAC against claims for losses, damages, and harm that may be made by any person or entity as a result of the events set out above. This places various risks, liabilities, obligations, and legal responsibilities on the Customer, who will be responsible and liable for the payment of the value of claims, losses, damages, and harm that may be suffered or claimed.**

**Furthermore, this clause contains statements that are acknowledgements of fact by the Customer. The Customer will not be able to deny the truth of these statements. AAC may act against the Customer and may have claims against the Customer as a**



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**result of these statements. The Customer will not be able to take any action against AAC if they suffer harm as a result of these statements.**

## **10. Company liability**

10.1 To the maximum extent permitted by law, AAC and its employees are not liable for any loss or damage to the goods. Subject to the further provisions of these conditions, AAC may consider whether it wishes to reimburse a Customer in limited circumstances, provided that the Customer lodges a claim in writing within 48 hours after delivery of the goods to the recipient (see **INSURANCE AND ASSUMPTION OF LIABILITY** below). Any claims received by AAC after this time period will not be considered.

Notwithstanding the above and to the maximum extent permitted by law:

10.1.1 AAC liability shall not exceed R1,000 (ONE THOUSAND RAND) per consignment of goods (for all services).

10.1.2 AAC shall not be liable for indirect or consequential loss or damage to any consignment of goods.

10.1.3 AAC shall not be liable whatsoever for any loss or damages howsoever arising in respect of late or non-delivery of any goods.

10.1.4 AAC shall not be liable for any loss or damage whatsoever caused by the perishable, fragile, or brittle nature of the goods and packaging.

10.1.5 AAC shall not be liable for any loss or damage whatsoever caused whilst the parcel is in transit (loaded and in the back of the vehicle/truck).

10.1.6 AAC shall not be liable for loss or damage to any parcel exceeding the prescribed size or weight limitations, being 1m x 1m x 1m and 25 kilograms.

## **11. Loss or damage to goods**

11.1 All parcels/consignments will be transported at the risk of the Customer.

11.2 All damages and impairments experienced by the goods from the arrival at the warehouses that AAC designates for the purpose, by force majeure, will be at the Customer's own risk and expense.

**The above clause constitutes an assumption of liability and risk by you, as you agree to take full responsibility of the costs associated with the damages and/or impairments to goods as a result of force majeure.**

11.3 To the fullest extent permitted under the law, AAC will not be responsible in case of loss, damage, delay, or incorrect delivery or lack of total or partial delivery of the merchandise that



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is a consequence of circumstances beyond the control of the carrier: natural disasters, force majeure, strikes, and national alterations in the air, land or sea transport networks.

11.4 To the fullest extent permitted under the law, AAC shall under no circumstances be liable for:

11.4.1 Loss or damage incurred through goods being tendered with inadequate packaging and packing;

11.4.2 Any loss or damage whatsoever caused by the perishable, fragile or brittle nature of the goods and packaging;

11.4.3 Loss or damage to any parcel exceeding the prescribed size;

11.5 Notwithstanding anything to the contrary contained or implied in this clause 11 (eleven), no assumption of liability by AAC is extended to the following, which includes, but is not limited to: second-hand consignments, mechanical or electrical goods unless contained in brand new and original packaging, antiques or antiquities of any description, firearms (or parts thereof), ammunition, live animals or living organisms of any description, biological substances (infectious or non-infectious), bank and treasury notes, bullion, bulk cargo of any description, cash, deeds, designs, documents, sculptures, asbestos, paintings, signage (of any kind), explosives, furs, coins, platinum, gold or any bullion, silver/silver nuggets, ivory, models, moulds, patterns, plans, precious metals, specie, travellers cheques, brass and scrap metal, any illegal substances, drugs, narcotics and psychotropic substances, cannabis, human or animal remains (including ashes), immoral articles, seafood, fresh produce, frozen goods, aircrafts, any goods placed in a flyer, where the flyer would, in the ordinary, not be sufficient packaging for the consignment, plants and/or edibles, any excluded item irrespective of its packaging, breakable, scratchable, brittle, bendable goods, such as glass (including windshields and windows), ceramic and/or basins, be it shatterproof or reinforced, or plastic, such as Perspex, goods of a liquid nature (drums, tubs and/or containers), jewels (of any nature)/valuables/precious stones/pearls/gold/silver and the like, goods with a value exceeding the limited liability offered by AAC (AAC will not accept any liability for any goods excluded from AAC liability), cosmetic material (of any nature), goods made/manufactured/produced from any form of wood (irrespective of the size and/or strength of the wood), furniture of any kind, any solar related goods, or goods utilising solar panels in any form and/or nature, goods relating to a generator or inverter, goods which have running liquids or operate with liquids (whilst the liquids are inside the consignment), any form of batteries, goods relating to motor vehicles (including, but not limited to: body panels, windows, windshields, mechanisms, electrical components and/or mechanical components, engine spares), trophies, medallions, refrigerated and/or frozen goods (due to the longevity of its life span), blinds and/or railings (due to their brittle and breakable nature), laser cut and/or 3D products (electronic in nature and guarantees are with the supplier), ink toners and/or cartridges, a film or publication which



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falls in the category of XX or X 18 in terms of the Films and Publications Act 65 of 1996 as amended, unless AAC agrees (subject to legislation and regulations) in writing prior to the goods being tendered to accept liability for the handling of the items listed in this clause;

11.6 To the maximum extent permitted by law, AAC is not liable for any consequential losses, including as a result of its negligent (including gross negligence) acts or omissions or those of its servants, agents, or agents on whose behalf AAC would be liable, in respect of any loss or damage sustained by the Customer and/or the Sender of any nature whatsoever or any damage caused to the assets of the Customer and/or the Sender or assets kept on its premises by any third parties or in regard to the Customer and/or the Sender's business or sustained by any of its Customers, howsoever caused including the negligent, grossly negligent acts or omissions of AAC, its services, agents or others for whom it may be liable to in law.

11.7 If AAC is, for any reason, unable to effect delivery of the goods, reasonable steps will be taken to return the goods to the Customer and/or the Sender. The Customer and/or the Sender shall be responsible for the costs of carriage, attempted delivery and return of the goods.

## **12. Dangerous goods**

12.1 The delivery of packages or objects whose content is contrary to the law is prohibited.

12.2 The Customer accepts all the corresponding responsibilities, and AAC is totally exonerated from them for this reason.

12.3 The transport of weapons, poisonous or infectious substances, cash, human remains, jewellery, toxic materials, animals, and inflammable or dangerous materials, etc., is prohibited, in terms of the Independent Communications Authority of South Africa Notice 2764 of 2024, including but not limited to:

12.3.1 Explosives – ammunition, fireworks, igniters, gunpowder, firecrackers and flares;

12.3.2 Compressed Gas – aerosol products, carbon dioxide gas, cigarette lighter, butane, gas, diving tanks, fire extinguishers and propane tanks;

12.3.3 Flammable liquids – alcohol, flammable paint and thinners, flammable varnish, oil paints, enamels, petroleum products, benzene, polish and gel;

12.3.4 Flammable solids – metallic magnesium, matches, zinc powder and charcoals;

12.3.5 Oxidising material – some adhesives, some bleaching powders; hair or textile dyes, pool chemicals, hydrogen and organic peroxides, fiberglass repair kits and chlorine;

12.3.6 Poison including drugs and medicines – although some are acceptable in prescription quantities and non-infectious perishable biological substances are accepted when packed and transmitted appropriately, pesticides, agricultural chemicals, mercury compounds, bacteria and viruses;

12.3.7 Radioactive material – radioactive wastes, radioactive sources and smoke detectors;



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12.3.8 Corrosives – corrosive cleaning liquid, paint or varnish removers, mercury-filled thermometer, hydrochloric acid and wet batteries;

12.3.9 Miscellaneous – magnetised materials, oiled paper, polymerisable materials, dry ice and lithium batteries;

12.4 No goods will be received or accepted by AAC including radioactive materials which are or may become dangerous, inflammable or noxious, or which by their nature are or may become liable to cause injury or damage to any person, goods or property whatsoever without AAC consent in writing prior to the goods being tendered. Should AAC consent to the movement of any of the above, the containers or packaging must be marked accordingly as to comply with the applicable legislation, regulations or requirements of any authority. AAC reserves the right to destroy any of the above should the necessary consent not be confirmed in writing prior to the goods being tendered. Whether or not the Customer and/or the Sender was aware of the nature of the goods and whether or not AAC's written acceptance thereof was obtained, the Customer and/or the Sender hereby indemnify and hold AAC harmless from and against loss, damage or liability caused by AAC as a result of the delivery or receipt of the goods. AAC shall not transport any prohibited goods including without limitation any goods and materials, the carriage of which is prohibited by any laws, rules and/or regulations. In the event the Customer and/or the Sender consigns such items with AAC, the Customer and the Sender indemnify and hold AAC harmless from and against all claims, damages or losses arising in connection herewith and AAC shall have the right to deal with such items as it shall see fit including the right to abandon carriage of the same immediately upon AAC having knowledge that such items infringe on these conditions. The Customer and the Sender shall each be responsible and liable, without limitations for all costs, fines, damages, loss of income and/or legal costs which AAC may incur as a result of the Customer and/or the Sender's breach of this clause;

12.5 Under no circumstances will AAC accept liability for goods of this nature (as set out above), and Customer and/or Sender must provide written proof that the goods in question are comprehensively insured with a reputable insurer for the duration of the carriage of the goods prior to the goods being taken into AAC's care, custody and control.

12.6 AAC reserves the right to verify the nature and content of packages entrusted to them should the content appear to violate the provisions in force.

### **13. Insurance & assumption of liability**

Liability cover is available at 10% of declared value above order value. Liability Cover must be ticked and a value declared on waybill to apply.

**Minimum excesses:** Please view our T&Cs for all items not covered. Liability cover does not include glass items, second hand items, artwork, ceramic, porcelain, or cosmetics. If insufficient packaging, no cover will apply. A correct packaging refer clause 8.



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Claims can be sent to [accounts@accuaircargo.co.za](mailto:accounts@accuaircargo.co.za). Customer shall advise AAC in writing within 48 hours of the damage/lost goods being delivered or expected to receive. Images of the damage items will be required.

AAC's assumption of liability for the declared value of any one parcel, shall not exceed R5,000.00 (FIVE THOUSAND RAND). The declared value must be substantiated by a purchase invoice or an up-to-date valuation certificate from a professional valuator.

13.1 AAC does not provide insurance to the Customer and does not grant an assumption of limited liability subject to the below mentioned. It is thus the Customer's responsibility to insure the parcel with their own reputable insurance company. The Customer shall be responsible for the insurance claim with their own reputable insurer and AAC accepts no liability for loss and/or damage. The clauses below constitutes an assumption of liability and risk by you, as you agree to take full responsibility of the costs associated with any insurance claims you may make to your insurer.

### **13.2 Liability Option:**

13.2.1 The Customer acknowledges AAC offers a limited liability cover for consignments. All parcels/consignments will be transported at the risk of the Customer. The customer must take out own personal insurance cover.

13.2.2 The Customer agrees that AAC has a limited liability cover, which shall be communicated and agreed upon prior to the acceptance of the consignment up to a maximum amount of R5,000.00 (five thousand rand). This cover is subject to the Customer electing to apply the limited liability by specifically requesting it for their consignment;

13.2.3 The Customer agrees to pay a fee to AAC for the limited liability cover, which shall be communicated and agreed upon prior to the acceptance of the consignment. This fee is in addition to any other charges or fees applicable to the transportation or delivery of the consignment;

13.2.4 The limited liability cover provided by AAC is subject to the terms and conditions set forth herein and does not extend to cover all types of loss or damage. The Customer acknowledges and accepts that the liability of AAC is limited to the maximum amount of R30,000.00 per consignment unless otherwise agreed in writing;

13.2.5 The limited liability cover provided by AAC does not cover losses or damages arising from, which includes but is not limited to, excluded consignments listed in these terms and conditions or the website, acts of God, insufficient packaging, failure to elect the limited liability option, any restriction / limitation listed in these Terms and Conditions etc;

13.3 By electing to apply the limited liability cover and paying the associated fee, the Customer agrees to be bound by the terms and conditions outlined herein.



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### **13.4 IMPORTANT TERMS:**

13.4.1 AAC is not responsible for the packaging of the Customer's parcel/s and shall not, under any circumstances, be liable for any loss or damage to a parcel/s which was not adequately and appropriately packaged to withstand the ordinary rigors and risk of courier transit and road transportation. AAC shall not courier or accept liability for any parcel exceeding the prescribed size limitation;

13.4.2 AAC is not responsible for ordinary loss in weight or volume or ordinary wear and tear of the consignment of goods;

13.4.3 AAC is not responsible for loss, damage or expense caused by delay, even though the delay was caused, or may be caused by a risk insured against. The above clauses constitute an assumption of liability and risk by you, as you agree to take full responsibility of the costs associated with obtaining insurance from a reputable insurer. The above clauses also limit your rights and remedies against us, and these clauses limit and exclude your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and You accept, various risks, damages, harm, and injury which may be suffered by you;

### **13.5 In the event of the Customer wanting to lodge a claim:**

**13.5.1** The damaged goods must be returned to AAC together with the original invoice reflecting the purchase price (proof of value) of the item. These are required for assessment and/or salvage prior to consideration of a claim. Should the damaged goods and proof of value of item/s not be received by AAC, AAC shall not be obligated to entertain the claim;

### **14. International Carriage by Air and by Sea**

When shipments are tendered for international destinations the provisions of and law to the Warsaw Convention may apply and, in most cases, no liability and insurance cover options by of AAC in respect of loss or damage to such consignments.

The Customer shall be responsible for all insurances and liabilities with their own reputable insurer and AAC accepts no liability for loss and/or damage. You, the Customer, agree to take full responsibility of the costs associated with any insurance as you may make to your insurer.

### **15. Legal**

In cases where non-payments of monies due to AAC occur, the Customer and/or the Sender shall be liable for and shall pay all legal costs incurred by AAC. The Customer and/or the Sender shall be liable for all costs incurred in the recovery of any monies hereunder, including collection commission, attorney and own client costs, whether incurred prior or during the



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institution of legal proceedings, or, if judgment has been granted, in connection with the satisfaction or enforcement of such judgment.

## **16. General**

No relaxation or indulgence of these conditions of carriage shall in any way prejudice AAC's rights nor shall they be deemed to be a waiver of any of AAC's rights in terms of these conditions and no variation, waiver, indulgence and/or relaxation of such conditions shall be binding upon AAC.

## **17. Domicilium citandi et executandi**

The Customer and/or the Sender appoints their address as set out under "Details of Customer" in the Trading Account Application as his domicilium citandi et executandi for all purposes relating to his agreement and may amend this in writing to AAC within seven (7) working days of the change.

## **18. Jurisdiction of Magistrates Court**

Without limiting from the Customer's rights under applicable laws, the Customer and/or Sender hereby consents in terms of Section 45 of Act 32 of 1944 or any amendment thereof to AAC taking legal proceedings for enforcing any of its rights under this Agreement for recovery or monies claimable under this Agreement or otherwise, if it so elects, in the Magistrates Court in any district having jurisdiction in respect of AAC by virtue of section 28(i) of the aforesaid Act. Furthermore, AAC shall be entitled, at its sole election, to institute any proceedings against the Customer and/or the Sender in any Magistrates Court having jurisdiction over it, even though the cause of action or amount claimed is beyond the jurisdiction of the court. This clause does not preclude AAC from, at its sole discretion and election, instituting action in the High Court and the Customer and/or the Sender also consents to the jurisdiction of the High Court in the jurisdiction elected by AAC.

## **19. Costs**

The Customer and/or the Sender shall be liable for all costs incurred by AAC in the recovery of any amount or the enforcements of any rights which it has hereunder, including collection charges and costs on an attorney and own client scale and cost of counsels as on brief whether incurred prior to or during the institution of legal proceedings or if judgment has been granted in connection with the satisfaction or enforcement of such judgments.



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## **20. Consequential loss**

To the fullest extent under law, under no circumstances whatsoever will AAC be liable for consequential losses, including as a result of its negligent (including gross negligence) acts or omissions or those of its servants, agents, or agents on whose behalf AAC, would be liable, in respect of any loss or damage sustained by the Customer and/or the Sender of any nature whatsoever or any damage caused to the assets of the Customer and/or the Sender or assets kept on its premises by any third parties or in regard to the Customer and/or the Sender's business or sustained by any of its Customers, howsoever caused including the negligent, grossly negligent, and acts or omissions of AAC, its services, agents or others for who it may be liable to in law.

## **21. Severability**

In the event that any term and/or condition, or part thereof, herein are proven to be invalid or unenforceable, then such term and/or condition, or part thereof, shall not affect the validity or enforceability insofar as the remaining terms and/or conditions, or part thereof, are concerned.

## **22. Whole agreement**

22.1. These terms and conditions (which by inference includes those agreements and conventions expressly referred to herein) constitute the entire agreement between the parties and shall prevail over, exclude and supersede any other terms or conditions, stipulations, warranties, statements of fact or opinion or representations, oral or written, whatsoever have been made or relied upon by either party other than as specifically included herein.

22.2. The Sender expressly confirms that it does not rely upon or claim any other terms, warranties, conditions or representations relating to the use of AAC's services under these terms and conditions.

## **23. Compliance with applicable laws**

No provision of these Conditions:

23.1 Does or purports to limit or exempt AAC from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by AAC) to the extent that the law does not allow such a limitation or exemption;

23.2 Requires the Customer or Sender to assume risk or liability to the extent that the law does not allow for such assumption of risk or liability; or

23.3 Limits or excludes any warranties or obligations that are implied into these Conditions by the Consumer Protection Act, 2008 (to the extent applicable) or which AAC gives under the



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Consumer Protection Act, 2008 (to the extent applicable) to the extent that the law does not allow them to be limited or excluded.

#### **24. No variation**

No variation of these terms and conditions shall be of any force or effect unless reduced to writing and signed by or on behalf of both parties.

#### **25. No waiver**

AAC shall not be regarded as having waived or be precluded from exercising any right under these terms and conditions by reason merely that AAC has shown any indulgence to the Customer or fails to exercise or delays in exercising any right in terms hereof.

#### **26. Condition of payment – Trading limit**

**The Company's terms of payment are thirty (30) days from date of statement and may be tendered either by cash or electronic transfer.** The Customer is only entitled to trade up to the trading limit authorised and once the trading limit is used and / or reached, payment must be made, in accordance with the used or total amount utilised. The Company shall be entitled to charge the Customer and/or Sender warehousing charges in respect of any period during which the goods are stored after tender of delivery up to and including the time of payment of all monies owing to the Company by the Customer and/or Sender. If any amounts owing by the Customer and/or Sender is unpaid on due date, then all other amounts owing by the Customer and/or Sender to the company whether due and payable or not, shall become due and payable forthwith, and the Company shall be entitled but not obliged (and without prejudice to any of AAC's other rights against the Customer and/or Sender) by notice in writing to the Customer and/or Sender to rescind or suspend performance of any of its obligations under this agreement and all discounts will be forfeited. The Company shall be entitled to payment of any charges, disbursements or any amounts due to it, notwithstanding that the parties may have a dispute with certain or other invoices or debit notes, whether including or partly including amounts now sought to be charged, and whether or not any notice was given that further debits were to follow. A certificate signed by any Director of the Company shall be prima facie proof of any amount owing to the Company, and if the Customer does not query any invoice sent by the Company in writing within fifteen (15) days from the date of the invoice, such invoice will be deemed correct unless the Customer can provide evidence to the contrary.



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## 27. Force majeure

Neither Party (the **"Impacted Party"**) shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached these Terms and Conditions, for any failure or delay in fulfilling or performing any service when and to the extent such failure or delay is caused by or results from acts beyond the Impacted Party control, including, without limitation, the following:

**force majeure events ("Force Majeure Event(s)") (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labour stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; m) hijackings, or (n) other similar events beyond the reasonable control of the Impacted Party.**

## 28. Protection of personal information

The Customer consents to AAC processing personal information and to the confidentiality declaration in terms of the Protection of Personal Information Act.

28.1 The purpose of POPIA is to:

- Give effect to the constitutional right to privacy by safeguarding personal information when processed by a private or public body subject to justifiable limitations;
- Regulate the manner in which personal information may be processed, by establishing conditions, in accordance with international standards, that prescribe the minimum requirements for the lawful processing of personal information;
- Provide persons with rights and remedies to protect their personal information from processing that is not in accordance with POPIA;
- Establish voluntary and compulsory measures, including the establishment of an Information Regulator, to ensure respect for and to promote, enforce and fulfil the rights protected by POPIA.

## 28.2 DEFINITIONS

### 28.2.1 Personal Information

Personal Information: means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to:



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- a) Information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- b) Information relating to the education or the medical, financial, criminal or employment history of the person;
- c) Any identifying number, symbol, e-mail address, physical address, telephone number, location;
- d) Information, online identifier or other particular assignment to the person;
- e) The biometric information of the person;
- f) The personal opinions, views or preferences of the person;
- g) Correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- h) The views or opinions of another individual about the person;
- i) The name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

#### 28.2.2 "Process information"

"Process information" means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting of personal information.

#### 28.3 CUSTOMER CONSENT

28.3.1 AAC undertakes to process the personal information of the Customer only in accordance with the conditions of lawful processing as set out in terms of POPIA and only to the extent that it is necessary to discharge its obligations as provided for in terms of this Agreement concluded with the Customer. The terms "processing" and "personal information" are defined in paragraphs 28.2.1 and 28.2.2 above.

28.3.2 The Customer acknowledges that the processing of his/her personal information by AAC is both necessary and legally required as it falls within the scope of execution of the contractual obligations of AAC. In this regard the Customer agrees:

- That he/she has been notified of the purpose and reasons for the collection and processing of his or her personal information insofar as it relates to AAC's discharge of its contractual obligations towards the Customer;
- That he/she consents and authorises AAC to undertake with the collection, processing and further processing of his/her personal information for the purposes of securing and



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further facilitating the contractual obligations towards the Customer as well as for the purposes of enforcing any right or claim AAC may have against the Customer;

- To make available to AAC all necessary personal information required by AAC for the purpose of securing and further facilitating the contractual obligations towards the Customer;
- To the disclosure of his/her personal information by AAC to any third party, where AAC has a legal or contractual duty to disclose such personal information or such disclosure is necessary for AAC to perform its obligations under these Conditions;
- The Customer further agrees to the disclosure of his/her personal information for any reason enabling AAC to carry out or to comply with any legitimate business obligation AAC may have or to pursue a legitimate interest of AAC to perform its business on a day-to-day basis;
- Apart from any legal action which may be instituted against you should you fail to timeously settle any outstanding amount due to AAC, AAC may file the details of your default, and AAC's enforcement actions, with the credit bureaus within 20 (twenty) business days of notice of your failure;
- The Customer authorises AAC to transfer his/her personal information outside of South Africa for any legitimate business purpose of AAC within the international community. AAC undertakes not to transfer or disclose said personal information unless it is required for its legitimate business requirements and shall comply strictly with legislative stipulations in this regard.

#### **28.4 CONFIDENTIALITY UNDERTAKING**

28.4.1 Both the Customer and AAC acknowledge that during the performance of both parties' contractual duties, both parties may gain access to and become acquainted with the personal information of both parties. Both parties will treat said personal information as strictly confidential and agree to respect the privacy of each other;

28.4.2 To the extent that the Customer is exposed to or insofar as personal information is disclosed to him/her, the Customer hereby agrees to be bound by appropriate and legally binding confidentiality and non-usage obligations in relation to the said personal information, taking into consideration the POPIA;

28.4.3 Both the Customer and AAC may not directly or indirectly utilise, disclose or make public, in any manner to any person or third party, any personal information, unless such



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information is already publicly known, or the disclosure is necessary in order for any party to perform his/her/its duties in terms of this Agreement;

28.4.4 The above confidentiality undertaking will be applicable

## **29. Assignment**

29.1 ACCU AIR CARGO (Pty) Ltd reserves the right to cede, assign, or transfer any rights and/or obligations arising from this agreement to any third party, at its sole discretion, without prior notice to the Customer (provided such cession, assignment or transfer does not unreasonably prejudice the rights or interests of the Customer). The Customer irrevocably and unconditionally consents to any such cession, assignment or transfer by ACCU AIR CARGO (Pty) Ltd and agrees that AAC is entitled to cede and/or delegate any of its rights and/or obligations under these Terms and Conditions to any person without the consent of or notice to the Customer.

29.2 The Customer acknowledges and agrees that they shall not cede, assign, or transfer any rights and/or obligations under this agreement to any third party without the prior written consent of ACCU AIR CARGO (Pty) Ltd. Any attempt to do so without such consent shall be null and void.

29.3 This clause shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

## **30. Agreement**

**The Customer agrees that these Terms and Conditions of Carriage are fair, just and reasonable taking into account the services which are provided by AAC.**