

TAKEALOT FREIGHT FORWARDING SERVICES TERMS AND CONDITIONS

1. LET'S GET STARTED!

1.1 Welcome Aboard

We're thrilled that you have selected us as your delivery partner! These terms and conditions ("terms") govern the relationship between you (the "Customer") and Takealot Fulfilment Services: Freight Forwarding, a division of Takealot Online (RF) (Pty) Ltd ("we," "us," or "our") for our freight forwarding services. By registering an account and making use of our service you acknowledge that you've read, understood, and agree to these terms.

As we are a South African company, these terms, and our services, are governed by the laws of South Africa.

1.2 What can we do for you

We provide freight forwarding services from various locations to South Africa, helping you import items efficiently and reliably. Our services include: a) receipt and storage of your parcel; b) customs clearance (leave the paperwork to us!); c) international transport by air or sea; d) surface distribution; e) real-time tracking through our online portal; and f) delivery to designated warehouses in South Africa.

2. SHIPPING MADE EASY

2.1 Booking Your Shipment

Planning is everything! Please contact us on freightforwarding@tfsfulfilment.com to book your parcel shipping slot. You will need to secure your booking at least 15 business days before the intended shipping date. This helps us ensure smooth sailing (or flying) of your parcel. We will tell you when and where to drop off your parcel. At drop off, we will check your parcel to confirm that you have complied with these terms. Unfortunately we won't be able to accept your parcel if you have not complied with these terms.

Please take note of the drop off date, if you miss this date you will have to reschedule your booking and will have to pay the fees for both the missed booking and the new booking.

Please refer to our [Shipping Guidelines](#) for details on what items we can accept, parcel size and weight dimensions, packaging requirements and the paperwork you need to provide.

2.2 Providing the Right Information

We play by the rules! We comply with South African laws and international trade regulations to make sure your parcel arrives safely and legally. This includes the South African Customs Control Act, 2014 and any rules from the South African Revenue Service (SARS). You're responsible for giving us all the correct paperwork, tariff codes, and permissions needed for your parcel to clear Customs without any hiccups.

Please provide complete and accurate information about your parcel, including the nature, weight, dimensions, and any special handling or legal requirements. You will also need to select the relevant incoterm applicable. If the information you provide is incorrect and causes issues,

including the inability to ship the parcel, you will still be responsible for the costs we have incurred (which may include penalties or fines) in trying to ship your parcel.

For sea freight, we've got to stick to the rules on weighing shipments under the SOLAS (Safety of Life at Sea) convention. If your parcel is heading to sea, it must be weighed in the manner prescribed by SOLAS. We will weigh your cargo on receipt at origin, and note this on your bill of lading.

2.3 Payment Terms

Our fees are determined by the size, weight and nature of the parcel being shipped, as well as the origin and destination locations.

You will be liable for any duties, VAT, and tariffs (including parcel value tariffs or special duties) imposed by law as determined by the receiving country.

All charges are payable in South African rand within the period agreed under the relevant credit terms you have selected. Payment must be made using one of our available payment options. Should you fail to make payment by the due date, we will be unable to release your parcel and you will be liable for the costs we incur if we cannot release your parcel. These costs include any storage fees and disbursements we have incurred as well as interest on these amounts, charged at 18% per annum.

2.4 Additional Charges

Sometimes unexpected things can come up. We will always do our best to inform you as soon as possible about any additional charges such as duties, levies, or warehousing fees. For full transparency, these will appear as separate line items on your invoice. By using our service you agree that we can incur these costs on your behalf and charge them to you.

2.5 Questions About Your Bill?

If you have any questions about your invoice, or disagree with any charges, please let us know within 7 business days from the date of the invoice. We'll work with you to resolve any disagreements quickly and fairly.

If we make a billing mistake, we will refund the part of our fee affected by our error. Refunds will only apply to issues that are directly caused by us. To help us process this quickly, please send your refund request in writing within 7 business days from the date of our invoice, along with any relevant documents and details to: freightforwarding@tfsfulfilment.com.

We'll refund you back to the same payment method you used, within 30 days after it's confirmed that a refund is due.

2.6 Security

We have the right to hold onto your parcel and any related documents, such as bills of lading and import permits, as security for any money you owe us. This also applies to any refunds, repayments, claims, or recoveries tied to your shipment. You agree that ownership of your parcel or documents will transfer to us should you default in payment. If you do not settle your account promptly, we may take steps to recover the amount owed. This could include selling your parcel/s or documents—either through an auction or another method—at our discretion,

and at your expense. Any remaining proceeds, after covering your debt and our costs, will be paid to you.

3. SHIPPING YOUR STUFF

By using our services, you authorise us to act as your agent. We arrange shipments, customs clearance, or other services with third-party providers on your behalf. This means those contracts will be directly between you and these third parties, and we won't be liable for their actions or mistakes. We reserve the right to collect customary fees for our services. By using our services you indemnify us for any costs or liability resulting from us working as your agent.

3.1 Can We Ship That?

Not everything can travel with us. We can handle most merchandise, but the following items are prohibited: livestock or live animals, precious metals, jewelry, currency, illegal substances or contraband, and undeclared hazardous materials.

We can't ship anything that's restricted or prohibited by South African law, international shipping rules, or our carriers, including hazardous materials. If you're shipping restricted items, you'll need to get special papers ready, pack the items correctly, and label them as required. If this isn't done, we might have to cancel your shipment.

By using our services, you agree to follow all the rules. That means sticking to South African laws, trade sanctions, and international treaties. If something's against the law, we won't ship it—it's as simple as that.

For a complete list of prohibited and restricted items, please check our [Shipping Guidelines](#).

3.2 Pack it Like a Pro

Please ensure that your parcel is packaged properly to withstand ordinary handling and transportation. At the minimum, your packaging should meet the requirements set out in our [Shipping Guidelines](#).

Inadequate packaging can cause damage that we will not be responsible for. If your parcel is not packaged appropriately we may refuse to accept the parcel at the drop off location.

3.3 Track Your Shipment

No more wondering where your parcel is! Through our online tracking portal, you can monitor your shipment's progress from pickup to delivery. You'll receive regular updates and notifications at key milestones. We will also send you a confirmation of delivery once your parcel is delivered.

4. OWNERSHIP, RISK, AND INSURANCE

4.1 Who Owns What and When?

You will remain the owner of your parcel and accept all risks associated with its loss or damage during transit. We assume risk in loss of or damage to your parcel when we have direct control over handling, packaging, loading, unloading, or transporting your parcel.

4.2 Insurance is Essential

We strongly recommend that you get transit insurance for your parcel. While we take every precaution to protect your shipment, international shipping involves inherent risks. We do not provide insurance coverage under our standard service offering, however we can arrange for insurance if you specifically request and pay for it.

4.3 Our Liability Has Limits

We care about your parcel, but our liability is limited, both during transit and for activities outside transit. We are not responsible for indirect or special damages. Unless we are grossly negligent or commit gross misconduct, our liability is capped at the values indicated below. These limits apply regardless of the value of the parcel. This means that we can only reimburse you up to these limits, which is why proper insurance is so important! We strongly recommend arranging your own insurance for full coverage.

In-transit liability:

Our liability for loss or damage while in transit is limited as determined by the relevant international conventions - the 1979 Special Drawing Rights (SDR) Protocol (sea freight), the Montreal Convention (air freight), and the Convention on the Contract for the International Carriage of Goods by Road (road transport), as amended from time to time.

The liability limits available when these terms were published are:

- For sea freight: maximum liability is 666.67 SDR per parcel or 2 SDR per kilogram, whichever is higher.
- For air freight: maximum liability is 26 SDR per kilogram.
- For road transport: maximum liability is 8.33 SDR per kilogram.

Outside transit liability:

For activities that fall outside of transit, like warehousing, storage, handling, or packaging, our liability is capped at twice the cost of our service fee (excluding any extra fees, disbursements or third-party charges).

If something goes wrong and you need to make a claim, you must send it to us in writing within 5 business days of your parcel being delivered, following all applicable national and international rules.

4.4 When We're Not Liable

By using our services, you agree to indemnify us against all claims, losses, damages, and costs suffered by us arising from your parcel, your use of our service and/or your noncompliance with these terms.

We aren't liable for things like indirect or consequential losses (for example, lost sales or missed opportunities); delays caused by events beyond our control (such as force majeure events, customs delays or strikes); transit delays (delivery times are estimates); you not complying with these terms (such as damage due to improper packaging, or loss or damage to prohibited items).

If we can't ship your parcel because these terms weren't followed, you will need to cover any costs we've incurred. If penalties are imposed due to non-compliance with these terms or applicable laws, you will also be responsible for those. To avoid delays, extra costs, or issues, please double-check everything before shipping.

5. CUSTOMS CLEARANCE MADE SIMPLE

5.1 We'll Guide You Through Customs

Customs can be tricky, but we're here to help! We'll assist with customs clearance procedures.

You're responsible for providing us with all necessary documentation for customs clearance. We will do our best to inform you of any additional documents and regulatory requirements when you make a booking.

Please consult the [Shipping Guidelines](#) to understand what documents you will need to provide to us.

5.2 Duties and Taxes

All duties, taxes, and other charges levied by Customs or other governmental authorities are your responsibility. We'll inform you of these charges as soon as they're assessed. These charges will appear as separate line items on your invoice.

6. WHEN THINGS NEED TO CHANGE

6.1 Changing Your Mind?

Change your mind—we get it! However, we need to prepare your shipment in advance, so there are some important timelines to keep in mind:

- You can modify or cancel your booking free of charge within the first 7 days from the date we confirm your booking request.
- If you make any changes or cancel your booking after these initial 7 days you'll be responsible for any out-of-pocket expenses we've already incurred on your behalf, such as carrier bookings, documentation fees, or warehousing costs.

These costs will be clearly itemised on your invoice. We always recommend making a booking only when you're certain, so that you can avoid unnecessary charges.

6.2 Force Majeure Events

Sometimes, things happen that are completely outside of our control. We may suspend or cancel services if events beyond our reasonable control occur ('force majeure events'), including but not limited to natural disasters, strikes, civil unrest, epidemics, or changes in laws. In such cases:

- a) We will notify you as soon as reasonably possible;
- b) We will resume service once the force majeure event has passed; and

- c) You will be entitled to a partial refund for services paid for but not rendered, less any costs we've already incurred on your behalf;

Neither you or us will be liable for any loss or damages arising from a force majeure event.

6.4 Ending the Relationship

We may terminate any booking immediately if: a) you breach any provision of these terms, b) you become insolvent or enter bankruptcy proceedings.

Termination won't affect any rights or obligations that accrued before termination. If we cancel your booking as a result of a) or b) above you will be refunded the amount paid less the costs we have already incurred.

6.5 Updates to These Terms

We may update these terms from time to time, so it's a good idea for you to review the latest version to stay informed. By using our services, you're agreeing to the terms that apply at the time you make your booking.

Need a copy of the current terms? Just let us know, and we'll be happy to send it to you.

7. PROTECTING YOUR INFORMATION

We take confidentiality seriously. Both of us agree to keep the information obtained in connection with these terms and the services confidential.

As part of the booking process, we will have access to your personal information as defined in the Protection of Personal Information Act 2013 (POPIA). We will only use your personal information to the extent required to perform our obligations under these terms, in accordance with the provisions of POPIA.

We may need to share confidential or personal information about you, your parcel or booking: a) for purposes of performing our obligations and/or enforcing our rights under these terms; b) to comply with a law or instruction from a competent authority; c) to pursue legal action; d) with our service providers, subcontractors and agents ("third parties") who help us to provide the services to you; e) with governmental agencies; f) in terms of a court order. By using our services you agree that we can share this information for these purposes.

8. RESOLVING DISAGREEMENTS

If there's a disagreement, we'll first try to resolve it through friendly discussion. To keep the process quick, you must contact us about the issue within 14 business days of noticing it. If we can't work things out, either of us can refer the matter to the Arbitration Foundation of Southern Africa, following its rules. This referral must be made within 60 business days of us failing to resolve the disagreement.

If you have any questions, please reach out to us on freightforwarding@tfsfulfilment.com.

9. FINAL BITS AND PIECES

9.1 The Complete Picture

These terms represent the entire agreement regarding our services. They supersede all prior agreements or understandings regarding our services.

Any reference to 'business days' in these terms means any day other than a Saturday, Sunday, or officially recognised public holiday in the Republic of South Africa. For the purposes of these terms, a business day shall commence at 08:00 and end at 17:00 South African local time.

9.2 If Part of This Doesn't Work

If any provision of these terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

9.3 Waiving Rights

If we don't enforce a provision of these terms, that doesn't mean we're waiving our right to do so in the future.

9.4 Legal Notices

All legal notices should be in writing and delivered by email or registered mail to the addresses we've provided to each other. We will use the information you provide in your booking form and you can use the information below to contact us or send us any legal notices:

Full name: Takealot Fulfilment Services: Freight Forwarding, a division of Takealot Online (RF) (Pty) Ltd

Registration number: 2010/020248/07

Address: 12th Floor, 10 Rua Vasco da Gama Plain, Foreshore, Cape Town, Western Cape, 8001 (Physical address for receipt of legal service, also postal and street address)

Email: freightforwarding@tfsfulfilment.com and copied to legal@takealot.com to constitute formal service

Contact number: 087 362 8000 (Call Centre)

10. YOUR VOICE MATTERS

We want to hear from you! Whether you have questions, concerns, or feedback about these terms or our services, your input helps us to better serve you.

Please contact us at:

Takealot Freight Forwarding Services
Email: freightforwarding@tfsfulfilment.com.

By registering your account with us, and using our services, you confirm that you've read, understood, and agree to be bound by these terms.