



FreightGuard Service Guarantee Terms & Conditions

February 2026

General

1. Unless the Customer has elected that the FreightGuard Service Guarantee is not to apply, Kushesh Express will provide to the Customer a warranty against loss or damage to Goods during the Carriage and while the Goods are in the possession and control of Kushesh Express, 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, or not all.
3. The Customer must pay Kushesh Express the applicable FreightGuard Service Guarantee charge.

FreightGuard Service Guarantee Claims

1. Any claim under the FreightGuard Service Guarantee for damage to or loss of Goods ("Claim") must be submitted by completing the Online Claims Submission Form which can be found on the Kushesh Express website using the relevant URL link as follows:

<https://freightguardintl.my.site.com/s/new-claim?vCarrierPrefix=KEJ>
2. The Customer must notify Kushesh Express in writing of any Claim within the following time limits:
 - a) Where the Receiver has indicated in writing on the consignment note or has records that they have informed Kushesh Express that loss or damage has occurred in respect of the Goods, within fourteen **(14) days** from the date of delivery of the Goods to the Delivery Address;
 - b) In respect of Claims for non-delivery, within **seven (7) days** after the date of dispatch specified for that consignment.
3. The Customer may only make one (1) Claim per consignment.
4. The Customer must provide to Kushesh Express with any Claim, documentary evidence acceptable to Kushesh Express (for example, receipt, valuation or tax invoice) as proof of value of the Goods.
5. Where the customer makes a valid Claim and there are outstanding amounts owed by the Customer to Kushesh Express, Kushesh Express reserves the right to pay the Claim either directly to the Customer or as a credit to the Customer's account.
6. Claims will only be paid by Kushesh Express in respect of any consignment after the Customer has paid all outstanding Freight Charges in respect of that consignment and where the Customer account with Kushesh Express has been paid in accordance with the credit terms extended.

FreightGuard Service Guarantee Limitations

7. 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.
 - b) The maximum amount that may be claimed from Kushesh Express under the FreightGuard Service Guarantee is the lesser of:
 - i. The FreightGuard Service Guarantee Limitation Amount of R15 000,00 (for the avoidance of doubt, where the Customer has opted that the FreightGuard Service Guarantee should not apply, the FreightGuard Service Guarantee Limitation Amount shall be zero); and

- ii. The cost price of the Goods, as supported by documentary evidence acceptable to Kushesh Express (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) VAT will be included in the payment made by Kushesh Express under the FreightGuard Service Guarantee in respect of the value of the goods relating to the claim, supported by documentary proof of the value of the goods.
- e) If any damage claim relating to pharmaceutical goods supplied by Kushesh is approved and paid, the goods must not be resold or returned to circulation and must be destroyed in accordance with all applicable laws and regulations. As a condition of payment, Kushesh must receive an official Certificate of Destruction issued by a licensed provider confirming the product details, batch numbers, quantities destroyed, and date of destruction.
- f) Where an insurer has issued an Agreement of Loss settlement in respect of the Goods, any payment made by Kushesh in connection with the claim may be applied toward the insurer's excess (deductible).

FreightGuard Service Guarantee Exclusions

- 8. Kushesh Express will not be liable for any Claims made by Customers in any of the following circumstances:
 - a) Where the Customer has not selected a level of FreightGuard Service Guarantee to apply to the consignment or has not paid the FreightGuard Service Guarantee charge;
 - b) Where the Customer fails to submit the Claim to Kushesh Express within the relevant time limits set out above;
 - c) Where Kushesh Express is in possession of an unendorsed proof of delivery form for the consignment.
 - d) Where the Goods consigned are Excluded Goods, where "Excluded Goods" means each of the following items: -
 - i. Dangerous, hazardous, combustible or explosive materials, gold and silver bullion, coin, dust, cyanides, precipitate or any form of un-coined gold and silver ore, bullion, platinum and other precious metals, precious and semi-precious stones including commercial carbons or industrial diamonds, currency (paper or coin) of any denomination or nationality, negotiable securities, stocks, bonds, certificates, un-cancelled postage or revenue stamps, war savings or thrift stamps, blank or endorsed bank cashiers cheques, money orders or travellers cheques, antiques, pictures, livestock or plants.
 - e) Where Kushesh Express in its reasonable opinion considers the Packaging of the Goods to be inadequate for air or 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 Kushesh Express to have been defective prior to the Carriage;
 - e) Where damage, mechanical failure or other operational defect in the Goods could not, in the reasonable opinion of Kushesh Express, have been caused by the Carriage;
 - f) Where Kushesh Express fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of Kushesh Express own employees or those of others and whether or not Kushesh Express 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 Kushesh Express.
 - g) Where the goods have been lost or damaged as a result of insurable events such as derailments, collisions, overturning, forced entry of vehicles and premises, armed robbery, or hijacking.
 - h) Where the Goods have not been packed in the original manufacturer's packaging or the equivalent;
 - i) Where the Delivery Address is a post office box, a roadside drop or postal mailbox.

Amendments to Terms and Conditions of Contract

- 9. Kushesh Express reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.