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## **COMMERCIALS CONDITIONS OF CARRIAGE:**

### **Levine Namtrans Movers (Pty) Ltd t/a Namtrans:**

The following conditions will apply to each and every order, whether verbal, written or otherwise placed on and accepted by the carrier whether present or future and whether specifically referred to in such order or not and no order shall be executed otherwise than in terms hereof.

#### **1. DEFINITIONS**

- 1.1. "the company" means Namtrans.
- 1.2. "the client" means the consignor / consignee.
- 1.3. "the goods" means the subject matter of the consignment appearing on the face the Waybill / Invoice / Delivery Note / load confirmation sheet and / or any other company documentation.

#### **2. CHARGES**

- 2.1. If the goods are consigned "pre-paid", payments shall be due by the client to the company immediately against the client's issue of instructions to the company, unless credit facilities, confirmed by the company in writing, have been arranged.
- 2.2. In the absence of credit facilities, the company will only execute the warehousing, transport and delivery of the freight, once the pre-pay charges have been paid.
- 2.3. If the goods are consigned "collect" the company will request payment from the consignee, but if full payment is not forthcoming for any reason whatsoever, the client on request shall pay the company's charges.
- 2.4. Where the company applies, unilaterally, a general increase to its freight rate or a general surcharge in respect of increased costs, and such increase or surcharge shall apply to all transactions and shall be accepted by the client on condition that the company has notified the client of such increase or surcharge.
- 2.5. Any quotation, deviating from the normal standard rates applicable to the type of transport in question, to bind the company, shall be given in writing and shall lapse if not taken up within 7 days thereafter. Any specially quoted rate shall be subject to rates increases and surcharges.
- 2.6. The client agrees to pay interest on overdue and unpaid charges to the company at a rate always equivalent to the ruling bank overdraft rates as applied by the company's bankers.

### **3. INSTRUCTIONS**

3.1 The client shall ensure that the face of Waybill / Invoice / Delivery note is properly completed in every respect and shall be bound by the accuracy of descriptions, values and any other particulars furnished thereon and shall be deemed to have indemnified the company against all claims, penalties, damages, expenses and fine howsoever arising from any inaccuracy or omission.

### **4. CUSTOMS CLEARANCE**

4.1 The client appoints the company as their client's agent solely for the purpose of clearing and entering the shipment through customs. If the company subcontract this work, the client certify that the company are the consignee for the purpose of designating a customs broker to perform customs clearances and entries. If any customs authority requires additional documentation for the purpose of confirming the import/export declaration or our customs clearance status is the client's responsibility to provide the required documentation at your expense.

4.2 The client certify that all invoices and information provided relating to the exportation and importation of the shipment will be true and correct. The client acknowledges that in the event that you make untrue or fraudulent statements about the shipment or any of its contents you risk a civil claim and/or criminal prosecution for any penalties which include forfeiture and sale of your shipment. To the extent that the company may voluntarily assist the client in completing the required customs and other formalities such assistance will be rendered at the client's sole risk. The client agrees to indemnify the company and hold the company harmless from any claims that may be brought against the company arising from the information the client provide to the company and any costs the company will incur regarding this and pay any administration fee the company may charge the client for providing the services described in this condition.

4.3 Any customs duties, taxes (including but not limited to VAT if applicable), penalties, storage charges or other expenses the company incur as a result of the actions of customs or other governmental authorities or the client's failure and/or the receiver's failure to provide proper documentation and/or to obtain the required licence or permit the company be charged to the client or the receiver of the shipment. In the event that the company decide to charge the receiver and the receiver refuses to pay the incurred charges the client agree to pay them to the company together with our fee for the administration involved as well as any extra costs the company will incur. Upon the companies first request the client will provide a proper guarantee for any of the duties, taxes, penalties, storage charges or any other expenses set out in this condition.

4.4 The company will endeavour to expedite all customs clearance formalities for the client's shipment but are not liable for any delays, losses or damage caused by interference from customs officers or other governmental authorities.

## **5. PACKAGING**

5.1. The client shall ensure that the goods are properly and sufficiently packed and securely contained, having regard to the nature and fragility of the goods and the danger of leakage of any substance or gas there from.

The client shall also make sure that all inner parts, sections or accessories are properly secured and packaged. Should there be 'self-inflicted' damage from parts, sections or accessories against other parts Namtrans will not be held liable for any damages.

5.2. The client shall properly mark the parcel or container to show:

- i. an accurate description of the goods.
- ii. the name and street address of the consignee/receiver, and
- iii. the name and address of the consignor/sender.

5.3. The client hereby indemnifies the company, holding it harmless and fully covered in respect of any damage the company may sustain and in respect of any claim made against it by the owners and / or consignors of other goods because of the client's failure to ensure proper and sufficient packing of its goods or as a consequence of having furnished an inadequate description of such goods.

5.4. The transporter does not accept transfer of ownership for any packaging material, including pallets, bins, totes, etc. unless otherwise agreed in writing.

## **6. DANGEROUS OR HAZARDOUS GOODS**

6.1 Unless otherwise agreed to in writing, the consignor warrants that the goods are fit for carriage in the ordinary way and are not dangerous or fragile and do not require special purpose vehicle for their conveyance.

6.2 In the event of the consignment of dangerous goods, as defined under aforesaid regulations, the client undertakes:

6.2.1 to notify the company on or prior to delivery to it, or

6.2.2 collection by it, of the precise nature and quantity of goods; and

6.2.3 that the goods have been packed and labelled in accordance with the aforesaid regulations.

6.3 Notwithstanding anything to the contrary herein contained or implied, the client hereby indemnifies and holds the company harmless and fully covered in respect of any damage that the company may suffer, or any claim which may be made against it as a consequence of the consignment of dangerous or hazardous goods, howsoever arising even if the damage or claim is not attributable to the negligence of the client.

6.4 If in the opinion of the carrier any consignment or portion thereof ( whether declared unfit for ordinary carriage or dangerous or not) becomes a danger to any person or property or otherwise unfit for carriage the carrier shall be entitled to immediately, and without notice to the consignor, to dispose of the goods in question or to take such other steps as in its sole

discretion it deems prudent to avert the danger or to avoid the consequences of such unfitness and any such disposal steps shall be deemed to be work done under this contract.

6.5 The carrier shall be deemed to have performed in terms of the contract and shall be entitled to payment of its full charges and costs including any costs incurred by it in disposing of such goods or taking other steps.

## **7. STORAGE**

7.1. If for any reason, through the fault of the consignee / client, there is a delay prior to transportation or in the delivery of the goods therefore, the goods shall be stored by the company who shall be entitled to raise storage charges. Charges shall be payable by the client on request. The company's standard storage rates will apply.

7.2. Any goods stored by the company shall be stored at the risk of the client and the company shall not be responsible for any loss or damage howsoever arising, even if such loss or damage is attributable to the negligence of any employee or sub-contractor of the company.

## **8. C.O.D. DELIVERIES**

8.1. It is not usual policy of the company to collect payment from a consignee on behalf of a client.

8.3 Should the company agree to transport goods for the client on a C.O.D basis the goods will not be delivered until full payment have been made. Should payment not be received by the time of delivery the client will be responsible for all re-delivery or storage charges until full payment is received.

## **9. SUBCONTRACTS, COMMISSION & ALLOWANCES**

9.1. The company shall be entitled to contract with any airline, rail or road carrier service, or any other third party with regards to the carriage and storage of the goods.

9.2. The company may receive any commission, allowance or other remuneration from any third party in the course of the carriage, storage and handling of the goods and it shall not be obliged to account or disclose any such benefit to the client.

## **10. SPECIAL & GENERAL LIEN & PLEDGE**

10.1. All goods and documents relative thereto, in addition to any refunds, payments, claims and other recoveries relative thereto, are subject to a special and general lien and pledge in favour of the company as a security for all amounts and charges due to it by the client, irrespective whether the client's liability relates to the goods so held or otherwise.

10.2. Subject to the notice under 10.3, if any payment to the company is due unpaid, the company may sell the goods in its possession by private treaty or public auction, at its sole discretion to any third party and for any consideration which the company deems appropriate, and thereafter to apply the proceeds of such sale in the reduction or discharge of the client's liability to the company.

10.3. Before selling the goods under 10.2, the company shall first send to the client a notice, by registered post, of its intention to sell the goods if the due payment is not made within 14 days of the date of dispatch of the notice.

10.4. Whilst any goods are being stored by the company in the exercise of the company's lien and/or pledge, the company shall be entitled to raise storage charges thereon. Our company's standard rates for storage will apply.

## **11. UNIDENTIFIED & UNCOLLECTED GOODS**

11.1. Subject to 11.2, the company may sell or otherwise dispose of any goods, in a manner and for such consideration (if any) if, as the company deems appropriate, where:

11.1.1. the goods cannot be delivered since the consignee and/or its address cannot be identified, or

11.1.2. the consignee refuses to collect or take delivery of the goods, for any reasons.

11.2. Before the sale or disposal of such goods, the company shall send notice by registered post to the client calling upon it to give clear instructions within a period of 14 days as from the date of dispatch of the notice.

11.3. Where the client cannot be identified, making it impossible for notice to be given under 11.2, then the company may sell or dispose of the goods under 11.1 after they have been unclaimed after a period of 24 days from the date upon which the goods were received by the company.

## **12. LIABILITY FOR TOTAL LOSS**

12.1 Goods In Transit (GIT) insurance to the value of N\$/R 2,000,000 per load is offered for all freight carried on any of our vehicles against losses caused by accidents, fire, storms and flooding. In case of a consolidated load, losses will be recoverable proportional to the value of the load, but not more than N\$/R 2,000,000 in total. This cover excludes precious metals, stones, bank and/or treasure notes, bullion, money, stamps, explosives of all kinds and livestock.

12.2. If any consignment has been insured (see optional insurance: paragraph 14), then the company may be liable to the client for any damage or loss sustained, but even then: -

12.2.1. The maximum compensation recoverable from the company shall be limited to the amount actually received from it by its insurers.

12.2.2. It shall not be permissible for the client to institute any legal proceedings against the company until such time as the company is in receipt of payment from its insurers in respect of the claim; and

12.2.3. The client shall not be entitled to withhold payment of the charges raised by the company pending resolution of any claim against the company's insurers.

### **13. EXCLUSIONS OF LIABILITY**

13.1 The company will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of opportunity even if the company had knowledge that such damages or loss might arise or for any indirect, incidental, special or consequential damages or loss howsoever arising including limitation breach of contract, negligence, wilful act or default.

13.2 The company are not liable if the company do not fulfil any obligations towards you at all as a result of:

13.2.1 Circumstances beyond the companies control such as (but not limited to): war, latent defects, inherent vice and embargos.

13.2.2 The clients acts or omissions or those of third parties such as you being in breach of (or any other party claiming an interest in the shipment causing you to breach) the client's obligations under these terms and conditions. An act or omission of any customs, security, airline, or government official.

13.2.3 The contents of the shipment consisting of any article that is a prohibited item even though the company have accepted the shipment according to the description on the invoice.

13.2.4 The company's refusal to make any illegal payments on the client's behalf.

13.2.5 Allegations or claims relating to the spread of infectious disease (Covid 19). It is of utmost importance that all customers and employees of Levine Namtrans Movers cc safeguard themselves, by wearing masks, sanitizing, and keeping social distance at all times.

### **14. LEGAL**

The Client shall be liable for all legal costs which the company may incur in the enforcement of its rights in terms of this agreement, including collection fees and tracing charges if the clients does not honour the terms of this agreement with regards to the Companies credit terms.

### **15. OPTIONAL INSURANCE**

14.1. It is the client's responsibility to effect insurance in respect of any loss or damage to the goods or services over and above the cover offered in paragraph 12 above to which this agreement relates, and in so doing the client shall nominate the carrier as co/insured in the policy.

14.2. Should the client require such insurance for goods handed to the company, the company can provide such insurance:

14.2.1. To the value of the invoiced value of the goods, excluding any taxes, permits or any other fees, penalties or indirect cost at a rate of 2.5% of the invoiced value of the goods, or

14.2.2. do so in terms of a specific written agreement between the company and the client.

14.2.3. The written agreement will specify the type of insurance, the maximum liability of the company per event and/or per claim and/or per consignment, what is included and what is excluded under the insurance and the typical value and method of packaging of consignments.

14.2.4. The agreement will also specify the cost/tariff payable for such insurance as well as the method of payment.

## **16. VOLUMETRIC CONVERSION FACTOR**

16.1. Shipments are charged at the greater of either the actual or volumetric mass.

16.1.1. Volumetric mass calculation: (length cm X breath cm X height cm)/5000.

## **17. FUEL SURCHARGE**

17.1. A fuel surcharge is applied to all transactions except for airfreight.

17.2. As the price of diesel increase or decrease in the countries travelled to render the service, this surcharge will be adjusted.

17.3. The minimum level for the adjustment is 0%.

## **18. CLAIMS**

18.1. Procedure and processes to be followed in the event of a short delivery (loss) or damaged goods:

18.1.1. Waybill(s) should be endorsed at time of delivery and a claim must be submitted within 7 days of receipt of cargo by email of the intended claim. Alternatively, NAMTRANS should be notified via email of a claim with reason why waybill have not been indorsed.

18.1.2. A copy of NAMTRANS delivery note (proof of delivery) and a tax invoice stipulating the complete and total value of goods must be attached to the claim.

18.1.3. Full details of what caused the claim.

18.1.4. Full name, phone/email contact details.

18.1.5. Customer reference number (if applicable) with NAMTRANS.

18.1.6. Damaged cargo should be returned to NAMTRANS before any settlement to be considered.

18.1.7. NAMTRANS aims to provide you with a satisfactory response within 10 working days.

18.1.8. **Please submit your claim in writing to:**

[werner@namtrans.com](mailto:werner@namtrans.com) , [reception@namtrans.com](mailto:reception@namtrans.com) and [willem@namtrans.com](mailto:willem@namtrans.com)

## **19. TERMS OF PAYMENT**

19.1. The client undertakes to pay the company for services rendered in terms of the company's conditions of credit.

19.2. In the event of the client electing to suspend the service provided by the company, the client shall be liable to pay all outstanding monies to the company on demand.

19.3. In the case of a dispute for any transaction that may arise, the client undertakes to pay all outstanding invoices for services rendered for which there are no disputes applicable. Only the transactions for which a dispute may arise, payment may be withheld for that transaction only and until the matter is resolved.

19.4. All disputes must be resolved within 30 days after the transaction was completed. If a dispute or query is not resolved within 30 days after the transaction was concluded, the transaction will be deemed fit and payment will be required no later than the agreed payment / credit terms.

**20. DEMURAGE**

20.1. The consignor shall be liable for any detention or delay of the carrier's vehicles, containers, bins, etc., caused by, but not limited to, inaccurate customs declarations, failing to load or offload vehicles on time without prejudice to the carrier's rights against any other person.

20.2. The consignor shall pay demurrage at a reasonable rate in respect of any vehicle, containers, bins, etc., so detained or delayed.

**21. AUTHORITY**

21.1. The signatory of the company's waybills on behalf of the client warrants that the person so signing has full authority of the client to conclude agreements of this nature under the conditions of business as described by the company in these conditions of carriage

**22. THE WHOLE AGREEMENT & VARIATIONS**

22.1. The terms and conditions contained herein, the terms and conditions of credit and the material and details completed on the face of each of the company's waybills/invoices, by the client comprise the whole agreement between the client and the company.

22.2. No verbal arrangement or agreement between the client and any employee of the company, purportedly on behalf of the company, at variance with the terms and conditions herein, or to modify such terms or include additional terms will be binding unless they are confirmed by the company in writing.

**23. NON-PREJUDICE CLAUSE**

23.1 Prior extension, indulgence or other relaxation by the company of its rights hereunder shall not prejudice the future exercise of such rights or constitute a waiver thereof.

Signed in \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Client signature: \_\_\_\_\_

Levine Namtrans Movers (Company) signature: \_\_\_\_\_