

TERMS and CONDITIONS

2026-09-14

These Terms and Conditions govern all agreements and services rendered between **Open Road Carriers (Pty) Ltd** (hereafter referred to as THE COMPANY) and its customers to the exclusion of any other terms provided by a customer and no variation, alteration or waiver of these terms shall be binding unless reduced to writing and signed by a director of THE COMPANY.

Scope of Services:

- a) THE COMPANY agrees to provide flatbed transport logistics services for the carriage of vehicles from the point of collection to the designated delivery location as specified in the dispatch document.
- b) The customer shall ensure that the vehicle is ready for loading on the agreed date and that all necessary documentation is fully and correctly prepared.
- c) THE COMPANY reserves the right to subcontract any part of the services to third parties, provided that such subcontracting does not relieve THE COMPANY of its obligations under these Terms.

1. order placement and planning

- 1.1. Quotes are based on the specific description of the vehicle provided by the customer and THE COMPANY reserves the right to adjust the quote in the event of such information being incomplete and/or inaccurate, unforeseen delays and route variations and fluctuations in fuel prices.
- 1.2. All quotes are valid for 7 days and are merely estimates of the final amount payable to THE COMPANY which amount can only be determined and finalised upon issuing by THE COMPANY of its final invoice. All quotations / estimates shall be subject to the terms and conditions printed thereon.
- 1.3. Orders will only be confirmed on receipt of a completed and signed booking form, as well as Proof-of-Payment, or a valid Purchase Order (account holders only).
- 1.4. We do not accept cash. Payment to be made by EFT into the account nominated on the quote, or credit/debit card payments at the JHB, DBN and CT depots.
- 1.5. All payments are to be made in full, without deduction or off set. Proof of payment must be emailed to the company. Payment shall only be deemed to have been received once it reflects in the said nominated account.

2. schedules

- 2.1. Collection/delivery dates and times are estimated times only. Due to conditions beyond our control including but not limited to, traffic flow, road closures, adverse weather conditions, impassable or dangerous roads or bridges, mechanical breakdowns, THE COMPANY will be entitled to delay the departure date/time and/or deviate from the planned route.
- 2.2. Final collection and delivery times can only be committed on the day of collection / delivery respectively.
- 2.3. Any committed date on a long-distance collection/delivery is subject to 2-3 working days contingency for unscheduled delays. THE COMPANY will **not be liable for any incidental or consequential costs** incurred by the customer directly or indirectly because of such delays.

3. collection / delivery address

- 3.1. Due to the limitations of suburban roads which include, but not limited to, narrow streets, sharp bends, steep hills, cul-de-sac's, townhouse complexes and low trees, door-to-door services are not always possible. In such instances THE COMPANY will arrange to meet at the nearest convenient access point for collection/delivery.
- 3.2. Carriers are not authorised to enter airports, high risk or restricted areas.
- 3.3. For vehicles collected from our depots, the appointed person must be identified and his/her ID provided in advance. The appointed person will be required to present a valid and corresponding ID before the vehicle will be released.
- 3.4. The onus is upon the owner to supply full and correct collection and delivery details to THE COMPANY in terms of its administration requirements. **THE COMPANY will not be responsible for any loss or damage in respect of incorrect delivery of the vehicle due to incomplete or incorrect details being supplied.**
- 3.5. If loading or unloading is delayed due the customer's absence, lack or access or incomplete documentation, the customer shall be liable for standing time charged at THE COMPANY's standard hourly rate.
- 3.6. The customer or their duly authorised nominee ("the Recipient") shall be required to be physically present at the designated delivery address at the agreed time to receive and inspect the vehicle and if the customer is not present, THE COMPANY shall be entitled in its sole discretion to unload and leave the vehicle at the designated delivery address, or at the nearest point considered safe and secure by THE COMPANY's driver or return the vehicle to THE COMPANY's nearest depot or secure

storage facility, subject to the customer being liable for all additional transport, handling, and storage costs incurred.

Save for instances of proven gross negligence on the direct part of THE COMPANY, it shall bear no liability whatsoever for any loss, theft, hijacking, destruction, or damage incurred to the vehicle, its components, or its contents, arising directly or indirectly from the fact that the customer or their duly authorised nominee was not present to receive and secure the vehicle.

4. vehicle condition

- 4.1. The customer is either the owner of the vehicle or is fully authorised by the owner to enter into this agreement and bind the owner to its terms and conditions.
- 4.2. Any existing damage including, but not limited to, dents, scratches and chips must be recorded prior to the vehicle being loaded onto the carrier and recorded on the vehicle inspection checklist and signed for by the client or designated representative.
- 4.3. The client must ensure that the vehicle is in a clean condition before collection of the vehicle and ensure that the vehicle is fit for transportation. Any defects that are on the vehicle shall be pointed out to THE COMPANY representative before handing the vehicle over.
- 4.4. Vehicles are transported on open carriers, unless otherwise stated, and may thus be exposed to current weather conditions. THE COMPANY will not be liable for cleaning costs of any vehicle that got dirty whilst in transit.
- 4.5. Please ensure that at least one complete set of keys is given to the driver to accompany the vehicle during transit.
- 4.6. Vehicles may not be covered during transit, and the steering wheel, driver seat and controls must be fully accessible to drive the vehicle on/off a carrier.
- 4.7. Vehicles listed as RUNNERS must be in a 100% roadworthy and serviceable condition: battery charged, licensed, tyres inflated and filled with at least a 1/4 tank fuel - i.e. capable of being driven to/from our nearest depot or carrier.
- 4.8. Vehicles listed as NON-RUNNERS must be:
 - 4.8.1. on all 4 wheels,
 - 4.8.2. rolling and steering freely
 - 4.8.3. accessible by an auto carrier (horse & trailer) for loading,
 - 4.8.4. provided and left in NEUTRAL (automatic gearbox), for the duration of the relocation.
- 4.9. Caravans/trailers towed on wheels shall be 100% roadworthy: i.e. licensed, wheel bearings and brakes serviced, tyres < 5 years old. If cleared for on-wheels towing by the customer, THE COMPANY will not be liable for any damages, or consequential recovery costs, resulting from bearing or tyre failures during such on-wheels transit.
- 4.10. Unless declared prior to quoting, THE COMPANY reserves the right to not load a vehicle if it is deemed unsafe due to fluid leakage/spillage, or parts/panels not properly secured. 100% Cancellation fees may apply.
- 4.11. The customer is responsible for the integrity of his vehicle. Damages to other vehicles resulting from fluid spillages or parts dislodged from their vehicles during transit, may be claimed from the customer.
- 4.12. Fuel levels should preferably be kept to a minimum to save weight.
- 4.13. All additionally fitted accessories to the vehicle (Non-OEM and/or Standard), including but not limited to bull bars, tow bars, canopies and roof racks, wind deflectors, sun shields, bonnet shields, stone guards, wheel arches, body kits, low bumpers, etc, must be disclosed to THE COMPANY prior to finalization of the quote.

5. personal and loose items

- 5.1. NO personal items or registration documents (eNATIS / logbooks), other vehicle's own tools & books, may be left in a vehicle during transit. If personal items are found during loading, THE COMPANY reserves the right to either remove such personal items, or decline to load a vehicle, with up to 100% cancellation fees applied.
- 5.2. **THE COMPANY will not be held liable for loss of any loose items/luggage/goods left in the vehicle.**
- 5.3. On non-running vehicles, loose spares (engines/gearboxes/body panels) must either be packed inside the vehicles by the customer and transported at his/her own risk or must be sent separately by courier.
- 5.4. NO racing fuel or any other hazardous substances may be transported - whether in the fuel tank of a vehicle or in loose cannisters.

6. Lien

- 6.1. THE COMPANY shall have a **special and general lien** over the vehicle and any accompanying documentation in its possession as security for all monies owed by the customer to THE COMPANY from whatever cause or howsoever arising.
- 6.2. If the customer fails to pay outstanding monies and/or charges within 30 days of a written demand, THE COMPANY shall be entitled to sell the vehicle by public auction or private treaty to recover such amounts owed, in accordance with all applicable laws and legislation.

7. GIT insurance cover and exclusions

- 7.1. THE COMPANY maintains standard Goods-in-Transit (GIT) insurance. However, this insurance is subject to specific exclusions, deductibles and limitations as is set forth hereunder.
- 7.2. The customer is advised and required to maintain their own comprehensive motor vehicle insurance covering the vehicle while in transit.
- 7.3. Maximum GIT cover offered on any individual vehicle is R3.5m for dealerships, or R1.0m for any other customers - subject to terms & conditions below.
- 7.4. GIT insurance covers damages/losses resulting from transit-related incidents, including fire, hijacking, theft, collision, overturning and flooding.
- 7.5. For private vehicles, GIT cover only applies if the vehicle is comprehensively insured by its owner.
- 7.6. Cover explicitly excluded from GIT insurance: stone chips on body/windscreen, small scratches (not visible on pictures taken by regular cell phone or similar camera), or damages resulting from hail or lightning.
- 7.7. Pre-existing damages, as well as damages to, or because of the failure of, aftermarket (i.e. non-standard) components and fittings (e.g. wind deflectors, sun shields, bonnet shields, stone guards, wheel arches, body kits, low bumpers, front and rear spoilers, scoops, and lowered suspensions etc.), are not covered by our GIT insurance.
- 7.8. Vehicles excluded from GIT cover: any vehicles older than 10 years, racing- / non-running- / accident damaged- / non-standard- / built-up vehicles, as well as boats carried on trailers.
- 7.9. In the event of a GIT claim, excess is payable by customer: Basic excess: 10% of claim, minimum R15,000 | Theft & hijack excess: 20% of claim, minimum R20,000.
- 7.10. THE COMPANY does not offer courtesy transport whilst a vehicle is being repaired under a GIT damage claim.

8. damages and limitation of liability:

- 8.1. **All services are performed entirely at the sole risk of the customer.**
- 8.2. **THE COMPANY shall not be liable for any claim of whatsoever nature (whether in contract or in delict), howsoever arising unless such claim:**
 - 8.2.1. **arises from a grossly negligent act or grossly negligent omission on the part of THE COMPANY or its employees; and**
 - 8.2.2. **arises at a time when the vehicle in question is in the actual custody of THE COMPANY and under its actual control.**
- 8.3. **Notwithstanding anything to the contrary contained in these trading terms and conditions, THE COMPANY will not be liable for any indirect and consequential loss arising from any act or omission or statement by THE COMPANY, its agents, servants or nominees, whether negligent or otherwise. In those cases where it is found by a court of competent jurisdiction that damages or losses were the direct cause of the gross negligence or wilful misconduct of THE COMPANY, its liability shall strictly be capped to double the amount of the fees raised by THE COMPANY for its services in connection with the vehicle, but excluding any amounts payable to sub-contractors, agents and third parties.**
- 8.4. **Specifically, and without in any way limiting the generality of the aforementioned, THE COMPANY shall not be liable for:**
 - 8.4.1. **any mechanical or electrical failures detected after transportation that are unrelated to the mode of transport, or the method of securing the vehicle during transport.**
 - 8.4.2. **any damages directly or indirectly resulting from the use of a forklift or winch to handle, move, load or offload a vehicle by THE COMPANY or third party.**
 - 8.4.3. **damages arising from an act of God, extreme weather (including hail or floods) or lightning, road debris, stone chips, windshield cracks sustained during transit, civil commotion, riots, strikes, hijacking, armed robbery or looting, latent mechanical or structural defects of the vehicle itself and fire or accidental damage.**
- 8.5. **In the event of a vehicle being damaged and THE in its sole discretion and without prejudice to any of its rights, electing to repair such damage, THE COMPANY shall within its sole and absolute discretion elect where the vehicle is to be sent for repair.**
- 8.6. **The customer undertakes that no claim shall be made against any director, employees or employee of THE COMPANY which imposes or attempts to impose upon him any liability in**

connection with rendering of any services which are the subject of these trading terms and conditions and hereby waives all and any such claims.

- 8.7. **THE COMPANY** will not be liable for any accidental personal E-Tag transactions, and queries should be referred to SANRAL which shall remain the sole responsibility of the customer.

9. claims notification and time bar

- 9.1. The customer shall inspect the vehicle for any damages, both at collection and at delivery, and sign off the inspection report on presentation. Any damages observed must be noted on the inspection sheet and reported to **THE COMPANY's** call centre within 24 hours after receiving the vehicle.
- 9.2. In the absence of such reporting, it shall be deemed prima facie proof that the vehicle was delivered in good, undamaged condition.
- 9.3. Any claim against **THE COMPANY** shall be completely extinguished, time-barred, and become utterly unenforceable unless reported timeously in strict compliance with clauses 9.1 and legal proceedings (consisting of the issue and service of a Summons) are formally instituted by the Customer against **THE COMPANY** within 12 months, calculated from the date of delivery or the date on which the vehicle ought to have been delivered.

10. force majeure

THE COMPANY shall not be liable for any delay in performing its obligations where such failure results from a Force Majeure event including but not limited to natural disasters, government interventions, road closures, protests, fuel shortages, port closures or infrastructure collapse.

11. additional fees

- 11.1. Storage may be charged on vehicles left at our depot by customers prior to the agreed loading date, vehicles left at our depot by customers awaiting collection, and vehicles left at our depot awaiting transfer to the harbour for export purposes.
- 11.2. First 3 workdays of storage will be free of charge. Thereafter a daily rate of R175 incl. VAT will apply.
- 11.3. **THE COMPANY** will confirm availability of the customer and readiness of the vehicle prior to dispatching a truck/driver for collection/delivery. Should the customer cancel, after a truck/driver has been dispatched, or the customer or vehicle is not available as per agreed arrangement when the truck/driver arrives at the address, such call-out shall be deemed as a cancellation, for which a failed call-out fee may be charged, subject to specific abortive conditions at the time.
- 11.4. Standing time because of customers delaying pre-arranged collection/delivery may be charged at R500 incl. VAT per 1/2-hour.
- 11.5. Cancellations must be done in writing by the signatory of this booking form. Cancellation fees may apply as follows:
- 11.5.1. Cancellation less than 12 hours prior to collection of a vehicle – 75% of total price quoted will be forfeited.
- 11.5.2. Cancellation 12 to 24 hours prior to collection of a vehicle – 50% of total price quoted will be forfeited.
- 11.5.3. A minimum handling fee of R575 incl. VAT shall be charged on any cancellation.

12. applicable law and jurisdiction

- 12.1. This agreement shall be governed by and construed in accordance with laws of the Republic of South Africa.
- 12.2. The parties consent to the jurisdiction of the Magistrates court having jurisdiction of the matter, notwithstanding that the value of the claim otherwise exceed the monetary jurisdiction of that court.

13. domicilium:

The parties choose as their domicilia citandi et executandi (address for service of legal notices) their respective physical and email addresses as set out in the Transport Booking Form / Invoice to which these terms are attached.

14. general:

- 14.1. If any provision of these terms is found to be invalid or unenforceable by a court, the remaining provisions shall continue in full force and effect.
- 14.2. No relaxation or indulgence granted by **THE COMPANY** shall constitute a waiver of its rights.