

# Claims Policy

## A. Terminology

1. **The Provider (Parcelspot):** arranges the Transport Service with the Carrier in respect of the Consignment.
2. **Client:** natural or legal entity ordering services with the Provider.
3. **Consignment (Shipment, Parcel, Goods, Package):** the goods that form the subject matter of the Transport Service as ordered by the Client through the Ordering System.
4. **Carrier:** entity different from the Provider, specialized in external transport or is a courier company, which physically transports the Consignment and is mediated by the Provider.
5. **Transport (Transport Service, Transportation, Carriage):** service provided by the Carrier. This means receiving, shipping and delivering the Consignment.
6. **Recipient:** person / entity designated as such on the Transport Waybill or Label, to receive the Consignment.
7. **Sender (Consignor):** actual person handing over a Consignment to a Courier.
8. **Courier:** a Carrier employee who delivers the Consignment.
9. **Domestic Consignments:** consignments transported exclusively within a given country.
10. **International Consignments:** consignments transported between two different countries.

## B. Important Provisions

1. Complaints may be lodged on the condition that the Client has provided the Carrier with a parcel that meets the packaging conditions as per the general [Terms and Conditions](#). If the package is not sufficiently packed according to the conditions as mentioned, the Provider reserves the right to refuse the shipment and to also refuse to submit a complaint according to the complaints procedure. It is recommended that the Client follows the [packaging instructions](#) correctly.
2. Packages labelled as "Fragile" are handled very carefully and cautiously by the Carrier but this does not increase the Carrier's or the Provider's liability for any damage to the shipment. The Client is obliged to package shipments in a manner that is adequate to transportation conditions and the Carrier guarantees that the contents of the package remains undamaged.
3. The Client must use the appropriate packaging to support the parcel contents. No claims for damages will be considered if the package was damaged during transportation, but was also insufficiently packaged. Damage to Consignments cannot be claimed for, if packed only in, for example, foil or cling wrap.
4. Compensation for damages is not possible when damage occurs to enamelled or painted surfaces (i.e. peeling, scratches, abrasions). For shipments with fragile contents (glass, porcelain, bottles, injections, infusions, etc.), neither the Provider nor the Carrier will be liable for any damage claims if the package has been damaged (even if any part of the contents have been damaged in any manner).
5. Neither the Provider nor the Carrier will be liable for any indirect, consequential, special and / or punitive damages, including, without limitation, loss of revenue or profits, in any way arising out of or related to the partial and / or total damage, destruction and / or loss of a parcel and / or the contents thereof..
6. In the event of a gross breach of the [Terms and Conditions](#) (such as sending goods that are on the [Prohibited List](#)), if insufficient consignment packaging subsequently leads to any damages to other consignments or to the property of the Provider or the Carrier, the Provider reserves the right to claim full compensation for the damages caused from the Client.
7. The Client cannot claim for a delayed collection or a delayed delivery of a shipment. The Client cannot claim for a shipment if the Recipient refuses to accept the Consignment or if the Recipient cannot be contacted at the address.

## C. Claims Process

1. The Claims procedure is based on the general [Terms and Conditions](#). Claims must be submitted by means of submitting the consignment details on the [Claim Form](#).
2. After reporting a complaint in writing, the Provider will confirm the receipt of the claim and specify the necessary documents to be submitted for the claim to be processed. The Client must provide all such documentation before the claim will be processed. The Provider will send a statement with the result of the complaint to the Client's email address.
3. Obvious violations or damage to the packaging must be recorded immediately upon delivery of the Consignment. The damage or partial loss of the contents of the Consignment must be written in the damage registration section on the shipper form.
4. The damage registration is not a claim for damages.
5. Claims for damages that are not apparent upon delivery must be made within three (3) to seven (7) working days

- after the delivery of the package, failing which, the package will be deemed to have been delivered free of damage and the claim period for damages shall expire.
6. A Domestic Consignment will be deemed to be lost if it does not arrive at the domestic destination as indicated on the Transport Waybill or Label within fourteen (14) days of the expected delivery date. Save in the event of a *force majeure*, an International Consignment will be deemed to be lost if it does not arrive at the international destination within thirty (30) days of the expected delivery date.
  7. Other claims are subject to a thirty (30)-day limitation period.
  8. Claims not completed and for which complaint documentation is not received within ten (10) business days of receipt by the Provider, will be discontinued and cannot be reapplied for.
  9. The Provider will investigate the complaint with the Carrier and will settle the complaint as soon as possible, but no later than thirty (30) days after receiving all necessary documentation. The Client acknowledges that no claim will be submitted until all documents have been provided to Parcelspot.
  10. If the basis for determining the value of the damaged or missing contents of the Consignment is an invoice in a foreign currency, the amount on this invoice shall be recalculated according to the exchange rate as announced by the South African Reserve Bank, valid on the first (1st) working day of the month in which the Consignment was accepted for carriage.
  11. A written appeal may be lodged against a rejection of a claim, which shall be reviewed within thirty (30) days.

## D. Documents Required for Claims Submissions

1. Damaged or Partially Lost Shipments:
  1. The **Client's completed claim form** for damages (this will be submitted to Parcelspot's Customer Support).
  2. **Accompanying documents** (i.e. invoice, packing slip), indicating the damaged items and the number of damaged items.
  3. **Proof of purchase cost** (i.e. purchase invoice, a declaration of honour with production quantity or purchase costs) without profit margins and without VAT (in the case of damages, also cost of repair or quantized discount from the sales price).
  4. **Photographic documentation** of the shipping container, packaging, lining, damaged contents and label.
  5. A **copy of the Damage Record** (if it has been issued) and any confirmation that the package was showing signs of external damage upon delivery.
  6. **Service or other persons who performed the repair of the Consignment** if the Consignment was repaired after the damage event or if circumstances of the case if so required.
2. Lost Shipments:
  1. The Client's **completed claim form** for damages (this will be sent to Parcelspot's Customer Support).
  2. **Documents accompanying the Consignment** (i.e. invoice, packing slip).
  3. **Proof of purchase cost** (i.e. purchase invoice, a declaration of honour with production quantity or purchase costs) without profit margins and without VAT.
  4. If the Consignment has not entered the Carrier's system, a copy of the **Transport Waybill or Label with signed proof of collection** as issued by the Courier upon collection of the parcel from the Sender.
  5. In the case of delivery of the package to the wrong address or non-delivery, the **Recipient's declaration of acceptance, confirmed by signature**, that the Consignment has not been delivered to the correct address. The affidavit must contain the tracking number of the Consignment and the Recipient's first name and surname and the delivery address for the Consignment.

## E. Accepted Claims

1. The Client issues an invoice **in the amount of the recognised claim to the Provider**.
2. The Client is the only legitimate owner of the Consignment, therefore the compensation will be credited to the **Client's bank account**. The Provider is liable only to the Client when investigating and resolving claims.
3. In the case of a recognised claim where the Client does not supply the proof of purchase price, the compensation will be limited to a maximum of eighty percent (80%) of the sales value of the goods (excluding VAT).
4. **For VAT registered clients:**
  1. **Domestic Shipments:** Compensations paid for damaged and / or lost Domestic Consignments are subjected to tax within the meaning of the Value Added Tax Act. Damages are calculated with VAT and the invoice for returning the goods back to their original state from the authorized service, repair shop, etc. is documented. Where there was no delivery of goods, the invoicing of the loss will be at fifteen percent (15%) VAT.
  2. **International Shipments:** Compensations paid for damaged and / or lost International Consignments are subject to tax within the meaning of the Value Added Tax Act. Damages are calculated at zero percent (0%) VAT and the invoice for returning the goods back to their original state from the authorized service, repair

shop, etc. is documented. Where there was no delivery of goods, no taxable supply was made and therefore the invoicing of the loss will be zero-rated (at zero percent [0%] VAT).