

VEHICLE DELIVERY SERVICES



Liability Conditions & Exclusions

All Vehicles are transported in Terms of the Standard VDS Terms & Conditions of Carriage of Goods by Road of which a Copy is available on Request or on our website at www.onelogix.co.za

- a) All Delivery Prices quoted are exclusive of VAT
 - b) No cover whatsoever on vehicles older than 5 years
 - c) Electrical and Mechanical defects / failure are not covered.
 - d) Windscreen and all other Glass not covered.
 - e) Hail damages are not covered.
 - f) Stonechip damages not covered.
1. Vehicles for Private clients are not covered at all and are therefore transport strictly "Uninsured at Own Risk" and a disclaimer needs to be signed prior to transport of said vehicle taking place.
 2. **VDS shall not be liable in contract, in delict or otherwise for any loss of whatever nature (including both direct and consequential loss) or injury arising from or caused by the rendering or failure to render any service in terms hereof, including any loss or injury attributable to any wilful negligent act or omission by VDS, its employees or agents.**
 3. VDS insurers offer dealer Liability cover up to a Value of Maximum R 400 000.00. Additional cover for amounts in excess of this value is available on request from VDS insurers, with any additional cost being for the Private clients account. Alternately the Private client is to obtain addition cover in excess of the R400 000.00 from an insurer of their choice.
 4. In the event of a claim the liability value will be strictly limited to "Dealer Billing Price" and not to the retail / market price of the vehicle/s.
 5. No Liability Cover available for Exotics / Vintage vehicles and will therefore be transported "Uninsured at Own Risk". VDS will in its sole and absolute discretion determination whether the vehicle is classified, as an "Exotic/Vintage".
 6. Any pre existing damage to the vehicle is to be endorsed on the VDS Delivery note by an authorized VDS representative and countersigned by the VDS Driver at the time of Delivery and by the private client.
 7. All damages claims to be lodged as per the VDS "Claims Procedure" (Available on request) to be reported to the VDS Claim Division within 24 hours after delivery and no claims will be entertained if the damages were not Endorsed at the Time of Delivery.
- Johannesburg Claims Department Att: Estelle van Niekerk
Tel: (011) 396 9021 Email address: estelle.vanniekerk@vdsgroup.co.za
- Cape Town Claims Department Att Charmaine Cromhout
Tel: (021) 854 1727 Email address: charmaine.cromhout@vdsgroup.co.za
8. Registered Vehicles (Demo's, Pre – owned) will only be covered by VDS Insurers for fire, theft and total write-off. No claims will be accepted for Stone chip damage, minor scratches or dents and windscreen damage.
 9. Vehicles on certain Routes will need to be bubble wrapped on certain panels pending on the Load Position on the carrier. The private client will be liable for the associated cost of such protective material. The protective material is however not a guarantee that the vehicle may none the less suffer damage while in transit.

Vehicle Delivery Services a Division of Onelogix (Pty) Ltd

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Company Directors: SM Pityana (Chairman)* IK Lourens (CEO) AB Ally* NJ Bester FJ duT Cillie GM Glass DA Hirschowitz* CV Mc Culloch CJ Wheeler

(non exec *) (alternative +)

Divisional Directors: RC. Basson JH Britz AJ de Klerk S. Oosthuizen
Company Secretary: Probity Business Services (Pty) Ltd

- 10. In certain instances there is the possibility that a glue residue from the tape used for the bubble wrapping is left on the vehicles paint. It is agreed that VDS will in no way be liable for the removal of such residue and the costs to remove such residue will rest with the private client.

- 11. Vehicles older than 15 years (determined as per the vehicles initial registration certificate), Non – runners and accident damaged vehicles will not be accepted for Transportation.

- 12. The private client warrants that at the time of handing the vehicle over to VDS All loose items and personal effects in the vehicles have been removed. VDS will not accept Liability for the loss of such items. The private client confirms that the vehicle will have been cleaned prior to the collection of the vehicle by VDS. (Refer to point 5 above.)

- 13. VDS standard terms and conditions apply to all business conducted in terms of this agreement, a copy of which is available on request alternately at www.onelgix.com.

- 14. Please initial all the blocks next to the paragraphs.

I / We acknowledge and accept the abovementioned Exclusions.

NAME IN FULL: _____

Description of vehicle:

Make: _____

Model: _____

Registration number: _____

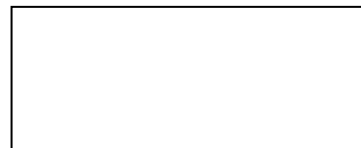
VIN Number: _____

Color: _____

Client Signature

Date

Witness 1



Company Stamp

Witness 2