

OUTLINE & REGIONAL EXPRESS COURIER

OREC

STANDARD TERMS AND CONDITIONS OF CARRIAGE

Courier, regional distribution, storage and related logistics services

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ACCEPTANCE

By booking a service, handing goods to OREC, accepting a quotation, signing a waybill or using an OREC service, the Customer confirms that it has read and accepts these terms.

PLAIN-LANGUAGE GUIDE

- Charges are based on the higher of actual or volumetric weight.
- Goods are not automatically insured; cover must be requested and confirmed before collection.
- Dangerous, regulated and high-value goods require written acceptance.
- Transit times are estimates unless OREC gives a written service guarantee.
- The Customer remains responsible for correct information, suitable packaging and lawful contents.

Important: This document should be reviewed by OREC's South African legal adviser before publication or signature.

1 DEFINITIONS

- 1.1 "Agreement" means these terms together with the applicable quotation, credit application, service order, booking, waybill, rate schedule, service-level agreement and invoice. If there is a conflict, a document signed by an authorised OREC representative will prevail only to the extent of that conflict.
- 1.2 "Customer" means the person or entity that books the Services, tenders a Consignment to OREC or is otherwise liable for the charges, including an authorised sender or consignee where the context permits.
- 1.3 "Consignment" means all goods, documents, parcels, containers or other items accepted by OREC under one booking or waybill, whether carried together or separately.
- 1.4 "OREC" means Outline & Regional Express Courier and, where applicable, its authorised employees, agents, contractors and subcontractors.
- 1.5 "Services" means collection, handling, carriage, delivery, distribution, temporary storage and any related logistics service supplied by OREC.
- 1.6 "Working Day" means Monday to Friday, excluding official public holidays in the Republic of South Africa.

2 APPLICATION AND ACCEPTANCE

- 2.1 These terms apply to every Agreement and every Consignment handled by OREC, unless OREC expressly agrees otherwise in a written document signed by an authorised representative.
- 2.2 A booking instruction, purchase order or other Customer document does not amend these terms merely because OREC receives or performs against it.
- 2.3 The person acting for the Customer warrants that he or she has authority to bind the Customer and, where relevant, the owner and consignee of the Consignment.
- 2.4 Nothing in these terms excludes, limits or waives a right or remedy that cannot lawfully be excluded under the Consumer Protection Act 68 of 2008 or any other applicable law.

3 CUSTOMER INFORMATION, PACKING AND AUTHORITY

- 3.1 The Customer warrants that it owns the Consignment or is authorised by the owner to enter into the Agreement, tender the goods and grant OREC the rights set out in these terms.
- 3.2 The Customer must provide accurate and complete collection and delivery addresses, contact details, values, marks, numbers, weights, dimensions, contents, descriptions, service requirements and special-handling instructions.
- 3.3 The Customer must package, seal and label each Consignment so that it can withstand ordinary handling and transport. Packaging must comply with law and any OREC instructions applicable to the goods.
- 3.4 Unless OREC expressly agrees in writing to pack or inspect the goods, OREC is entitled to rely on the Customer's packaging and description and has no duty to verify concealed contents or defects.
- 3.5 The Customer must provide safe, lawful and unobstructed access to the collection and delivery points and suitable assistance or equipment for loading and unloading where the nature of the Consignment requires it.
- 3.6 OREC may refuse, suspend, reclassify, repackage, redirect or return a Consignment that is unsafe, incorrectly described, inadequately packed, unlawful or unsuitable for the selected service. Reasonable related charges are for the Customer's account.
- 3.7 The Customer is responsible for loss, delay, penalties, duties, expenses or claims caused by inaccurate information, defective packaging, inadequate access or lack of authority, except to the extent caused by OREC's legally actionable fault.

4 CHARGES, WEIGHT AND FUEL SURCHARGE

- 4.1 The Customer must pay the quoted or published service charges together with fuel, documentation, waiting-time, redelivery, remote-area, high-risk, gravel-road, back-door or chain-store, estate or complex, hazardous-goods, storage, toll, special-equipment and other applicable charges, plus VAT.

- 4.2 Chargeable weight is the higher of actual mass and volumetric mass.** Unless a written rate schedule states otherwise, volumetric mass is calculated in kilograms as: length × width × height in centimetres ÷ 5 000.
- 4.3** OREC may weigh, measure or reclassify a Consignment. OREC's operational records are prima facie evidence of chargeable weight and service classification, subject to the Customer's right to provide contrary evidence.
- 4.4** A fuel surcharge applies at the rate stated in the current quotation, portal or rate schedule. Unless otherwise agreed, OREC may adjust the surcharge by one percentage point for each 32 cents per litre movement in the reference fuel price, or by another mechanism clearly stated in the applicable tariff.
- 4.5** A quotation is based on the information supplied by the Customer. OREC may adjust charges if that information is incomplete or incorrect, or if the collection, route, delivery conditions or requested service change.

5 PAYMENT AND CREDIT TERMS

- 5.1** Cash-account charges are payable as stated in the quotation or invoice. Approved credit customers must pay within the authorised credit period. All amounts are payable without deduction, withholding or set-off, except where the law requires otherwise.
- 5.2** An invoice or statement sent to the Customer's nominated physical or electronic address is regarded as delivered on transmission or dispatch, subject to applicable law and proof to the contrary.
- 5.3** An overdue amount bears interest from the due date until payment at two percentage points above the prevailing South African prime lending rate, calculated daily and compounded monthly, to the extent permitted by law.
- 5.4** If the Customer breaches an approved credit term, OREC may suspend the Services and declare all outstanding amounts immediately due after giving any notice required by law.
- 5.5** A cheque, card instruction or other payment instrument is not treated as payment until the cleared funds are actually received by OREC.
- 5.6** OREC may allocate a payment to any outstanding invoice. The Customer must pay reasonable recovery and legal costs, including attorney-and-client costs and collection commission, only to the extent lawfully recoverable.

6 LIEN AND SECURITY OVER GOODS

SECURITY RIGHT

OREC may retain goods in its possession as security for unpaid amounts. A lawful sale may occur only after written demand, reasonable notice and compliance with applicable law.

- 6.1** The Customer grants OREC a general lien and continuing security over each Consignment and related document in OREC's possession for all amounts owed by the Customer to OREC, whether arising from that Consignment or another Agreement.
- 6.2** The Customer warrants that it is entitled to grant this security. The Customer is responsible for reasonable holding, storage, transport, insurance, maintenance and sale costs incurred while OREC lawfully exercises its rights.
- 6.3** If an amount remains unpaid for seven calendar days after written demand, OREC may retain, open or inspect the Consignment as reasonably necessary and, after reasonable further notice and subject to applicable law, sell all or part of it by public or private sale.
- 6.4** OREC may apply the net sale proceeds to the Customer's debt and related lawful costs. OREC will account to the Customer for any surplus and has no further liability for a sale conducted lawfully and in good faith, except where liability cannot lawfully be excluded.

7 COLLECTION, ROUTES, TRANSIT AND DELIVERY

- 7.1** OREC may select the route, vehicle, service method, depot, consolidation arrangement and delivery sequence and may transship a Consignment where reasonably required.
- 7.2** Collection and transit times are estimates and not guarantees unless OREC provides a specific written service guarantee. OREC will use reasonable efforts to meet the estimated time.
- 7.3** Unless the Customer gives an accepted written instruction, OREC may deliver at the stated address to the consignee, reception, security desk, mailroom or another person reasonably appearing authorised to receive the Consignment.
- 7.4** A recipient name, signature, company stamp, scan, electronic proof of delivery, photograph, GPS record or time-stamped system event may be used as prima facie evidence of collection or delivery, subject to contrary evidence.
- 7.5** OREC may suspend, redirect, depot-hold or reschedule a collection or delivery where access is unsafe, unlawful, restricted or materially different from the booking. Applicable waiting, storage, failed-attempt or redelivery charges may be added.
- 7.6** A Consignment that cannot be delivered may be returned or stored at the Customer's cost and risk after OREC makes reasonable efforts to obtain instructions.

8 DANGEROUS, PROHIBITED AND RESTRICTED GOODS

IMPORTANT RISK

Dangerous or restricted goods must be fully declared and accepted by OREC in writing before collection. Acceptance for carriage does not automatically mean that the goods are insured.

- 8.1** The Customer may not tender dangerous, hazardous, prohibited or regulated goods unless they are lawful, correctly classified, packed, marked and documented and OREC has expressly accepted them in writing before collection.
- 8.2** If goods create or are reasonably suspected of creating a risk to people, property, vehicles or other consignments, OREC may refuse, isolate, return, make safe or dispose of them as reasonably necessary. In an emergency, OREC may act without prior notice, subject to applicable law.
- 8.3** The Customer indemnifies OREC and affected third parties against claims, injury, damage, fines, clean-up costs and expenses arising from undeclared, incorrectly declared, unlawfully tendered or improperly packed dangerous goods, except to the extent caused by OREC's gross negligence or wilful misconduct.
- 8.4** The following goods are restricted and will be carried only if OREC expressly agrees in writing. Separate packaging, permits, handling charges, declared-value terms or insurance exclusions may apply.

Category	Examples
Dangerous or regulated	Explosives; flammable, corrosive, toxic, radioactive or infectious substances; firearms; ammunition; illegal drugs; controlled substances; and hazardous goods.
Money and financial instruments	Cash, bullion, treasury notes, securities, stamps, credit cards, prepaid cards and other negotiable or readily transferable instruments.
High-value and collectible	Jewellery, watches, precious stones, gemstones, precious or wrought metals, furs, antiques, works of art, manuscripts, plans, designs and similar unique items.
Living, perishable or temperature-sensitive	Livestock, animals, plants, refrigerated goods, perishables, medicines or goods requiring a controlled environment.
Fragile, bulky or damage-prone	Solar panels, glass and glass products, musical or precision instruments, furniture, household and personal effects, fluids, oils, copper products and second-hand goods.
Age-restricted or high-theft-risk	Tobacco products, alcohol products, vaping products and other regulated or high-theft-risk goods.

9 INSURANCE, RISK AND LIABILITY

NO AUTOMATIC COVER

Goods carried or stored by OREC are not automatically insured. The Customer must arrange its own insurance unless OREC confirms specific cover in writing before collection.

- 9.1** A request for cover must fully and accurately state the nature and replacement value of the Consignment and must be accepted by OREC in writing before collection. Any confirmed cover is subject to the insurer's terms, limits, excesses, exclusions and premium.
- 9.2** Restricted goods are not covered unless the insurer or service guarantee expressly confirms cover for the specific goods in writing. The Customer bears any risk not covered by confirmed insurance.
- 9.3** Subject to applicable law, OREC is liable only for direct, proven physical loss of or damage to a Consignment caused by OREC's negligence or breach of the Agreement. OREC is not liable for indirect or consequential loss, loss of profit, revenue, market, opportunity, data or use, or loss caused solely by delay, unless such liability cannot lawfully be excluded or OREC has given a written guarantee covering it.
- 9.4** To the extent permitted by law, OREC is not liable for loss or damage caused by inherent defect, normal wear, ordinary leakage, concealed damage, insufficient packaging, inaccurate instructions, mechanical or electrical derangement without external damage, acts of public authority, war, civil unrest, strikes, road closures, natural events, network or power failure, hijacking or crime beyond OREC's reasonable control.
- 9.5** Any liability is limited to the lower of the direct proven loss, the reasonable repair or replacement cost, the declared value accepted by OREC in writing, and any lawful liability cap stated in the quotation, service-level agreement or confirmed cover.
- 9.6** The Customer must notify OREC of a loss or damage claim in writing as soon as reasonably possible, quote the waybill or booking reference and provide the invoice, photographs, packaging, proof of value and other reasonably required documents. The Customer must preserve the goods and packaging for inspection and take reasonable steps to limit further loss.
- 9.7** Nothing in this clause limits liability for fraud, gross negligence, wilful misconduct, death or personal injury where the law does not permit limitation, or any other right that cannot lawfully be excluded.

10 GENERAL INDEMNITIES

- 10.1** The Customer indemnifies OREC, its employees, agents and subcontractors against third-party claims, losses, damage, injury, penalties and reasonable expenses arising from the Customer's lack of title or authority, incorrect information, defective packaging, dangerous or unlawful goods, breach of law or breach of these terms.
- 10.2** The Customer is responsible for prejudice to an insurance or recovery claim caused by its failure to provide accurate information, evidence, documents or assistance timeously.
- 10.3** No indemnity in these terms applies to the extent a claim is caused by OREC's gross negligence, wilful misconduct or another act for which liability cannot lawfully be excluded.

11 SUBCONTRACTORS

- 11.1** OREC may appoint another carrier, warehouse, agent or service provider to perform all or part of the Services on terms OREC reasonably considers appropriate.
- 11.2** Every authorised employee, agent and subcontractor may rely on the protections, exclusions, limitations and indemnities in these terms to the extent they apply to the work performed.

12 CONDITION, RECORDS AND PROOF

- 12.1** The Customer must disclose any pre-existing defect, fragility or special condition before collection and should retain photographs or other evidence of the condition and packaging at handover.
- 12.2** A receipt or waybill confirms receipt of the Consignment but is not an admission of its contents, weight, value or condition unless OREC expressly inspected and recorded those details.

12.3 OREC's booking, scanning, tracking, weighing, messaging, call, GPS, photograph, invoice and proof-of-delivery records are prima facie evidence of the recorded events, subject to the Customer's right to present contrary evidence.

13 CREDIT ASSESSMENT AND PERSONAL INFORMATION

13.1 Where permitted by law, OREC may obtain and use information from registered credit bureaux to assess a credit application, monitor payment behaviour, manage an account, prevent fraud and recover amounts lawfully due.

13.2 OREC may report the existence and lawful conduct of an account to registered credit bureaux and may provide adverse information only after satisfying the requirements and notices prescribed by the National Credit Act 34 of 2005 and applicable regulations.

13.3 OREC may process personal information for quotations, bookings, tracking, delivery, proof of delivery, customer support, credit management, fraud prevention, insurance, debt recovery and legal compliance, and may share it with relevant service providers, insurers, bureaux and authorities where lawful and necessary.

13.4 OREC will process personal information in accordance with the Protection of Personal Information Act 4 of 2013. The Customer warrants that it may lawfully provide the personal information of senders, recipients and other contacts and that it has given any required notices.

14 GENERAL LEGAL PROVISIONS

14.1 A delay or indulgence by OREC is not a waiver. A waiver is effective only if recorded in writing by an authorised OREC representative and applies only to the specific matter stated.

14.2 If a provision is invalid or unenforceable, it will be severed or limited to the minimum extent necessary, and the remaining provisions will continue in force.

14.3 Notices may be sent to the physical or electronic addresses supplied in the latest booking, credit application or account record. Each party must promptly update its contact details.

14.4 The Agreement is the entire agreement for the Services concerned. The Customer may not transfer its rights or obligations without OREC's written consent. OREC may cede a debt or assign performance to an authorised service provider, subject to law.

14.5 South African law governs the Agreement. The Customer consents, to the extent permitted by law, to the jurisdiction of a Magistrate's Court with jurisdiction, even if the amount exceeds its ordinary monetary jurisdiction. OREC may instead approach any competent High Court.

14.6 Headings are for convenience and do not affect interpretation. A reference to written or in writing includes an electronic record capable of being retained, unless the context requires a signed document.

15 ACKNOWLEDGEMENT AND ACCEPTANCE

CUSTOMER CONFIRMATION

The signatory confirms that the Customer has read these terms, understands the highlighted risk and liability provisions, and has authority to accept the Agreement.

Customer / company	Registration or ID number
Authorised representative	Capacity
Email address	Telephone number
Signature	Date
Place	OREC account number, if applicable

OREC INTERNAL APPROVAL

Approved by	Capacity
Signature	Date

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