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www.mtexpress.co.za



**FAST, RELIABLE AND  
SECURE DELIVERY  
SOLUTIONS**

## **MTE Xpress – Terms and Conditions of Carriage & Logistics Services**

These Terms and Conditions (“Terms”) govern the provision of courier, freight, and logistics services (“Services”) by MTE Xpress (Pty) Ltd (“MTE Xpress”, “we”, “our”, “us”) to the client (“you”, “your”, “consignor”, “consignee”). By using our Services, you agree to be bound by these Terms.

### **1. Definitions**

1.1 Consignment – Any goods, documents, parcels, or freight accepted by MTE Xpress for carriage.

1.2 Waybill / Consignment Note – The official document issued by MTE Xpress describing the shipment, accepted by the sender as proof of contract.

1.3 Prohibited Goods – Items that MTE Xpress will not carry, as outlined in Clause 9.

1.4 Dangerous Goods – Goods classified as hazardous under IATA, IMDG, SANS, or applicable regulations.

1.5 Third-Party Carrier – Any subcontractor engaged by MTE Xpress to fulfil all or part of the Services.

### **2. Acceptance of Terms**

2.1 By handing over a consignment to MTE Xpress, you acknowledge that you have read, understood, and agreed to these Terms.

2.2 No employee, agent, or representative of MTE Xpress may waive or vary these Terms without written authorisation by a company director.

### **3. Scope of Service**

3.1 MTE Xpress undertakes to transport consignments from the point of collection to the delivery address stated on the waybill, subject to these Terms.

3.2 Delivery times are estimates only and not guaranteed unless expressly agreed in writing as a “Guaranteed Service”.

### **4. Client Responsibilities**

4.1 You are responsible for:

Correct and complete addressing of the consignment.

Accurate declaration of contents, weight, and dimensions.

Adequate packaging to withstand normal handling and transport.

Compliance with all applicable laws regarding the transport of goods.





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4.2 MTE Xpress is not liable for delays or losses arising from incorrect or incomplete shipping information.

## 5. Rates & Payment

5.1 Rates are calculated on the greater of actual weight or volumetric weight, using industry-standard formulas.

5.2 Unless otherwise agreed, payment is due as per the terms stated on the invoice or account agreement.

5.3 All charges are exclusive of VAT unless stated otherwise.

## 6. Delivery & Proof of Delivery (POD)

6.1 Delivery shall be deemed complete when:

The consignment is signed for at the delivery address; or

Delivered in accordance with special instructions given by the sender.

6.2 Electronic POD (including name, signature, or GPS coordinates) shall be accepted as conclusive proof of delivery.

## 7. Transit Times

7.1 Transit times are indicative and subject to operational and environmental factors.

7.2 MTE Xpress is not liable for delays caused by:

Acts of God, strikes, weather, traffic, customs inspections, or other events beyond reasonable control.

## 8. Liability & Limits of Indemnity

8.1 MTE Xpress's total liability for loss of, or damage to, any consignment — whether arising from negligence, breach of contract, or otherwise — shall not exceed a maximum of R1 000 000 (one million rand) per consignment, unless additional insurance has been purchased and confirmed in writing — No minimum liability cover shall apply and all claims must be brought forth with a valid proof of insurance cover opted in through MTE Xpress.

### 8.2 MTE Xpress shall not be liable for:

Indirect, special, or consequential losses (including loss of profits, contracts, or business).

Damage arising from insufficient packaging, inherent defects, or fragile contents.

## 9. Prohibited & Restricted Goods

9.1 MTE Xpress will not carry:

Cash, jewellery, precious metals, and negotiable instruments.

Live animals, plants, and perishable foodstuffs (unless pre-approved).





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Firearms, ammunition, explosives, or illegal substances.

Hazardous or dangerous goods without proper packaging and documentation.

9.2 MTE Xpress reserves the right to inspect and refuse consignments at its discretion.

## **10. Dangerous Goods & Hazardous Cargo**

10.1 Dangerous Goods must be:

Properly declared, packaged, and labelled in accordance with IATA, IMDG, or SANS regulations.

Accompanied by relevant documentation (e.g., Safety Data Sheets).

10.2 Failure to declare Dangerous Goods will result in:

Immediate termination of the carriage contract.

Liability for all resulting loss, damage, or legal costs.

## **11. Insurance**

11.1 Standard liability is limited as per Clause 8.

11.2 Additional insurance cover is available on request, subject to acceptance and premium payment before collection.

## **12. Customs & Regulatory Compliance**

12.1 For cross-border shipments, you must provide accurate invoices, permits, and customs declarations.

12.2 MTE Xpress is not responsible for:

Customs duties, taxes, or clearance delays.

Loss or penalties due to incorrect declarations.

## **13. Undeliverable Shipments**

13.1 If delivery cannot be completed:

MTE Xpress will attempt to contact you for instructions.

The consignment may be returned at your cost if no instructions are received within 7 days.

## **14. Right of Lien**

14.1 MTE Xpress may hold any consignment as security for unpaid charges.

## **15. Data Protection**

15.1 MTE Xpress will process personal data in accordance with applicable privacy laws, including the Protection of Personal Information Act (POPIA).





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## 16. Governing Law & Jurisdiction

16.1 These Terms are governed by the laws of the Republic of South Africa.

16.2 Any dispute shall be resolved in the courts of South Africa.

## 17. Amendment of Terms

17.1 MTE Xpress reserves the right to amend these Terms without prior notice. Updated versions will be posted on our website.

## 18. Client Acceptance

I, the undersigned, hereby confirm that I have read, understood, and agree to be bound by the above Terms and Conditions of Carriage & Logistics Services of MTE Xpress (Pty) Ltd.

Client Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Designation/Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

