

Liability Conditions & Exclusions for Vehicle Delivery Services, A Division of Onelogix (Pty) LTD

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All vehicles are transported in Terms of the Standard VDS Terms & Conditions of Carriage of Goods by Road, a copy of which is available on request (info@vdsgroup.co.za) or on our website at www.onelogix.co.za

1. Private Clients:

- a. Vehicles for private clients are not covered at all and are therefore transported strictly
“Uninsured at Own Risk” and a risk disclaimer needs to be signed prior to the transportation of said vehicle taking place. It is advisable to arrange private insurance through an insurer of your choice

2. Demo / Pre-owned Vehicles (Dealers) Vehicles 5 years and younger:

- a.) Registered Vehicles (Demo's / Pre-owned) for dealerships will be covered by VDS insurers up to the value of R1 000 000.00 (One million rand) per vehicle, for vehicles 5 years and younger, (reckoned from the vehicle registration document) however glass (including windscreens) will **not** be covered. Additional cover for amounts in excess of R1 000 000.00 (One million rand) must be negotiated and an additional liability charge will be payable for such additional liability cover.
- b.) In the event of a claim, the liability value will be strictly limited to “Dealer billing price” and not the retail / market price of the vehicle/s
- c.) VDS and their Insurers reserve as the right at their discretion to decline on any insurance cover for classic / exotic / luxury / sports vehicles or any other vehicle whatsoever
- d.) Hail damage will be covered but is however, subject to an excess / first amount payable of R10 000.00

3. Demo / Pre-owned Vehicles (Dealers) Vehicles in excess of 5 years:

- a. No claims will be accepted for stone chip damage, minor scratches, dents or any glass chips or cracks (including windscreens) for vehicles in excess of 5 years
- b. Hail damage will be covered but is however, subject to an excess / first amount payable of R10 000.00



- c. VDS and their Insurers reserve as the right at their discretion to decline on any insurance cover for classic / exotic / luxury / sports vehicles or any other vehicle whatsoever
- d. In the event of a claim, the liability value will be strictly limited to “Dealer billing price” and not the retail / market price of the vehicle/s

4. New Vehicles: (Dealers)

- a.) VDS insurers offer full comprehensive cover up to the value of R1 000 000.00 (One million rand) per vehicle for dealerships with new vehicles, which is included in the rate. Additional cover for amounts in excess of R1 000 000.00 (One million rand) must be negotiated and an additional liability charge will be payable for such additional liability cover.
- b.) 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
- c.) VDS and their Insurers reserve as the right at their discretion to decline on any insurance cover for classic / exotic / luxury / sports vehicles or any other vehicle whatsoever
- d.) In the event of a claim, VDS may request a copy of the “Vehicle Dealer License” for the dealership
- e.) Hail damage will be covered but is however, subject to an excess / first amount payable of R10 000.00

5. General Conditions:

- a.) All delivery prices quoted are exclusive of VAT (Value Added Tax as prescribed by South African tax legislation)
- b.) Claims for electrical / mechanical defects / failures are specifically excluded
- c.) No cover on loose items / private items left in the vehicle
- d.) VDS shall not be liable for any direct or consequential loss caused by the rendering or failure to render any service in terms hereof.
- e.) Vehicles on certain routes will need to be bubble wrapped on certain panels depending on the load position on the carrier. The Dealer / 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 whilst in transit. Bubble wrapping will only be applied if absolutely necessary and at all times at VDS’s discretion. VDS will not accept requests from the client to wrap vehicles



- f.) In certain instances, there is the possibility that a glue residue from the tape used for the bubble wrapping is left on the vehicle's paint. It is agreed that VDS will in no way be liable for the removal of such residue and the cost to remove such residue will rest with the Dealer / private client
- g.) VDS reserves the right to decline a request to transport vehicles older than 25 years (reckoned from the first registration on the vehicle's registration certificate) on a discretionary basis
- h.) Non-runners and accident damaged vehicles will not be accepted for transportation
- i.) Please note NO vehicle will be accepted with the reserve light on
- j.) VDS will not accept liability for any gifts placed inside a vehicle, we do request that these be removed prior to collection of your vehicle

All damage claims must be lodged as per the VDS "Claims Procedure" (Available upon request via email: info@vdsgroup.co.za) to be reported to the VDS claims division within 24 hours after delivery and no claims will be entertained if the damages / missing items were not endorsed by a duly authorised representative of VDS at the time of delivery on the VDS Delivery Note

I / we acknowledge and accept the abovementioned conditions and confirm that I/we are duly authorised to bind the company / entity on whose behalf we sign to the terms hereof.

Name in full: _____

Client signature: _____

Date: _____

