

# STANDARD TERMS AND CONDITIONS OF SERVICE

**Breaze Delivery (Pty) Ltd | Registration No. 2019/410905/07**

Effective Date: [To be completed upon approval] | Version 1.0

KEY COMMERCIAL TERMS AT A GLANCE	
Collection Cut-Off	11:00 AM (Monday–Friday)
Delivery Cut-Off	18:30 (same-day window)
Delivery Attempts	2 attempts before return-to-sender
Payment Terms	7 days from invoice date
Late Payment Penalty	2% per month (compounded)
Maximum Liability / Insurance Cover	R2,500 per parcel
Prohibited Items	See Schedule A

## 1. DEFINITIONS AND INTERPRETATION

---

In these Terms and Conditions, unless the context indicates otherwise:

"Breaze" / "Company"	Breaze Delivery (Pty) Ltd, Registration No. 2019/410905/07, trading as Breaze Delivery.
"Client"	The person or entity that has contracted with Breaze for delivery services, as identified in the Service Agreement or Merchant Portal.
"Consignee"	The recipient of a parcel as specified on the waybill.
"Waybill"	The electronic or physical dispatch document generated per delivery, serving as the contract of carriage.
"Parcel" / "Shipment"	Any item(s) tendered to Breaze for delivery under a Waybill.
"Service Day"	Monday to Friday, excluding South African public holidays.
"Portal"	The Breaze online merchant portal through which orders are placed and managed.
"Declared Value"	The value of a Parcel declared by the Client on the Waybill at time of booking.

## 2. SCOPE OF SERVICES

---

### 2.1 Services Offered

---

- Same-Day Delivery: Available in Johannesburg (JHB) and Cape Town (CPT) service zones.
- OnDemand Delivery: Available in Johannesburg (JHB) and Cape Town (CPT) service zones.
- Next-Day Delivery: Available in Cape Town service zone.
- Collection and returns processing as agreed per merchant service schedule.

## 2.2 Service Zones

Deliveries are fulfilled within Breaze's defined geofence zones. Breaze reserves the right to amend service zones upon 14 days' written notice to the Client. Deliveries outside the defined zones may be declined or attract a surcharge.

## 2.3 Operating Hours

<b>Collection Cut-Off</b>	11:00 AM on a Service Day. Parcels tendered after this time will be processed on the next Service Day.
<b>Delivery Window</b>	12:00 PM – 18:30 PM on a Service Day.
<b>Delivery Cut-Off</b>	18:30 PM. No delivery attempts will be made after this time.

## 3. BOOKING AND ORDER PLACEMENT

---

- All orders must be placed via the Breaze Portal or API integration by the collection cut-off time of 11:00 AM.
- The Client is responsible for the accuracy of all waybill information including recipient name, delivery address, contact number, and Declared Value.
- Breaze accepts no liability for failed deliveries resulting from incomplete, incorrect, or unverifiable address information supplied by the Client.
- Breaze reserves the right to decline any booking that does not comply with these Terms or that contains prohibited items.

## 4. DELIVERY PROCESS AND ATTEMPTS

---

### 4.1 Delivery Attempts

Breaze will make a maximum of two (2) delivery attempts per Shipment:

- Attempt 1: On the scheduled delivery date.
- Attempt 2: On the next available Service Day following the failed first attempt.

A delivery attempt is deemed to have been made where the driver attended the delivery address and was unable to complete delivery for any reason, including but not limited to:

- Consignee absent or uncontactable;
- Premises inaccessible or address not found;
- Consignee refused delivery;
- Unsafe conditions at the delivery address.

#### **4.2 Return-to-Sender**

After two (2) failed delivery attempts, the Parcel will be classified as undeliverable and returned to the Client ("Return-to-Sender" or "RTS"). The Client will be notified via the Portal and/or email. Return fees as per the applicable rate card will apply.

#### **4.3 Proof of Delivery (POD)**

Breaze captures electronic POD (ePOD) in the form of a recipient signature or photographic evidence. The ePOD constitutes conclusive proof of successful delivery. In the event of a dispute, the ePOD record in Breaze's system shall be the primary reference.

#### **4.4 Failed Delivery Notification**

Clients will receive automated status updates via the Portal for each delivery attempt. It is the Client's responsibility to monitor delivery statuses and communicate re-delivery instructions timeously.

### **5. PAYMENT TERMS**

---

#### **5.1 Invoicing**

Breaze will issue invoices to the Client on a weekly basis (or as otherwise agreed in the Service Agreement). Invoices will reflect all deliveries, returns, and any applicable surcharges for the billing period.

#### **5.2 Payment Due Date**

All invoices are due and payable within seven (7) calendar days of the invoice date ("Due Date"), unless a different payment term has been agreed in writing in the applicable Service Agreement.

#### **5.3 Late Payment**

- Overdue amounts will attract interest at 2% per month (compounded), calculated from the Due Date until the date of full payment.
- Breaze reserves the right to suspend services with immediate effect where any invoice remains unpaid after 14 days from the Due Date.
- The Client shall be liable for all reasonable collection costs, including attorney fees on an attorney-and-own-client scale, incurred in recovering overdue amounts.

#### **5.4 Disputed Invoices**

Disputes must be raised in writing within 5 (five) business days of receipt of the invoice. Undisputed portions of an invoice remain payable by the Due Date. Breaze will investigate and respond to disputes within 10 (ten) business days.

## 6. LIABILITY AND INSURANCE

---

### 6.1 Breaze's Liability Cap

Breaze's maximum liability for any loss, damage, or theft of a Parcel is limited to R2,500 (Two Thousand Five Hundred Rand) per Parcel, regardless of the Declared Value, unless the Client has purchased additional declared value cover in writing prior to the parcel being tendered.

### 6.2 Basis of Claim

In the event of a valid claim, compensation will be calculated on the lesser of:

- The documented cost price (replacement value) of the lost or damaged item; or
- R2,500 per Parcel.

Sentimental value, consequential loss, or loss of profit will not be compensated under any circumstances.

### 6.3 Exclusions from Liability

Breaze accepts no liability whatsoever for loss, damage, or delay arising from:

- Prohibited or restricted items (see Schedule A);
- Inadequate or inappropriate packaging by the Client;
- Temperature-sensitive or perishable goods damaged due to insufficient packaging. The Client accepts sole responsibility for ensuring that any perishable, chilled, or frozen item is packaged to maintain required temperature for a minimum of 8 (eight) hours from the time of collection;
- Inaccurate, incomplete, or illegible address information;
- Force majeure events (load-shedding, civil unrest, acts of God, road closures, extreme weather);
- Inherent vice or natural deterioration of goods;
- Delay caused by consignee unavailability;
- Electrical, mechanical, or electronic failure not caused by Breaze;
- Consequential, indirect, or special loss of any nature;
- Items shipped without a valid Waybill;
- Confiscation by SAPS or other law enforcement agencies.

### 6.4 Perishable and Temperature-Sensitive Goods

Where a Client tenders perishable, chilled, or frozen items for delivery, the Client warrants that such items are packaged in appropriate insulated or temperature-retaining packaging capable of maintaining the required temperature for a minimum of 8 (eight) hours from collection. Breaze operates ambient-temperature vehicles and accepts no liability for temperature-related spoilage, deterioration, or loss. This clause applies regardless of delivery timeframe.

### 6.5 Claims Procedure

All claims must be:

- Submitted in writing to Breaze within 7 (seven) days of the scheduled delivery date or the date of damage discovery;
- Accompanied by: the Waybill number, invoice of goods, photographs of damage (where applicable), and a written description of the loss;

- Claims submitted outside this window will not be considered.

## 7. PROHIBITED AND RESTRICTED ITEMS

---

### 7.1 Prohibited Items — Absolute (Schedule A)

The following items are strictly prohibited from being tendered to Breaze under any circumstances. Breaze reserves the right to refuse, return, or hand over to relevant authorities any parcel containing prohibited items:

- Firearms, ammunition, and explosives of any kind;
- Illegal narcotics, drugs, or controlled substances;
- Human remains, body parts, or biological material;
- Live animals;
- Hazardous, flammable, toxic, radioactive, or corrosive materials;
- Pornographic material;
- Counterfeit currency or fraudulent instruments;
- Stolen goods.

### 7.2 High-Value and Restricted Items

The following items may only be shipped with prior written approval from Breaze and are subject to enhanced liability conditions and surcharges. Shipping these items without approval voids any claim:

- Cash, bearer instruments, or negotiable securities;
- Precious metals, gemstones, or fine jewellery;
- Luxury watches (value exceeding R5,000);
- Artwork, antiques, or collectibles;
- Passports, identity documents, or original legal instruments;
- Mobile phones, laptops, tablets, and consumer electronics;
- Alcohol and tobacco products (subject to applicable licensing and regulatory compliance);
- Pharmaceuticals and Schedule medicines;
- Any single item with a replacement value exceeding R2,500 without additional declared value cover.

## 8. CLIENT OBLIGATIONS AND WARRANTIES

---

The Client warrants and undertakes that:

- All Parcels tendered comply with these Terms and contain no Prohibited Items;
- All items are lawfully owned by or consigned to the Client;
- Parcels are adequately packaged to withstand normal handling in a last-mile delivery environment;
- Perishable, chilled, or frozen items are packaged to maintain required temperature for a minimum of 8 (eight) hours from the time of collection, with no liability attaching to Breaze for temperature-related loss;
- The Declared Value on each Waybill accurately reflects the replacement value of the contents;

- All consignee information is accurate and complete;
- The Client will not instruct drivers to handle, pack, or unpack parcels outside of standard delivery handover procedures;
- The Client is POPIA-compliant in relation to any personal information of consignees shared with Breaze.

## **9. DATA PROTECTION AND POPIA COMPLIANCE**

---

Breaze processes personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA) and its internal POPIA Policy. By engaging Breaze's services, the Client acknowledges and agrees that:

- Breaze will process consignee personal information (names, addresses, contact numbers, GPS data) solely for the purpose of fulfilling the delivery mandate;
- Breaze will not use consignee data for marketing or third-party sharing without opt-in consent;
- The Client is the responsible party for personal information of consignees shared with Breaze. The Client must have a lawful basis to share such information;
- Drivers (Operators) are bound by confidentiality obligations under their Operator Agreements;
- Data will be retained only for the period required by law and then securely destroyed.

Breaze's full POPIA Policy is available on request and on the Breaze website.

## **10. FORCE MAJEURE**

---

Breaze will not be liable for any failure or delay in performing its obligations where such failure or delay results from circumstances beyond Breaze's reasonable control, including but not limited to load-shedding, civil unrest, traffic disruptions, acts of God, pandemic restrictions, or governmental action. Breaze will use reasonable endeavours to resume services as soon as possible and will communicate delays to affected Clients.

## **11. SUSPENSION AND TERMINATION**

---

- Breaze may suspend services immediately for non-payment, breach of these Terms, or where the Client's use of services poses a risk to Breaze's operations or reputation.
- Either party may terminate the Services Agreement on 30 (thirty) calendar days' written notice.
- Termination does not extinguish any outstanding payment obligations.

## **12. AMENDMENTS TO THESE TERMS**

---

Breaze reserves the right to amend these Terms at any time. Clients will be notified of material changes via email or the Portal with a minimum of 14 (fourteen) days' notice. Continued use of Breaze's services after the effective date of amendments constitutes acceptance.

### 13. DISPUTE RESOLUTION

---

In the event of a dispute, the parties shall first attempt to resolve the matter in good faith through direct negotiation. Should resolution not be achieved within 15 (fifteen) business days, the dispute shall be referred to mediation or, failing that, to arbitration in terms of the Arbitration Act 42 of 1965. Nothing herein prevents either party from seeking urgent relief from a court of competent jurisdiction.

### 14. GOVERNING LAW AND JURISDICTION

---

These Terms are governed by the laws of the Republic of South Africa. The Client consents to the non-exclusive jurisdiction of the Magistrates' Court having jurisdiction over the Client's principal place of business, notwithstanding that the amount in dispute may exceed the jurisdiction of such court.

### 15. GENERAL PROVISIONS

---

- These Terms, together with the applicable Service Agreement and Waybill, constitute the entire agreement between the parties and supersede all prior arrangements.
- No variation of these Terms shall be of any force unless in writing and signed by an authorised representative of Breaze.
- If any provision of these Terms is held invalid, the remaining provisions continue in full force.
- Breaze's failure to enforce any right does not constitute a waiver of that right.

### ACCEPTANCE AND SIGNATURE

---

By signing below or by accessing Breaze's Portal, the Client confirms they have read, understood, and agree to be bound by these Terms and Conditions.

<b>Client Entity Name</b>	
<b>Authorised Signatory</b>	
<b>Designation</b>	
<b>Signature</b>	
<b>Date</b>	

**For and on behalf of Breaze Delivery (Pty) Ltd:**

<b>Authorised Signatory</b>	
<b>Designation</b>	
<b>Signature</b>	

<b>Date</b>	
-------------	--