



Interloc Freight Services (PTY) Ltd
15-2 Northern Perimeter Rd,
O.R. Tambo, Kempton Park,
1627

A Bridges Company



**Agreement for Transportation
of Dangerous Goods**

This agreement is made and entered into on this day ____ of, _____, 20__ between Interloc Freight Services (PTY) Ltd. (hereinafter referred to as “IFS”), having a mailing address of Unit 3, Perishable Cargo Triangle, Northern Perimeter Road, OR Tambo International Airport, Kempton Park, 1620 and (hereinafter known as “Customer”) having a business address at _____ for the provision of services by Interloc Freight Service, related to the safe transportation of Dangerous Goods by Air as regulated under the *International Air Transport Association (IATA)*, the *International Civil Aviation Organization (ICAO)*, the safe transportation of Dangerous goods by road, the *National Road Traffic Act (NRT)* and in compliance with the *Dangerous Goods Regulations (DGR)*. (Collectively, “Dangerous Goods”). Dangerous Goods may be referenced as Hazardous Materials for the purposes of this Agreement. IFS agrees to transport Dangerous Goods for the Customer on the following terms and conditions.

In the regulations, the words “shall” and “must” are used to indicate a mandatory requirement. The words “should” and “may” indicate a preferred requirement and are not binding.

1. DEFINITIONS

- 1.1. Conditions means the ‘Agreement for Transportation of Dangerous Goods’
- 1.2. ‘Contract’ means the agreement between the Customer and the Carrier for the carrying out of the Dangerous Goods transport service in relation to the Goods including all documents expressly incorporated therein.
- 1.3. ‘Consignee’ means the person (corporate or otherwise and who may or may not be the Customer) to whom the Carrier contracts to deliver the Consignment.
- 1.4. ‘Consignment’ means the consignment of the Goods at any one time from one Consignor in a single load from one address in the Republic of South Africa to one Consignee at any one other address in the Republic of South Africa or the designated address outside of the Republic of South Africa (Any International Destination).
- 1.5. ‘Consignor’ / ‘Carrier’ means the person (corporate or otherwise who may or may not be IFS) who supplies the Consignment to IFS for carriage.
- 1.6. ‘Customer’ means the person (corporate or otherwise) who contracts with the Carrier for the carriage of goods.

- 1.7. 'Dangerous Goods' means goods of any nature including those listed in the Approved Carriage List which represent a hazard or include radioactive material.
 - 1.8. 'Goods' means the goods whether single or multiple units or in bulk which are transported in the Consignment.
 - 1.9. "IFS" means INTERLOC FREIGHT SERVICES (PROPRIETARY) LIMITED, Registration Number: 2007/024398/07, a company duly incorporated with limited liability in accordance with the company laws of the Republic of South Africa with its principal place of business at Unit 3, Perishable Cargo Triangle, OR Tambo International Airport, Kempton Park, Gauteng, Republic of South Africa
 - 1.10. 'Unit Load Device (ULD)' is the loading unit in which the cargo is placed into. This could be a Bag, Overbox and Aircraft Container.
 - 1.11. It is expressly stated to be the Customer's responsibility to read and understand these Conditions which will form the basis of the Contract under which any claims or disputes are settled. Customers are recommended to take professional advice and must arrange adequate insurance to provide full cover when the Consignment is in transit. A set of explanatory notes is available from the Freight Transport Association.
 - 1.12. Acronyms
 - 1.12.1. IATA – International Aviation Transportation Authority
 - 1.12.2. ICAO – International Civil Aviation Organization
 - 1.12.3. SACAA – South African Civil Aviation authority
 - 1.12.4. NRT – National Road Traffic Act
2. The Customer agrees that they are familiar with the 'Terms and Conditions of Carriage' of Interloc, and agrees to be bound by such terms and conditions when shipping Dangerous Goods within the IFS service portfolio.
- 2.1. For each shipment, the Customer must reference and ensure compliance with the IFS Air Cargo Approved Dangerous Goods listing located on the IFS Web Site: IFS-Approved-DG.pdf ("Approved Dangerous Goods") as well as the IFS Exclusions list located on the internet at: IFS-Exclusion-List.pdf. (<https://interloc.co.za/accreditation/>)

- 2.2. It is the customer's responsibility to ensure they are familiar with these changes by referencing the website IATA Web site (www.iata.org) before booking each shipment or by contacting IFS telephonically. IFS reserves the right to amend/revise these Service Terms, in accordance with changes instituted by airlines and Civil Aviation Regulatory organizations such as IATA, ICAO and SACAA and in accordance with the NRT for road consignments.
3. All lithium metal cells and batteries shipped by themselves (UN 3090) are forbidden for transport as cargo on passenger aircraft. All packages prepared in accordance with Packing Instruction 968, Section IA, IB and II, must bear a ***Cargo Aircraft Only label***, in addition to other required marks and/or labels. These shipments can be moved by road in accordance with the segregation of Hazardous Cargo.
 4. For shipments containing UN3090 Lithium Metal Batteries or Cells, IATA Packing Instruction 968 Sections IA and IB, the Customer represents the following: UN 38.3 Test Report or other signed certification must exist and has been reviewed by the the Customer for compliance for each model number of battery or cell being shipped. The Customer has confirmed that all inner packaging utilized prevent short circuits of batteries or cells.
 5. The Customer shall disclose and provide all relevant information regarding Dangerous Goods shipments to be tendered to IFS upon booking. Such information shall include, but not be limited to the origin and destination for each shipment and the Dangerous Goods classification. All cargo tendered to IFS must comply with and have all relevant labels and markings.
 6. The Customer represents that all Dangerous Goods tendered to IFS for shipment will be properly classified, packaged, marked and labelled in accordance with the IATA Dangerous Goods Regulations ("**DGR**") and ICAO technical Instructions For The Safe Transport Of Dangerous Goods, as permitted or limited by the DGR and recognizes that failure to do so may result in governmental fines, penalties or other claims.
 7. The Customer represents that all employees involved in the preparation of Dangerous Goods packages for transportation are properly trained, tested and certified in accordance with applicable provisions of the IATA DGR and will provide proof of such training upon request.
 8. IFS reserves the right to accept, refuse, to suspend, to return, or to properly dispose of any Dangerous Goods that IFS determines, in its sole discretion, not to have been prepared in accordance with the terms of this agreement, or the IATA DGR and ICAO TI,

or all other applicable governmental laws and regulations. Customer agrees to reimburse IFS for any costs or expenses incurred as a result of any improperly prepared Dangerous Goods which the Customer tenders to IFS. In addition, the Customer agrees to reimburse IFS for any costs or expenses incurred by IFS from the Customer's refusal to accept the return of Dangerous Goods which are not deliverable for any reason.

9. The Customer acknowledges that IFS will only handle Dangerous Goods to and from approved origins and destinations in its Dangerous Goods service. As such, the Customer agrees to tender to IFS only those Dangerous Goods shipments which have been approved by IFS for tender and transport to the agreed-upon origins and destinations.
10. The Customer agrees to indemnify, defend, and hold harmless IFS, its parent and affiliated companies, and their officers, directors, employees, agents, and their successors and assigns from all claims, demands, expenses (including reasonable attorneys' and consultants' fees), liabilities, causes of action, enforcement procedures, and suits of any kind or nature (hereinafter "Claims"), of which IFS may hereinafter incur as a result of the Customer's breach of this Agreement or its non-compliance with governmental laws and regulations applicable to the transportation of Dangerous Goods, whether such action is brought by a governmental agency or other person or an entity, except to the extent that such Claims result from IFS's gross negligence or willful misconduct or that of its employees, subcontractors, or agents.
11. The Customer agrees not to load any unit load device with any type of Dangerous Goods unless fully declared in line with the prescribed IATA Dangerous Goods Regulations and Airline specific requirements as stipulated in the IATA Dangerous Goods Manual. Please refer to the IFS Dangerous Goods Exclusion List Appendix A.
12. The term of this Agreement shall be for one year from the date set forth below. This Agreement shall be automatically renewed for successive one-year periods unless terminated. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
13. IFS shall have the right to terminate this Agreement immediately with respect to the transportation of Dangerous Goods if Customer fails to comply with any provisions of this Agreement and/or any applicable governmental regulations. If the Customer ships Dangerous Goods from more than one location, and the Customer fails to comply with any provisions of this Agreement and/or any governmental regulations, IFS may, in its sole discretion, terminate all of the Customer's shipment locations or limit such termination to those locations where the failure to comply occurred.

14. This Agreement shall be governed and interpreted according to the laws and regulations of The Republic of South Africa and other approved regulatory bodies. (IATA, ICAO, SACAA and NRT)
15. Neither party hereto may assign or delegate any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of an officer of the other party.
16. This Agreement represents the entire Agreement between the parties, and no other written or oral agreements have been made with respect to the subject matter hereof. Any modification of this Agreement shall be invalid unless in writing and signed by an authorized representative or officer of both parties to this Agreement.
17. A waiver of any default hereunder shall not be deemed a waiver of any other or subsequent default.
18. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original and which together shall constitute a single instrument.

IN WITNESS WHEREOF the parties have executed this Agreement the date set forth below.

INTERLOC FREIGHT SERVICES

("IFS")

By: _____

Title: _____

Company: _____

Date: _____

Email: _____

("Customer")

By: _____

Title: _____

Company: _____

Date: _____

Email: _____

Appendix A

IFS Dangerous Goods Exclusion List

Please note that IFS does not transport the following types of goods through its network:

1. Weapons and ammunition
2. Dangerous goods
 - 2.1. Class 1 (explosives)
 - 2.2. Class 2.3 (toxic gases)
 - 2.3. Class 4.1 (self-reactive substances which require controlled temperature UN codes 3231 to 3240, UN 3533, UN 3534, UN 3364, UN 3365, UN 3367 and UN 3368)
 - 2.4. Class 5.2 (organic peroxides which require controlled temperature UN codes 3111 to 3120)
 - 2.5. Class 6.1 (toxic substances Packaging Group 1)
 - 2.6. Class 6.2 (biohazardous substances)
 - 2.7. Class 7 (radioactive substances)
 - 2.8. Class 9 (UN codes 2212, 2590, 2315, 3151, 3152) and lithium-ion batteries and lithium metal batteries (UN 3480, 3481, 3090 and 3091) that are damaged or defective as defined in Special Provision 376
 - 2.9. Wastes, living botanicals, livestock, animals, perishables
 - 2.10. Money, precious metal, jewellery, gemstones, works of art, antiques, checks, ready-to-use credit cards, coins, fiscal stamps, valid telephone cards
 - 2.11. Any means of payment, securities (guarantees), valuables.
 - 2.12. Finished tobacco products (cigarettes, cigars, etc.)