



BLUE WING LOGISTICS (PTY) LTD **TERMS & CONDITIONS OF CARRIAGE**



BLUE WING LOGISTICS (PTY) LTD

TERMS & CONDITIONS OF CARRIAGE

Registration Number: 66824

Company	Blue Wing Logistics (Pty) Ltd
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Effective date: 24 August 2026

Important: These terms should be reviewed by a South African attorney before being adopted as the final customer-facing contract.

IMPORTANT CUSTOMER NOTICE

These Terms and Conditions of Carriage ("Conditions") set out the basis on which Blue Wing Logistics (Pty) Ltd ("Blue Wing Logistics", "we", "us" or "our") provides courier, collection, transportation and delivery services to a customer ("Customer", "you" or "your").

By requesting, booking, accepting or using our Services, the Customer acknowledges that these Conditions form part of the agreement between the Customer and Blue Wing Logistics, subject always to any rights and protections that cannot lawfully be excluded or limited.

Nothing in these Conditions is intended to exclude, restrict or waive a right, warranty, obligation or remedy to the extent that applicable South African law does not permit such exclusion, restriction or waiver. In particular, consumer-facing provisions must be applied consistently with the Consumer Protection Act 68 of 2008 where that Act applies. The Act regulates unfair



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terms and requires certain risk, liability and other provisions to be brought to a consumer's attention. (Consumer Protection Act, 2008 – official government source)

Where personal information is collected or used in connection with a shipment, Blue Wing Logistics will process that information in accordance with applicable privacy law, including the Protection of Personal Information Act 4 of 2013 (POPIA). The Information Regulator confirms that POPIA establishes conditions for lawful processing of personal information by public and private bodies. (Information Regulator – POPIA)

1. Definitions and interpretation

“Blue Wing Logistics”: Blue Wing Logistics (Pty) Ltd, Registration Number 66824.

“Customer” / “Sender”: The person or entity that requests or pays for a Service and/or hands Goods to us for carriage.

“Consignment” / “Goods”: Any parcel, package, item or other property accepted by us for collection, transportation, handling or delivery.

“Recipient”: The person or entity identified by the Customer to receive a Consignment.

“Services”: Courier, collection, transportation, delivery, handling, storage where reasonably necessary, tracking and related logistics services supplied by us.

“Business Day”: A day other than a Saturday, Sunday or South African public holiday, unless we expressly state otherwise for a particular Service.

“Force Majeure Event”: An event beyond the reasonable control of the affected party, as described in clause 18.

“Waybill”: The physical or electronic shipping record, label, booking record, manifest or other document containing the shipment details.

Words in the singular include the plural and vice versa. References to a person include a natural person, company, close corporation, partnership, trust or other legal entity where applicable.

2. Scope and acceptance of the Services

Our Services are provided subject to these Conditions, the applicable quotation or tariff, and any written service-specific terms agreed with the Customer.

A booking, instruction, handover of a Consignment, payment for a Service, or use of a tracking or delivery service constitutes an acknowledgement that the Customer has had an opportunity to review these Conditions.

If a written service agreement signed by both parties conflicts with these Conditions, the signed service agreement will prevail to the extent of the conflict.

We may use employees, independent contractors, subcontractors, line-haul operators or other service providers to perform part of the Services. We remain responsible for our obligations to the extent required by applicable law.

3. Bookings, instructions and shipment information

All bookings require written confirmation via Whatsapp details provided or email and a waybill reference (BW-...).



The Customer must provide complete and accurate information when booking a Service. This includes the Sender's details, Recipient's full name, delivery address, contact number, and any information reasonably required to complete the delivery.

The Customer must provide any special handling or delivery instruction in sufficient time for us to consider and, where accepted, implement it.

We may rely on the shipment information supplied by the Customer. If information is incomplete, inaccurate or misleading, we may contact the Customer, suspend the shipment, return the Consignment, or make reasonable alternative arrangements, with any applicable additional costs charged to the Customer.

A delivery estimate is an estimate and is not a guarantee of delivery at a particular hour unless a specific guaranteed service has been expressly agreed in writing.

4. Quotations, tariffs and charges

Our prices may be based on the route, service selected, actual mass, volumetric mass, dimensions, handling requirements, delivery area and other factors stated in the quotation or tariff.

Unless expressly stated otherwise, a quotation is based on the information supplied at the time of quotation and may be adjusted if the actual shipment differs materially from the information supplied.

Where a shipment is re-weighed or re-measured and the applicable charge changes, Blue Wing Logistics may invoice the difference and any reasonable additional handling or transport charge that arises from the discrepancy.

Additional charges may apply for, among other things, re-delivery, incorrect addresses, waiting time, special handling, storage, remote-area delivery, after-hours services, or changes requested after collection.

A waiting fee would be applied after 10 minutes at designated delivery address, every 15 minutes thereafter would be R25 p/15 minutes.

Any VAT or other tax legally chargeable will be added where applicable.

5. Payment

The Customer must pay the agreed charges in accordance with the invoice, quotation or account terms applicable to the Customer.

Unless otherwise agreed in writing, payment is due by the date stated on the invoice.

If an amount remains unpaid after its due date, we may, subject to applicable law and the Customer's contractual rights, suspend further Services until the account is brought up to date.

The Customer remains responsible for reasonable costs lawfully incurred in recovering overdue amounts, subject to applicable law and any court or statutory requirements.

6. Collection and handover of Goods

The Customer must ensure that the Consignment is ready for collection at the agreed location and within the agreed collection window.

We may decline to collect a Consignment where it is not adequately packaged, contains prohibited Goods, is materially different from the booking, or presents a safety, legal or operational risk.

The Customer warrants that it is entitled to send the Goods and has authority to instruct us to transport them.



The Customer is responsible for ensuring that the Goods and their packaging comply with applicable laws and the requirements of the Service.

7. Packaging, labelling and dimensions

The Customer is responsible for packaging each Consignment so that it can reasonably withstand normal handling, loading, unloading and road transportation.

Packaging must protect the contents from ordinary movement and contact with other consignments. Fragile or sensitive items require appropriate protective packaging and clear handling instructions.

Every Consignment must be clearly labelled with the delivery information supplied to Blue Wing Logistics. The Customer must ensure that labels remain legible during transit.

Where the Customer declares dimensions or weight for pricing purposes, the declaration must be accurate. We may verify dimensions and weight and adjust the charge where the actual measurement differs.

We may refuse or return a Consignment that exceeds the maximum size, mass or handling limits applicable to the Service selected.

8. Delivery and attempted delivery

We will use reasonable operational efforts to deliver the Consignment to the address supplied by the Customer.

The Recipient or another person reasonably appearing to be authorised to accept the Consignment may be asked to acknowledge receipt.

Where delivery cannot reasonably be completed because of an incorrect or incomplete address, unavailable Recipient, unsafe access, refusal to accept the Consignment, or another circumstance not caused by Blue Wing Logistics, we may make a reasonable delivery attempt and contact the Customer for further instructions.

If driver is at correct recipient address/location/drop-off point, called recipient and had waited for a time period of 10 minutes and no answer/feedback from recipient or refusal of receiving parcel and incorrect information of recipient, returns and re-delivery fee may be charged.

If a return, second delivery attempt or additional handling is requested or required for reasons attributable to the Customer or Recipient, additional charges may apply.

Delivery timeframes may be affected by traffic, weather, road closures, operational constraints, public holidays, peak periods and other events beyond our reasonable control.

9. Undelivered, refused or unclaimed consignments

If a Consignment cannot be delivered after reasonable attempts, we may return it to the Sender or hold it temporarily while awaiting instructions.

The Customer may be responsible for reasonable costs of attempted delivery, return transport, additional delivery instructions, handling and storage, where those costs arise from circumstances for which the Customer is responsible.

If a Consignment remains unclaimed for an extended period, we may take further steps permitted by applicable law, including disposal or other lawful treatment of the Goods after appropriate notice.



10. Prohibited and restricted Goods

Blue Wing Logistics does not accept Goods whose carriage is prohibited by law or which, in our reasonable assessment, present an unacceptable safety, security, regulatory or operational risk.

Examples include unlawful items, hazardous or dangerous materials, explosive or highly flammable materials, certain biological or toxic materials, live animals, cash and other restricted items unless we have expressly agreed in writing to accept the specific item and all required legal conditions are satisfied.

The Customer must not conceal, misdescribe or falsely declare the nature, value, mass or dimensions of a Consignment.

If prohibited or restricted Goods are tendered to us, we may refuse carriage, stop or isolate the Consignment, return it, notify the relevant authority where legally required, or take another lawful step necessary to protect people, property and the public.

The Customer is responsible for reasonable losses, penalties, claims or costs caused by the Customer's breach of this clause, subject to applicable law.

11. Inspection and security

Where reasonably necessary for safety, security, regulatory compliance, loss prevention or investigation of a discrepancy, Blue Wing Logistics may inspect or arrange for inspection of a Consignment to the extent permitted by law.

We may delay, refuse or suspend carriage while a safety, legal or security concern is investigated.

Inspection does not transfer responsibility for the legality or ownership of the Goods to Blue Wing Logistics.

12. Risk, loss and damage

The Customer remains responsible for ensuring that Goods are properly packaged, correctly described and suitable for ordinary courier transportation.

Subject to any mandatory legal rights and to the specific liability arrangements agreed for the Service, Blue Wing Logistics will not be responsible for loss or damage caused by inadequate packaging, incorrect information supplied by the Customer, the inherent nature of the Goods, prohibited or undeclared Goods, or circumstances outside our reasonable control.

Nothing in these Conditions excludes liability where the law does not permit that liability to be excluded or limited.

The Customer should consider appropriate insurance for Goods whose value or nature makes insurance advisable. Unless expressly agreed in writing, Blue Wing Logistics is not the Customer's insurer.

13. Limitation of liability

To the maximum extent permitted by applicable law, Blue Wing Logistics' liability for a proven claim arising directly from the provision of a Service will be limited to the amount expressly stated in the applicable quotation, service schedule or written agreement, or, where no such amount has been agreed, to the amount of the direct loss that the law permits us to limit.

We will not be liable for indirect, special or consequential loss, including loss of profit, loss of business, loss of anticipated savings or reputational loss, except to the extent that such limitation is not permitted by law.

We do not exclude or limit liability for matters that cannot lawfully be excluded or limited, including liability arising from conduct for which South African law prohibits an exclusion or limitation.



The Customer's statutory rights under applicable consumer legislation remain unaffected.

14. Claims for loss, damage or service issues

A Customer who believes that a Consignment has been lost, damaged or incorrectly delivered should notify Blue Wing Logistics as soon as reasonably possible and provide the shipment or Waybill reference.

A claim needs to be reported within 24 hours with Waybill reference (BW-....), and Consignment would be kept on the premises of Blue Wing Logistics for up to 48 hours.

A claim should include sufficient information for investigation, including photographs where damage is alleged, proof of value where relevant, and any other reasonable supporting documentation requested by us.

Nothing in this clause removes a statutory right to make a claim within a longer period where the law provides such a right.

We may investigate the claim, inspect the Goods or packaging, request supporting documents and take reasonable steps to establish what occurred.

15. Insurance

Unless a separate written insurance or limited-liability arrangement has been agreed, the Customer is responsible for arranging insurance suitable for the value and nature of the Goods.

Insurance arranged by the Customer is subject to the insurer's own policy terms, exclusions and claim requirements.

The Customer should not tender unusually valuable, fragile or sensitive Goods without first confirming whether the selected Service and insurance arrangements are suitable.

Customer is solely responsible for declaring value of valuable Goods of >R2000.

16. Customer responsibilities and indemnity

The Customer is responsible for the accuracy of information provided to Blue Wing Logistics and for complying with these Conditions.

To the extent permitted by law, the Customer agrees to indemnify Blue Wing Logistics against reasonable third-party claims, penalties, direct losses and costs arising from the Customer's unlawful conduct, misrepresentation, prohibited Goods, inadequate packaging, or breach of these Conditions.

This indemnity does not apply to the extent that the claim or loss was caused by conduct for which Blue Wing Logistics is legally responsible and which cannot lawfully be transferred to the Customer.

17. Personal information and privacy

Blue Wing Logistics may collect and process personal information reasonably required to provide, manage, track, secure and invoice for the Services.



Information may include names, telephone numbers, email addresses, delivery addresses, shipment references and related transaction information.

Personal information will be processed in accordance with applicable privacy law and the principles of lawful processing under POPIA. The Information Regulator states that POPIA applies to the protection and lawful processing of personal information by private and public bodies. (Information Regulator – POPIA)

Where necessary to perform the Service, information may be shared with employees, contractors, delivery partners, technology providers, payment providers or other parties involved in the lawful completion of the shipment.

Customers may exercise rights available to them under applicable privacy law through the contact details published by Blue Wing Logistics.

18. Force majeure and events outside our control

Blue Wing Logistics will not be responsible for delay or failure to perform a Service to the extent caused by an event reasonably beyond our control.

Such events may include severe weather, flooding, fire, accident, road closures, civil unrest, strikes, interruptions to transport infrastructure, government action, power or telecommunications failures, epidemics, or other comparable events.

Customer would be notified via communication platforms such as WhatsApp or email if any events outside of the control of Blue Wings Logistics may happen.

Where such an event occurs, we will take reasonable operational steps to continue or resume the Service when practicable.

19. Electronic communications and records

Where permitted by law, bookings, quotations, invoices, delivery confirmations, notifications and other communications may be sent electronically.

Electronic records may be used as evidence of bookings, instructions, communications, charges and delivery events, subject to applicable law.

Customers should keep their contact details up to date so that operational notices can be delivered effectively.

20. Changes to these Conditions

Blue Wing Logistics may update these Conditions from time to time to reflect changes in its Services, operations, technology or applicable law.

The version applicable to a particular shipment will be the version incorporated into the Customer's agreement for that shipment, subject to any mandatory legal requirements.

Where a change materially affects an ongoing account or recurring arrangement, we will provide reasonable notice where required or appropriate.



21. Governing law and jurisdiction

These Conditions are governed by the laws of the Republic of South Africa.

Subject to any mandatory consumer rights and any applicable statutory jurisdiction rules, disputes may be dealt with by a court of competent jurisdiction in South Africa.

Nothing in this clause prevents a Customer from exercising a right or remedy that applicable law gives to that Customer.

22. Severability

If a court or competent authority finds any provision of these Conditions invalid, unlawful or unenforceable, that provision will be severed or limited to the extent necessary, and the remaining provisions will continue to operate to the extent permitted by law.

23. Entire agreement and no waiver

These Conditions, together with the applicable quotation, Waybill, service schedule and any signed written agreement, constitute the agreement governing the relevant Service.

A failure or delay by Blue Wing Logistics to enforce a provision does not constitute a permanent waiver of that provision or of any other right.

Any waiver of a provision for a particular transaction does not automatically constitute a waiver for future transactions.

24. Customer acknowledgement

The Customer confirms that it has had a reasonable opportunity to read these Conditions and to ask questions about the Services before making use of them.

The Customer understands that delivery timeframes may be estimates unless a guaranteed service has been expressly agreed, that packaging is an important part of safe transportation, and that liability may be limited where the law permits.

Where the Consumer Protection Act or another mandatory law applies, this acknowledgement does not remove or reduce any non-waivable right.

25. Contact details and notices

Blue Wing Logistics (Pty) Ltd

Registration Number: 66824

WhatsApp: +27 60 276 1112

Telephone: +27 83 475 3670 | +27 72 747 8992

Email: info@bluewinglogistics.co.za

Website: www.bluewinglogistics.co.za

For formal notices, complaints or claims, customers should use the contact details above and include their shipment/Waybill reference where applicable.



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CUSTOMER ACCEPTANCE

I/We confirm that I/we have read and understood the Blue Wing Logistics (Pty) Ltd Terms & Conditions of Carriage and agree that they will apply to the Services requested, subject to applicable South African law.

Customer / Company	
Registration / ID No.	
Authorised representative	
Signature	
Date	
Waybill / Account reference	

END OF TERMS & CONDITIONS



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QUICK REFERENCE

Clauses	Subject
1–2	Definitions; scope and acceptance
3–6	Bookings; pricing; payment; collection
7–11	Packaging; delivery; undelivered items; prohibited goods; inspection
12–16	Risk; liability; claims; insurance; customer responsibilities
17–20	Privacy; force majeure; electronic records; changes
21–24	Law; severability; entire agreement; acknowledgement
25	Contact details and notices