

Terms & Conditions

Effective date: 2 October 2026

These terms govern courier, logistics, collection, delivery and related services supplied by Delivery Ka Speedy (Pty) Ltd, trading as Delivery Ka Speed (“DKS”, “we”, “us” or “our”).

IMPORTANT - PLEASE READ BEFORE BOOKING

Some clauses below limit DKS’s liability, allocate responsibility to the customer for packaging, declarations and lawful contents, and require the customer to indemnify DKS for losses caused by the customer’s breach or unlawful shipment. These clauses may affect your rights and should be brought to your attention before you complete a booking. Nothing in these terms excludes liability for gross negligence, wilful misconduct, or any right or liability that cannot lawfully be excluded or limited.

By booking, paying for, tendering a parcel to, or otherwise using a DKS service, the customer agrees that these Terms & Conditions, the applicable quote or rate, the Delivery & Service Policy, Refund Policy, Cancellation Policy and Privacy Policy form part of the agreement for that service. Where the law requires specific disclosure or affirmative acceptance, DKS will present the relevant terms before the transaction is completed.

1. Supplier identity and statutory disclosures

- Legal entity: Delivery Ka Speedy (Pty) Ltd, a private company registered in the Republic of South Africa, registration number 2021/672381/07, trading as Delivery Ka Speed.
- Office bearer reflected in the company record: Godiragetse Mogajane, Director.
- Registered office and address for receipt of legal service: 341 Jan Smuts Avenue, Hyde Park, Sandton, 2196, South Africa.
- Customer support / operational contact address: Building 4, Clearwater Office Park, 1 Millennium Boulevard, Strubensvallei, Roodepoort, 1735, South Africa.
- Website: www.deliverykaspeed.com. Email: support@deliverykaspeed.com. Telephone: +27 68 944 2018.
- Main service: domestic courier, logistics, collection, delivery, return logistics, collection-point services and related business logistics services.
- Transaction currency: South African Rand (ZAR), unless DKS expressly quotes otherwise in writing.
- Payment method: the payment methods offered in the booking flow or approved account terms. Online payments may be processed by a third-party payment service provider such as PayFast.
- Self-regulatory / accreditation code: none is incorporated into these consumer terms unless DKS expressly identifies it on the website or in the booking.

Before final submission of an online order, the customer must be given a reasonable opportunity to review the transaction, correct errors and withdraw before placing the order. The final amount payable, including applicable taxes, transport charges, surcharges and other disclosed fees, must be shown before payment.

2. Scope and definitions

“Customer” means the person or business booking or paying for the service. “Sender” means the person from whom a parcel is collected or accepted. “Recipient” means the person or organisation to

whom a parcel is addressed. “Shipment” includes any parcel, consignment, document or item tendered to DKS for carriage or related logistics services.

Unless expressly agreed otherwise in writing, DKS services are provided within South Africa. Business customers may also be subject to a quotation, rate card, service-level agreement, credit agreement or master services agreement.

3. Quotes, booking formation and payment

- A quote is based on the information supplied at the time of quotation, including origin, destination, service level, parcel dimensions, actual or volumetric weight, quantity, declared contents and any special handling requirements.
- A booking is only accepted when DKS confirms it and any required payment has been successfully received, or approved account terms apply. An automated quote or payment attempt does not by itself require DKS to carry a shipment that is prohibited, unsafe, incorrectly described or outside service capability.
- If the actual shipment differs materially from the information supplied, DKS may reweigh or remeasure it, revise the charge, change the service level, suspend onward movement pending instruction, or require payment of the difference before completing the service.
- DKS may perform reasonable fraud, sanctions, identity, payment or security checks before accepting or releasing a shipment.

4. Customer warranties and authority

The customer warrants that they are the owner of the shipment or are lawfully authorised by the owner to arrange its carriage, and that they have authority to provide the sender’s and recipient’s information to DKS for the delivery purpose.

The customer must provide complete and accurate information, including sender and recipient details, addresses, contact numbers, parcel dimensions and weight, a truthful description of contents, value where requested, and any special handling information reasonably required by DKS.

The customer is responsible for obtaining any licence, permit, consent or document required for the lawful carriage of the shipment unless DKS expressly agrees in writing to obtain it.

5. Packaging and labelling

The customer is responsible for packaging and labelling each shipment so that it is suitable for ordinary courier handling, transport, sorting and stacking, taking into account the nature, weight, fragility and value of the contents. Fragile, liquid, perishable, electronic or high-value items require packaging appropriate to their characteristics.

DKS may refuse, repack at the customer’s cost where agreed, or suspend a shipment that is unsafe, leaking, inadequately packaged, incorrectly labelled, or materially different from the declared specifications. Acceptance of a parcel does not mean that DKS has certified the adequacy of its packaging or contents.

6. Prohibited, restricted and high-risk shipments

The customer may not tender unlawful goods or goods that DKS or an applicable delivery partner is prohibited from carrying. Certain items may be accepted only with DKS’s prior written approval, special packaging, additional documentation or enhanced service conditions.

- Dangerous, explosive, flammable, corrosive, toxic, radioactive or otherwise hazardous materials.
- Firearms, ammunition, weapons or controlled items unless lawfully permitted and expressly accepted by DKS in writing.
- Cash, bullion, negotiable instruments, precious stones, jewellery, high-value collectibles or other unusually valuable items unless expressly accepted under written service conditions.
- Perishable, temperature-sensitive, live, fragile or irreplaceable items unless the service is expressly suitable and accepted for them.
- Illegal goods, counterfeit goods, stolen goods, controlled substances or any item whose transport, possession or delivery would be unlawful.

Where DKS reasonably suspects a safety, security or legal issue, DKS may inspect, open or require the opening of a shipment to the extent reasonably necessary and lawful, refuse or stop carriage, return it, isolate it, or make it available to a competent authority. The customer remains responsible for lawful contents and any resulting lawful costs.

7. Collection, routing and delivery

DKS may choose the operational route, hub, collection point, vehicle, employee, contractor or approved delivery partner used to perform the service, unless a specific routing requirement was expressly agreed in writing.

The sender must have the parcel ready and reasonably accessible during the agreed collection window. The recipient must be reasonably contactable and the delivery address must be safe and accessible.

Depending on the service, DKS may evidence collection or delivery using a signature, recipient name, photograph, scan, one-time pin, timestamp, location record, status event or another reasonable proof-of-delivery record. Such records may be used as evidence of the delivery event, subject to applicable law and any contrary evidence.

Unless delivery to a named individual is expressly required, DKS may deliver to an adult or person reasonably appearing authorised to receive the shipment at the delivery address, reception, security point, business premises or agreed collection point. DKS will not intentionally leave a parcel unattended unless the customer or recipient has authorised an appropriate safe-place arrangement or the service expressly permits it.

8. Failed attempts, address changes and return to sender

If collection or delivery cannot be completed because of sender or recipient unavailability, access restrictions, an incorrect or incomplete address, unsafe conditions, refusal, incorrect contact details or another circumstance outside DKS's reasonable control, DKS may arrange another attempt, hold the shipment, direct it to a collection point, change the delivery method, or return it to the sender.

A material address change after booking is subject to operational feasibility and may require repricing, additional time or a new service. Additional transport, handling, storage, redelivery or return-to-sender charges may apply where permitted by law and reasonably incurred.

DKS is not obliged to store undeliverable or unclaimed shipments indefinitely. After reasonable attempts to contact the relevant party and any notice required by law, DKS may deal with an unclaimed shipment in the manner permitted by applicable law. DKS may exercise any lawful lien or right of retention available for unpaid charges.

9. Service estimates, delays and events outside reasonable control

Unless DKS expressly provides a written guaranteed service, collection and delivery times are estimates and not absolute guarantees. Estimates can be affected by origin, destination, service level, parcel characteristics, peak volumes, road or infrastructure conditions, partner handovers and operational events.

DKS is not responsible for delay or non-performance to the extent caused by events outside its reasonable control, including severe weather, road closures, load shedding or infrastructure failures, civil disruption, security incidents, riots, strikes not limited to DKS, regulatory action, acts of public authorities, network outages, natural disasters or similar events. DKS will take reasonable steps to manage affected shipments and resume performance when reasonably possible.

10. Insurance, declared value and high-value goods

IMPORTANT - DKS IS NOT AN INSURER

The ordinary courier charge does not by itself mean that a shipment is insured for its full retail, replacement, sentimental or consequential value. Insurance, enhanced liability cover or a special value arrangement applies only if DKS expressly confirms it in writing for the shipment or under an applicable business agreement. Customers should arrange appropriate insurance for high-value, fragile, irreplaceable or commercially critical goods where no enhanced cover has been confirmed.

Where DKS requests a declared value, the customer must declare it accurately. A declared value does not automatically create insurance or increase DKS's liability unless DKS expressly accepts that effect in writing.

11. Loss, damage and limitation of liability

IMPORTANT - LIMITATION OF LIABILITY

To the maximum extent permitted by law, DKS is liable only for direct, proven loss that is legally attributable to DKS. DKS is not liable for indirect, consequential, special or purely economic loss such as loss of profit, loss of revenue, business interruption, loss of opportunity, loss of market, reputational harm or sentimental value, unless applicable law does not permit that exclusion. Nothing excludes or limits liability for DKS's gross negligence, wilful misconduct, fraud, or any liability that cannot lawfully be excluded or limited.

In assessing any claim, DKS may consider the actual condition and value of the goods, proof of ownership and value, depreciation, packaging, declared contents, customer instructions, any contributory act or omission, mitigation of loss, the service purchased, applicable insurance or enhanced cover, and any lawful service-specific liability limit disclosed before booking.

DKS is not liable, to the extent permitted by law, for loss or damage caused by inadequate or unsuitable packaging; inherent defect, deterioration or ordinary leakage of the contents; prohibited or undeclared contents; inaccurate shipment information; acts or omissions of the sender or recipient; or an event outside DKS's reasonable control, except to the extent DKS's own legally actionable conduct caused or contributed to the loss.

12. Customer indemnity

IMPORTANT - CUSTOMER INDEMNITY

To the extent permitted by law, the customer indemnifies DKS and its personnel and approved delivery partners against third-party claims, fines, penalties, clean-up costs, losses and reasonable expenses arising from the customer's unlawful, prohibited, dangerous or materially misdeclared shipment; lack of authority to ship the goods; infringement of third-party rights; or material breach of these terms. This indemnity does not apply to loss caused by DKS's gross negligence, wilful misconduct or other liability that cannot lawfully be excluded.

13. Claims and investigation

Customers should report visible damage, suspected loss, misdelivery or a material service failure as soon as reasonably possible, preferably within 7 calendar days after delivery or the date on which the issue became apparent. Prompt notice assists DKS to preserve scans, photographs, CCTV, packaging and partner records. A failure to notify within that operational period will not remove any right that cannot lawfully be excluded, but may affect DKS's ability to investigate the claim.

The claimant must provide reasonable supporting information, which may include the waybill or booking reference, proof of payment, proof of ownership and value, photographs, original packaging, repair or replacement evidence and any other information reasonably required to assess causation and loss. The claimant must take reasonable steps to limit further loss.

14. Cancellation, cooling-off and refunds

Cancellation requests are governed by the DKS Cancellation Policy and refunds by the DKS Refund Policy. A reasonable cancellation or service charge may apply where permitted by law, taking account of the stage of the booking and costs reasonably incurred. DKS will not impose a cancellation fee where applicable law prohibits one, including a circumstance falling within section 17(5) of the Consumer Protection Act.

The seven-day cooling-off right in section 44 of the Electronic Communications and Transactions Act does not apply in every case. In particular, it does not apply to certain transport services that the supplier undertakes to provide on a specific date or within a specific period, and it may not apply where a service began with the consumer's consent before the end of the cooling-off period. Where a statutory cooling-off or direct-marketing cancellation right does apply, DKS will honour it.

If DKS is unable to perform an electronic order because the service is unavailable, DKS will notify the customer and process any refund required by applicable law. No term in these policies removes a non-waivable statutory right.

15. Refunds, payment disputes and chargebacks

An approved electronic refund will ordinarily be returned through the original payment channel, subject to the payment provider's rules. For card payments, DKS will not knowingly refund more than the original transaction amount or refund to a different card where the payment rules prohibit it.

A customer must not seek double recovery for the same transaction. If a customer receives a refund and also obtains a chargeback, reversal or other recovery for the same amount, DKS may take lawful

steps to recover the duplicate amount. DKS may provide booking, payment, communication and proof-of-delivery records to a payment provider or bank for the purpose of responding to a lawful transaction dispute.

16. Personal information and communications

DKS processes personal information as described in the Privacy Policy. Customers who provide sender or recipient information must do so lawfully and for a legitimate shipment purpose. Operational messages about a booking, including collection, delivery, payment, exception and tracking communications, are part of providing the service and are not treated as optional marketing messages.

17. Business account customers

A business customer may be subject to a separate written quotation, rate card, service-level agreement, credit agreement or master services agreement. A specifically negotiated written term prevails over these general terms to the extent of an actual conflict and to the extent permitted by law. Nothing in these general terms creates an SLA, insurance benefit, credit facility or liability cap that DKS has not expressly agreed in writing.

18. Website, intellectual property and acceptable use

The DKS name, trademarks, logos, website content, booking interfaces and related materials are protected by applicable intellectual-property law. Except as permitted by law, users may not copy, scrape, reverse engineer, interfere with, misuse or fraudulently access DKS systems or use the website in a manner that compromises security, availability or other users.

DKS takes reasonable steps to keep website information accurate, but service availability, routes, pricing and operational information may change. The confirmed quote or booking record for the specific transaction prevails over general website content where they differ.

19. Electronic records and transaction history

Customers should retain their booking confirmation, waybill and payment receipt, which provide a reproducible record of the transaction. DKS will retain transaction and operational records for the periods required by applicable law and for legitimate accounting, tax, fraud, claims, insurance and dispute purposes, subject to the Privacy Policy. Subject to identity verification, applicable law, the applicable retention period and system availability, a customer may request a copy of records DKS is lawfully able to provide.

The parties agree that electronic communications, booking records, scans and other data messages may be used as evidence to the extent permitted by law. Nothing in this clause makes an automated status or record conclusive if reliable contrary evidence exists.

20. Complaints and disputes

Customers should first contact DKS at support@deliverykaspeed.com with the booking reference and details of the concern. DKS will attempt to investigate and resolve complaints reasonably. A consumer may also approach any competent court, tribunal, regulator, ombud or statutory dispute-resolution body available under South African law. DKS does not require a consumer to waive any statutory complaint or redress right.

21. Changes to these terms

DKS may update these Terms & Conditions for future bookings to reflect operational, legal, technology or service changes. Unless a change is required by law or agreed with the customer, the version presented or made available when a booking is concluded applies to that booking.

22. General legal provisions

If any provision is unlawful or unenforceable, it will be severed or limited to the minimum extent necessary without invalidating the remaining provisions. A failure by DKS to enforce a right on one occasion does not waive that right. DKS may transfer or subcontract operational performance as permitted by these terms, but may not transfer a consumer obligation in a manner prohibited by law.

These terms are governed by the laws of the Republic of South Africa. Disputes may be brought before any South African court or tribunal with lawful jurisdiction. Nothing in these terms waives, restricts or excludes a consumer right that may not lawfully be waived, restricted or excluded.

23. Contact details

Delivery Ka Speedy (Pty) Ltd trading as Delivery Ka Speed (DKS)

Company registration number: 2021/672381/07

Registered office / address for legal service: 341 Jan Smuts Avenue, Hyde Park, Sandton, 2196, South Africa

Customer support / operational contact address: Building 4, Clearwater Office Park, 1 Millennium Boulevard, Strubensvallei, Roodepoort, 1735, South Africa

Email: support@deliverykaspeed.com

Telephone: +27 68 944 2018

Website: www.deliverykaspeed.com