



# Nduky Express Delivery Liability Policy

Effective Date: 1<sup>st</sup> August 2025

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## 1. Introduction

This Delivery Liability Policy outlines the extent of **Nduky Express' responsibility** concerning the handling, transit, delay, loss, or damage of goods transported through our platform by registered riders. By using Nduky's services, both Clients and Riders agree to the terms outlined herein.

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## 2. Nduky's Role

Nduky Express is a **digital intermediary** connecting Clients (senders) to independent Riders for on-demand delivery services. Nduky does **not act as the owner, shipper, or direct handler** of the goods. The platform facilitates service matching, tracking, and support.

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## 3. General Liability Disclaimer

- **3.1 Nduky does not guarantee the condition** or final delivery of the item unless explicitly stated or insured.
  - **3.2 Items are delivered at the Client's own risk**, and Clients are responsible for proper packaging and accurate destination details.
  - **3.3 Nduky shall not be liable** for any loss or damage to goods due to:
    - Poor packaging by the sender
    - Incorrect delivery instructions
    - Force majeure (weather, traffic, strikes)
    - Third-party actions (theft, vandalism)
    - Rider or Client negligence
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#### 4. Value Declaration & Exclusions

- **4.1** Clients are encouraged to **declare high-value items** in advance and purchase optional **rider insurance coverage** through established partners.
- **4.2** The following items are **excluded** from any form of liability or compensation:
  - Cash or cheques
  - Jewelry, electronics over KES 5,000 (unless insured)
  - Perishable goods
  - Hazardous materials or illegal items

#### 5. Rider Responsibility

- **5.1** Riders agree to **safely transport parcels** and follow Nduky's Rider Code of Conduct.
- **5.2** Riders are liable for damage or loss only in cases of:
  - Proven negligence (e.g., reckless handling)
  - Willful misconduct (e.g., theft)
- **5.3** In such cases, Nduky reserves the right to:
  - Suspend or terminate the rider account
  - Seek recovery or deduct repair/replacement value from rider earnings

#### 6. Client Responsibility

- **6.1** Clients must:
  - Provide **accurate addresses and contact details**
  - Ensure **items are sealed and protected**
  - Disclose **special handling instructions** at the time of request
- **6.2** Nduky will not compensate for delays caused by:
  - Inaccessible delivery points
  - Unresponsive recipients
  - Delays in payment at any point

#### 7. Delay Policy

- **7.1** Nduky strives for prompt delivery but **does not guarantee delivery times**.
- **7.2** Delays may occur due to traffic, weather, rider availability, or system errors.
- **7.3** Clients will be notified via the app if delays are expected beyond reasonable delivery windows.



## 8. Filing a Complaint or Claim

- **8.1** Clients must file any complaints or compensation claims within **24 hours** of the scheduled delivery time via:
  - The in-app support form
  - Email: support@nduky.com
- **8.2** Claims must include:
  - Delivery reference number
  - Description and proof of loss or damage
  - Estimated value and requested resolution
- **8.3** All claims will be reviewed within **7 business days**.

## 9. Limit of Liability

- Unless separately insured or contractually agreed upon, Nduky's liability is capped at **KES 5,000** per delivery.
- This applies only if rider negligence or system error is proven and excludes all cases listed in Section 3 and 4.

## 10. Changes to this Policy

Nduky reserves the right to amend this Delivery Liability Policy at any time. Changes will be communicated via the platform and take effect immediately upon publication.

✦ By using the Nduky app, Clients and Riders accept these liability terms in full.