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## *Terms and Conditions*

### *FreightSafe Warranty*

Unless the Customer has elected prior to the commencement of the Carriage that the FreightSafe Warranty is not to apply to the consignment, the Carrier will provide to the Customer a warranty against loss or damage to Goods during the Carriage and while the Goods are in the possession of the Carrier, subject to the limitations and exclusions set out hereunder (the "FreightSafe Warranty").

The FreightSafe Warranty applies to all goods consigned on each Customer's unique account code. Customers cannot elect which consignments the FreightSafe Warranty will apply to and the FreightSafe Warranty will apply to an account completely, or not all. Once a Customer has made an election as to whether the FreightSafe Warranty is to apply to their account or not, this election will apply for a 12 month period from the date that the election is made.

### *FreightSafe Warranty Claims*

Any claim under the 1<sup>st</sup> Fleet Express FreightSafe Warranty for damage to or loss of Goods ("Claim") must be made in writing on a claim form supplied by the Carrier. Claims must be sent to "Warranty Department", 1st Fleet Pty Ltd Locked Bag 67, Wetherill Park BC NSW 2164, or faxed to (02) 9729 3643 or emailed to [warranty@1stfleet.com.au](mailto:warranty@1stfleet.com.au).

The Customer must notify the Carrier in writing of any Claim within the following time limits:

- (a) where the Receiver has indicated in writing on the consignment note that loss or damage has occurred in respect of the Goods, within fourteen (14) days from the date of delivery of the Goods to the Delivery Address;
- (b) where the Receiver has acknowledged that the Goods have been delivered and received in good order and condition, within twenty four (24) hours from the date of delivery of the Goods to the Delivery Address;
- (c) in respect of Claims for non-delivery, within fourteen (14) days after the date of dispatch specified on the consignment note.

The Customer may only make one (1) Claim per consignment note.

The Customer must provide to the Carrier with any Claim, documentary evidence acceptable to the Carrier (for example, receipt, valuation or tax invoice) as proof of value of the Goods.

Where the customer makes a valid Claim and there are outstanding amounts owed by the Customer to the Carrier, the Carrier reserves the right to pay the Claim either directly to the Customer or as a credit to the Customer's account.

Claims will only be paid by the Carrier in respect of any consignment after the Customer has paid all outstanding Freight Charges in respect of that consignment.

### ***FreightSafe Warranty Limitations***

The Freight Warranty is subject to the following limitations:

- (a) Claims are limited to loss of or damage to the Goods only. For the avoidance of doubt, the 1<sup>st</sup> Fleet Express FreightSafe Warranty does not cover any consequential loss or damage suffered by the Customer as a result of loss or damage to the Goods.
- (b) The maximum amount that may be claimed from the Carrier under the FreightSafe Warranty is the lesser of:
  - (i) the FreightSafe Warranty Limitation Amount (for the avoidance of doubt, where no FreightSafe Warranty has been selected by the Customer the FreightSafe Warranty Limitation Amount shall be zero); and
  - (ii) the cost price of the Goods, as supported by documentary evidence acceptable to the Carrier (for example receipt, valuation or tax invoice from the seller of the Goods).

GST, and freight charges relating to the consignment covered by the FreightSafe Warranty shall not be included in the calculation of any amount payable under the FreightSafe Warranty in respect of the Goods and any payment by the Carrier arising out of any Claim made by the Customer will be exclusive of GST.

- (c) Where a claim has been paid in full for goods damaged, the Carrier reserves the right to take possession of the goods as salvage and to dispose of such goods as it sees fit.

### ***FreightSafe Warranty Exclusions***

The Carrier will not be liable for any Claims made by Customers in any of the following circumstances:

- (a) where the Customer has not selected a level of Freight Warranty to apply to the consignment or has not paid the Freight Warranty charge;
- (b) where the Customer fails to submit the Claim to the Carrier within the relevant time limits set out above
- (c) where the Carrier is in possession of an unendorsed proof of delivery form for the consignment;
- (d) where the Goods consigned are Excluded Goods;

Excluded Goods" means Dangerous Goods and each of the following items: currency; negotiable instruments; jewellery; gemstones; wrought or unwrought metals; antiques; works of art; securities; drugs; weapons; living animals or plants; refrigerated/perishable goods; household and personal effects; second hand goods, cigarettes, tobacco and tobacco products; and any valuable documents;

- (e) where the Carrier in its reasonable opinion considers the Packaging of the Goods to be inadequate for road transportation;
- (f) where the Goods are determined by the Carrier to have been defective prior to the Carriage;
- (g) where damage, mechanical failure or other operational defect in the Goods could not, in the reasonable opinion of the Carrier, have been caused by the Carriage;
- (h) where the Carrier fails, delays or is unable to carry out its obligations under this contract due to strikes and/or lockouts (whether of the Carrier's own employees or those of others and whether or not the Carrier could have avoided the same by acceding to the demands of the employees responsible for such action), acts of God, war, terrorism, fire, flood, embargo, litigation, acts of government or any agency instrumentality or any political subdivision thereof or any other cause beyond the control of the Carrier;
- (i) where the Goods have been returned to the Carrier without a bar-coded consignment note and label from the Carrier or otherwise than in accordance with the controlled returns procedure of the Carrier;
- (j) where the Goods returned to the Carrier have not been scanned into the pickup depot of the Carrier;
- (k) where the Carrier has not been responsible for the total Carriage of the Goods to the Delivery Address;

- (l) where the Goods have not been packed in the original manufacturer's packaging or the equivalent;
- (m) where the Delivery Address is a post office box, a roadside drop or postal mail box;

***Amendments to Terms and Conditions of Contract***

The Carrier reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.