

FreightSafe Warranty Terms & Conditions

General

1. ABC Transport 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 ABC Transport, subject to the limitations and exclusions set out hereunder (the "FreightSafe Warranty").
2. The FreightSafe Warranty applies to all goods consigned on each Customer's unique account number. Customers cannot elect which consignments the FreightSafe Warranty will apply to and the FreightSafe Warranty will apply to an account completely.

FreightSafe Warranty Claims

3. Any claim under the FreightSafe Warranty for damage to or loss of Goods ("Claim") must be made in writing on a claim form supplied by ABC Transport.
Claims must be sent to:-
FreightSafe, 2/13 Sydenham Road, Brookvale, NSW, 2100
or faxed to (02) 9905 0006
or e-mailed to abctransport@freightsafe.com
4. The Customer must notify ABC Transport in writing of any Claim within the following time limits:
 - a) where the Receiver has indicated in writing on the Proof of Delivery or has records that they have informed ABC Transport 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 forty eight (48) 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 for that item/tracker.
5. The Customer may only make one (1) Claim per consignment.
6. The Customer must provide to ABC Transport with any Claim, documentary evidence acceptable to ABC Transport (for example copy of the supplier's invoice or evidence of actual cost of manufactured goods) as proof of value of the Goods.
7. Where the customer makes a valid Claim, ABC Transport reserves the right to pay the Claim either directly to the Customer by cheque or EFT or as a credit to the Customer's account.
8. Claims will only be paid by ABC Transport in respect of any Claim after the Customer has paid all outstanding amounts owed by the Customer to ABC Transport on their account.

FreightSafe Warranty Limitations

9. The FreightSafe 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 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 ABC Transport under the FreightSafe Warranty is the lesser of:
 - a. the FreightSafe Warranty Limitation Amount of \$1,500.00; and
 - b. the cost price of the Goods, as supported by documentary evidence acceptable to ABC Transport (for example copy of the supplier's invoice or evidence of actual cost of manufactured goods).
 - c) 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 ABC Transport arising out of any Claim made by the Customer will be exclusive of GST.
 - d) Where a claim has been paid in full for goods damaged, ABC Transport reserves the right to take possession of the goods as salvage and to dispose of such goods as it sees fit.

FreightSafe Warranty Exclusions

10. ABC Transport will not be liable for any Claims made by Customers in any of the following circumstances:
- a) Where the Customer has not paid the Freight charge;
 - b) Where the Customer fails to submit the Claim to ABC Transport within the relevant time limits set out above;
 - c) Where ABC Transport is in possession of an unendorsed proof of delivery form for the consignment;
 - d) Where the Goods consigned are Excluded Goods, where "Excluded Goods" means each of the following items:-
 - i. 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; valuable documents; glass or glass product.
 - e) Where ABC Transport in its reasonable opinion considers the Packaging of the Goods to be inadequate for road, rail, sea or air transportation;
 - f) Where the Goods are determined by ABC Transport 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 ABC Transport, have been caused by the Carriage;
 - h) Where ABC Transport fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of ABC Transport's own employees or those of others and whether or not ABC Transport 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 ABC Transport;
 - i) Where the goods have been lost or damaged as a result of derailments, collisions, overturning;
 - j) Where the Goods have not been packed in the original manufacturer's packaging or the equivalent;
 - k) Where the Delivery Address is a post office box, a roadside drop or postal mail box.



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Amendments to Terms and Conditions of Contract

11. ABC Transport reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.