Send Couriers FreightSafe Warranty Terms & Conditions

General

1. Send Couriers 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 Send Couriers or their agents, subject to the limitations and exclusions set out hereunder, hereinunder referred to as the **FreightSafe Warranty**.

2. The FreightSafe Warranty applies to all goods consigned on each Customer's unique account number, as well as all cash sale consignments.

FreightSafe Warranty Claims

3. Any claim under the FreightSafe Warranty for damage to or loss of Goods ("Claim") must be made online, using the online claim form found on the Send Couriers website at https://claimform.freightsafe.com/snc

4. The Customer must notify Send Couriers 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 Send Couriers that damage has occurred in respect of the Goods, within fourteen (14) business 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 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) business days after dispatch of that item/consignment note.

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

6. The Customer must provide to Send Couriers with any Claim, documentary evidence acceptable to Send Couriers (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, Send Couriers reserves the right to pay the Claim directly to the Customer by credit note to the Customer's account.

8. Claims will only be paid by Send Couriers in respect of any Claim after the Customer has paid all outstanding amounts owed by the Customer to Send Couriers on their account, so that the account is within agreed trading terms.

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 Send Couriers under the FreightSafe Warranty is the lesser of:
      a. the FreightSafe Warranty Limitation Amount of $1,000 or;
      b. the cost price of the Goods, as supported by documentary evidence acceptable to Send Couriers (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 Send Couriers 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, Send Couriers 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. Send Couriers will **not** be liable for any Claims made by Customers in any of the following circumstances:

    a) Where the Customer has not paid the FreightSafe Warranty charge;

    b) Where the Customer is not the account holder (unless the consignment is on a cash sale basis);

    c) Where the Customer fails to submit the Claim to Send Couriers within the relevant time limits set out above;

    d) Where Send Couriers is in possession of an unendorsed proof of delivery form for the consignment;

    e) Where the Goods consigned are Excluded Goods, where "Excluded Goods" means each of the following items:-

       i. currency; jewelry; precious metals; precious stones; antiques; works of art; drugs; weapons; living animals or plants; perishable goods; cigarettes, tobacco and tobacco related products; valuable documents; glass or glass related

products.

f)   In the event of **damage** to second hand or used goods in transit.
   i.   In the event of **loss** of second hand or used goods in transit, claims will be paid at the current depreciated market value of the goods, as determined by FreightSafe, to a maximum of the Warranty Limitation Amount of $1,000 and subject to the Terms & Conditions of the FreightSafe Warranty.

g)   Where the Goods have not been packed in the original manufacturer's packaging or the equivalent, and/or Send Couriers in its reasonable opinion considers the Packaging of the Goods to be inadequate for road, rail, sea or air transportation;

h)   Where the Goods were not adequately labelled or no label exists on the consignment;

i)   Where the Goods are determined by Send Couriers to have been defective prior to the Carriage;

j)   Where damage, mechanical failure or other operational defect in the Goods could not, in the reasonable opinion of Send Couriers, have been caused by the Carriage;

k)   Where Send Couriers fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of Send Couriers' own employees or those of others and whether or not Send Couriers 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 Send Couriers;

l)   Where the goods have been lost or damaged as a result of derailments, collisions, overturning;

m)   Where the Delivery Address is a post office box, a roadside drop or postal mail box.

Amendments to Terms and Conditions of Contract

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