



## General

1. Xpress Freight Management will provide to the Customer a limited guarantee against loss or damage to Goods during the Carriage for which it is liable including while the Goods are in the control and/or possession of Xpress Freight Management or their contractors and agents for the purpose of carriage, subject to the terms and conditions set out hereunder, hereinafter referred to as the **FreightSafe Warranty**.
2. The FreightSafe Warranty applies by **default** to every consignment booked for Carriage, where the customer is a participant in the FreightSafe Warranty, up to a maximum of **\$1,000 per consignment**.
3. The FreightSafe Warranty is in place from when the Goods are first moved outside of the premises at which loading takes place for the purpose of being immediately loaded onto the conveying vehicle, ending when the Goods are last moved when being delivered at the destination point associated with the freight booking, or any earlier point where the ordinary course of transit has been interrupted.
4. In the circumstances where the loss or damage to Goods is partly caused by an event or incident that is the responsibility of Xpress Freight Management under these terms and conditions, but also partly caused by an event outside its reasonable control, Xpress Freight Management will assess the extent to which its actions or inactions have caused or contributed to the loss or damage suffered by the Customer and the extent to which the loss or damage was caused by something that was not within the control of Xpress Freight Management (i.e. a natural disaster event). Claims under the FreightSafe Warranty will be assessed on this basis and an offer to compensate the Customer will be made for the share of responsibility that Xpress Freight Management has for causing or contributing to the loss or damage.

## FreightSafe Warranty Conditions

5. Any claim under the FreightSafe Warranty for damage to or loss of Goods ("Claim") must be made online, using the online claim form <https://claimform.freightsafe.com/xfm>
6. The Customer must notify Xpress Freight Management in writing of any Claim within the following time limits:
  - a) where the recipient of the consignment has indicated in writing on the proof of delivery record or has records that they have informed Xpress Freight Management that **damage has occurred** in respect of the Goods, within seven (7) business days from the date of delivery of the Goods to the delivery address;
  - b) where the recipient of the consignment has acknowledged that the Goods have been delivered and received in **good order and condition**, within 24 hours or one (1) business day from the date of delivery of the Goods to the delivery address;
  - c) In respect of Claims for **non-delivery or loss**, within fourteen (14) business days from expected delivery date.
  - d) Where the Goods have been delivered, whether under an Authority to Leave or otherwise, and the **receiver has not acknowledged delivery**, within forty-eight (48) hours or two (2) business days of the date of delivery. The notification of Loss must be supported by photographs of any damage or destruction and must clearly identify the Goods and show any identifying marks or serial numbers.

7. Claims must be lodged online within thirty (30) calendar days from the notification date of loss or damage to the consignment.
8. The Customer may only make one (1) Claim per consignment.
9. The Customer must provide to the claims administrator, FreightSafe, with any Claim, documentary evidence acceptable to Xpress Freight Management and FreightSafe as proof of value of the Goods. This may include, but is not limited to, the supplier's invoice or evidence of actual cost of manufactured goods, as well as a sales invoice where applicable.
10. Where the customer makes a valid Claim, Xpress Freight Management reserves the right to pay the Claim directly to the Customer by credit note to the Customer's account.
11. Claims will only be paid by Xpress Freight Management in respect of any Claim after the Customer has paid all outstanding amounts owed by the Customer to Xpress Freight Management on their account, so that the account is within agreed trading terms.

#### FreightSafe Warranty Limitations

12. 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 Xpress Freight Management 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 Xpress Freight Management and FreightSafe (for example copy of the supplier's invoice or evidence of actual cost of manufactured goods).
  - c) Where there is no invoice value for the original purchase price (cost) of the goods, 65% of the sales/retail value of the item will be used as the basis of valuation.
  - d) GST and freight charges relating to the consignment covered by the FreightSafe Warranty shall **not** be included in the calculation of any amount in respect of the Goods. Any payment by Xpress Freight Management arising out of any Claim made by the Customer will be exclusive of GST.
  - e) Where a claim has been paid in full for goods damaged, Xpress Freight Management reserves the right to take possession of the goods as salvage or to dispose of such goods as it sees fit.
  - f) In the event of loss or damage to used or secondhand Goods, Claims that meet the conditions of the FreightSafe Warranty will be paid at the current depreciated market value of the goods, as determined by Xpress Freight Management and FreightSafe.

- g) In the event that there is no visible evidence of damage occurring during Carriage, or Xpress Freight Management and FreightSafe determine that the condition of the goods post-delivery was likely the condition that preceded the commencement of Carriage, Claims for damage will not be paid unless the Customer can supply reasonable evidence of the condition of the Goods prior to Carriage.
- h) Dangerous Goods are only covered with a freight carrier who is experienced in the carriage of Dangerous Goods, and in the case that you have:
  - a. Disclosed the nature of the Dangerous Goods to be carried; and
  - b. Provided the carrier with all information required for carriage of the Dangerous Goods in accordance with any applicable Dangerous Goods Law.
- i) There is no coverage for any third party liability, cost or expense (direct or indirect) arising out of or in connection with the carriage of or loss of Dangerous Goods.

### FreightSafe Warranty Exclusions

13. Xpress Freight Management will **not** be liable for any Claims made by Customers in any of the following circumstances:
- a) Where the Customer is not the account holder (unless the consignment is on a cash sale basis);
  - b) Where the Customer fails to submit the Claim to Xpress Freight Management within the relevant time limits set out above;
  - c) Where the Goods consigned are Excluded Goods, where "Excluded Goods" means each of the following items:-
    - i. currency; negotiable instruments; antiques; works of art; drugs; weapons; living animals or plants; cigarettes, tobacco and tobacco related products; valuable documents; personal effects or items of sentimental significance; and irreplaceable items;
    - ii. home removals or any transit involving moving household goods from one residential property to another residential property;
    - iii. perishable items or items requiring refrigeration or a temperature-controlled environment unless they were consigned in a suitable temperature-controlled environment provided or approved for use by Xpress Freight Management or its contractors and agents.
    - iv. Dangerous goods in the following categories:
      - a. Class 1 explosives
      - b. Class 4.2 substances liable to spontaneous combustion
      - c. Class 6.2 infectious substances
      - d. Class 7 radioactive material;
  - d) Where the Goods have not been packed in the original manufacturer's packaging or the equivalent, and/or in the reasonable opinion of Xpress Freight Management or FreightSafe, the packaging of the Goods did not comply with the Packaging Guidelines or other industry standard relevant to the nature of the Goods or is otherwise of an insufficient standard to withstand the transit of the Goods;
  - e) Where the Goods were not adequately labelled or no label exists on the consignment;

- f) Where the Goods cannot be readily identified, including any identifying marks, serial numbers or other identifying codes, to establish what was damaged;
- g) Where the Goods are determined by FreightSafe to have been defective prior to the Carriage;
- h) Where damage or loss to the Goods is attributable to electrical, chemical or mechanical failure or other operational defect in the Goods which could not, in the reasonable opinion of Xpress Freight Management and FreightSafe, have been caused by the Carriage;
- i) Where damage or loss to the Goods is attributable to wear and tear, ordinary leakage, ordinary loss in weight or volume or inherent defect or vice of the Goods;
- j) Where loss of or damage to Goods occurs, or Xpress Freight Management fails, delays or is unable to carry out its obligations under this contract, due to strikes and / or lockouts (whether of Xpress Freight Management Transport's own employees or those of others and whether or not Xpress Freight Management could have avoided the same by acceding to the demands of the employees responsible for such action), any impacts of a communicable disease, weather events, war, terrorism, warlike acts or threats (including the use of weapons), cyber-attack, expropriation, embargo, litigation, acts of government or any agency instrumentality or any political subdivision thereof or any other cause beyond the control of Xpress Freight Management Transport;
- k) Where the delivery address is a post office box, a roadside drop or postal mailbox and Xpress Freight Management considers this means the consignment could be reasonably accessible by someone other than the intended recipient/addressee of the consignment.

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

14. Xpress Freight Management reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.

#### **Definitions**

**Carriage** means transport of the Goods by Xpress Freight Management, its contractors or agents, as applicable.

**Cost Price** means the lesser of:

- the Customer's original purchase price;
- the repair cost; and
- the replacement cost.

**Customer** means the person or entity who engages Xpress Freight Management (or their contractors or agents, as applicable) to transport Goods.

**FreightSafe** means FreightWise Services Pty Ltd (trading as FreightSafe) ACN 101 566 465

**Packaging Guidelines** means the best practice guidelines for packaging prepared by FreightSafe as amended from time to time and available at <https://freightsafe.com/Packaging-Guidelines>;

**Goods** means the items the Customer engages Xpress Freight Management (or their contractors or agents, as applicable) to transport.



Xpress Freight Management FreightSafe Warranty  
Terms & Conditions



**Warranty** means the FreightSafe Warranty offered to the Customer by Xpress Freight Management pursuant to these terms and conditions.