

## TSS Sensitive Freight FreightSafe Warranty Terms & Conditions

### General

1. TSS Sensitive Freight 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 TSS Sensitive Freight or their agents, subject to the limitations and exclusions set out hereunder, hereinafter 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

Any claim under the FreightSafe Warranty for damage to or loss of Goods ("Claim") must be made online, using the online claim form found at <https://claimform.freightsafe.com/tss>

3. The Customer must notify TSS Sensitive Freight 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 TSS Sensitive Freight that **damage has occurred** in respect of the Goods, within seven (7) 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 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) days from expected delivery date.
4. The Customer may only make one (1) Claim per consignment.
5. The Customer must provide to TSS Sensitive Freight with any Claim, documentary evidence acceptable to TSS Sensitive Freight 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.
6. Where the customer makes a valid Claim, TSS Sensitive Freight reserves the right to pay the Claim directly to the Customer by credit note to the Customer's trading account.
7. Claims will only be paid by TSS Sensitive Freight in respect of any Claim after the Customer has paid all outstanding amounts owed by the Customer to TSS Sensitive Freight on their account, so that the account is within agreed trading terms.

### FreightSafe Warranty Limitations

8. 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 TSS Sensitive Freight under the FreightSafe Warranty is the lesser of \$1,500 or the cost price of the Goods, as supported by documentary evidence acceptable to TSS Sensitive Freight (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. Any payment by TSS Sensitive Freight 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, TSS Sensitive Freight reserves the right to take possession of the goods as salvage and to dispose of such goods as it sees fit.
- e) In the event of loss or damage to used or second hand, claims that meet the conditions of the FreightSafe Warranty will be paid at the current depreciated market value of the goods, as determined by FreightSafe, to a maximum of \$1,500
  - a. In the event that FreightSafe determine that the condition of the goods post-delivery was likely the condition that preceded their transit, claims for damage will be denied.

### **FreightSafe Warranty Exclusions**

- 9. TSS Sensitive Freight 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 TSS Sensitive Freight within the relevant time limits set out above;
  - d) Where TSS Sensitive Freight is in possession of an unendorsed proof of delivery (POD) form for the consignment;
  - e) Where the Goods consigned are Excluded Goods, where "Excluded Goods" means each of the following items:-
    - i. currency; dangerous goods; 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.
  - f) Perishable items or items requiring refrigeration or a temperature-controlled environment are covered only in the event that they were consigned in a suitable temperature-controlled environment.
  - g) Where the Goods have not been packed in the original manufacturer's packaging or the equivalent, and/or FreightSafe in its reasonable opinion considers the Packaging of the Goods to be inadequate for road, rail, sea or air transportation;
  - h) For packages and parcels, where Goods were not adequately labelled or no label exists on the consignment;
  - i) Where the Goods are determined by FreightSafe 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 FreightSafe, have been caused by the Carriage;
- k) Where TSS Sensitive Freight fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of TSS Sensitive Freight' own employees or those of others and whether or not TSS Sensitive Freight 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 TSS Sensitive Freight;
- 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 mailbox.

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

10. TSS Sensitive Freight reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.