

Risk Warranty Terms and Conditions

The following is an extract from the Star Track Express standard Terms and Conditions of Contract.

A full copy is available from your nearest Star Track Express branch or can be downloaded from our website www.startrackexpress.com.au

Risk Warranty

29. Unless the Customer has elected that **Risk 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 "**Risk Warranty**").
30. In this document, "**Risk Warranty** Limitation Amount" means the maximum amount that can be claimed under the **Risk Warranty** pursuant to the level of **Risk Warranty** selected by the Customer before commencement of the Carriage, being any one of the following:
- A. \$500.00 (which will apply unless the Customer declines **Risk Warranty** or selects another amount);
 - B. \$1,000.00; or
 - C. a value declared by the Customer on the consignment note or on the Star Track Dispatch System (where the Customer uses Paperless Dispatch pursuant to clause 41).
31. The Customer must pay to the Carrier the applicable **Risk Warranty** charge for the level of **Risk Warranty** selected.

Risk Warranty Claims

32. Any claim under the **Risk 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 "**Risk Warranty** Department, Star Track Express, Locked Bag 7, Gordon, NSW, 2072".
33. 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.
34. The Customer may only make one (1) Claim per consignment.
35. 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.
36. 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.
37. 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.

Risk Warranty Limitations

38. The **Risk 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 **Risk 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 **Risk Warranty** is the lesser of:
 - (i) the **Risk Warranty** Limitation Amount (for the avoidance of doubt, where no **Risk Warranty** has been selected by the Customer the **Risk 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).
 - (c) where the Customer has declared a value on the consignment note for the purposes of the **Risk Warranty**, and such value is less than the full value or cost price of the Goods and the Customer subsequently makes a Claim, the maximum amount that will be paid by the Carrier under the

Risk Warranty will be the amount calculated in accordance with the following formula:

$$A = \frac{DV}{AV} \times DV$$

where;

A means the amount to be paid by the Carrier to the Customer under the **Risk Warranty**;

DV means the declared value of the Goods as advised by the Customer to the Carrier at the time of selecting the level of **Risk Warranty** cover;

AV means the actual value or cost price of the Goods as determined by documentary evidence acceptable to the Carrier.

- (d) GST, and freight charges relating to the consignment covered by the **Risk Warranty** shall not be included in the calculation of any amount payable under the **Risk 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.

Risk Warranty Exclusions

39. 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 **Risk Warranty** to apply to the consignment or has not paid the **Risk Warranty** charge;
 - (b) where the Customer fails to submit the Claim to the Carrier within the relevant time limits set out in clause 33;
 - (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 pick-up 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;
 - (n) where the Goods have been consigned by way of a prepaid satchel provided by the Carrier, unless prior written arrangements have been made between the Carrier and the Customer.