

Transit Warranty Claim form

Claimant (your) reference: _____

1. Claimant (payer of freight charges)

Name of contact person: Mr Ms

Postal Address: _____

Postcode: _____

Phone No.: () _____

Fax No.: () _____

Account No: _____

Email: _____

ABN: _____

2. Details of claim

(a) Damage or loss: _____

(b) Description of goods: _____

(c) Description of packaging: _____

(d) Address location of goods*: _____

For damage claims only.

*Assessment may be required. Email digital images, if any, to: transit.warranty@startrack.com.au

3. Consignment information

(a) Consignment note number: _____

(b) Despatch date: _____

Delivery date: _____

(c) Service Type: Road Air Tailgate Other: _____

(d) Sender's name: _____

(e) Receiver's name: _____

4. Valuation

(a) Warranty cover selected:

i. Automatic Warranty \$500
 iii. Optional (Declared Value)

ii. Automatic Warranty \$1,000
Amount Declared: \$ _____

(b) Cost per item claimed: \$ _____

(c) Total amount of claim*: \$ _____

* Freight charges and GST are excluded from any claim settlement.

(d) Attach either: Cost Price (or suppliers) Tax Invoice, include landed costs or; Itemised Cost Of Manufacture or; Itemised Cost Of Repair, with the claim form for consideration

5. Claimant warrants

(a) All goods are consigned in accordance with StarTrack's Terms and Conditions of Contract.

(b) **Damage** Consignment must be reported in writing within **7 days**, after the date of delivery, on the Consignment Note*.

(c) **Loss Consignment must be reported in writing within 14 days, after the date of despatch, on the Consignment Note***

(d) Completed claim forms must be submitted, within 14 days of the reported loss Consignment and 7 days for damage consignment

(e) Completed claim forms and all supporting documents have been either,

i. Emailed to: transit.warranty@startrack.com.au, or

ii. Posted to: StarTrack, Corporate Claims Department, StarTrack, 51 Sargents Road, Minchinbury NSW 2770, or

iii. Faxed to: (02) 8801 4011

* Or, any form of electronic signature.

I/We hereby declare that all statements made are true and have complied with point 5.

Name: Mr Ms _____

Position title: _____

Dated this _____ day of _____ 20_____

Transit Warranty Terms and Conditions

The following is an extract from the StarTrack standard Terms and Conditions of Contract. A full copy is available from your nearest StarTrack branch or can be downloaded from our website www.startrack.com.au

Transit Warranty

- 11.1 Subject to the following paragraphs of this clause, we offer you a warranty against the Goods being Lost or damaged due to our negligence or wilful act or omission during the Services and while the Goods are in our possession (the "Transit Warranty").
- 11.2 The Transit Warranty cover levels available are set out in Schedule 1. You may change your cover level at any time by filling in our 'Transit Warranty Registration Form'.
- 11.3 Unless you have elected that our Transit Warranty is to apply to a consignment, we do not provide a warranty against loss or damage to goods during carriage and while the Goods are in our possession.
- 11.4 If you elect to have Transit Warranty but do not select a cover level, each consignment will be covered by the Transit Warranty at the lowest automatic cover level and you will be charged accordingly. You may select the level of protection you require by selecting the options available on the CN.
- 11.5 If you have not indicated to us prior to a consignment of the Goods that you wish to have Transit Warranty, this clause 11 will not apply to the Services provided to you in relation to that consignment.
- 11.6 Any claim made by you under the Transit Warranty ("Claim") must be made in writing on a claim form supplied by us. Claims must be sent to "Corporate Claims Department, StarTrack, 51 Sargents Road, Minchinbury NSW 2770" or email to transit.warranty@startrack.com.au.
- 11.7 You must notify us in writing of any intended Claim within the following time limits:
- where the Receiver has indicated in writing on the CN that loss has occurred in respect of the Goods, within fourteen (14) days from the date of Delivery of the Goods to the Delivery Address;
 - where the Receiver has acknowledged that the Goods have been Delivered and received in good order and condition, within seven (7) days from the date of Delivery of the Goods to the Delivery Address;
 - in respect of Claims for non-delivery, within fourteen (14) days after the Date of Despatch.
- 11.8 You must then submit a fully completed claim form within the following time limits:
- where the Receiver has indicated in writing on the CN that loss has occurred in respect of the Goods, within fourteen (14) days from the date that you notified us of your intended Claim;
 - where the Receiver has acknowledged that the Goods have been Delivered and received in good order and condition, within seven (7) days from the date that you notified us of your intended Claim;
 - in respect of Claims for non-delivery, within fourteen (14) days from the date that you notified us of your intended Claim.
- 11.9 The maximum amount that may be claimed from us under the Transit Warranty is the lesser of the Transit Warranty Limitation Amount (as defined in Schedule 1) and the cost price of the Goods. In the case of accepted claims for Lost Goods or damage to Goods, we will pay the lesser of the declared value and the substantiated cost price of the Goods, or the agreed cost of repairs to the Goods as appropriate.
- 11.10 The minimum amount that may be claimed from us under the Transit Warranty is \$25 per consignment. Claims for less than this amount will be declined.
- 11.11 You must provide to us, together with any Claim:
- documentary evidence acceptable to us (for example, receipt, valuation or tax invoice) of the cost price of the Goods; and
 - if your Claim relates to damage, coloured photographs of the damaged Goods and/or Packaging.
- 11.12 The Transit Warranty is not available for any Excluded Goods, Dangerous Goods or Fragile Goods.
- 11.13 Unless otherwise agreed to by us, our Transit Warranty does not apply if:
- the damage is caused or the Goods are Lost by electrical or mechanical derangement or injury, ordinary loss in weight or volume, shrinkage, ordinary leakage, wear and tear, insufficient or unsuitable packing or preparation, delay, inherent vice or Force Majeure;
 - you do not comply with this clause 11;
 - the Goods are Lost or damage occurs while the Goods are transported by air and the air carriage involves an ultimate destination or stop in a country other than the country of departure;
 - we are in possession of an unendorsed proof of delivery form for the consignment;
 - we in our reasonable opinion consider the Packaging provided by you for the Goods to have been inadequate for transportation;
 - we in our reasonable opinion determine the Goods to have been defective prior to commencement of the Services;
 - damage, mechanical failure or other operational defect in the Goods could not, in our reasonable opinion, have been caused by the Services;
 - the Goods have been returned to us without a bar-coded CN and label from us or otherwise in accordance with our controlled returns procedure;
 - the Goods returned to us have not been scanned into our pickup depot;
 - we have not been responsible for the total Delivery of the Goods to the Delivery Address;
 - the Delivery Address is a post office box, roadside drop or postal mail box;
 - the Goods have been consigned by way of a prepaid satchel provided by us;

- the Goods have not been packed in the original manufacturer's packaging or the equivalent.
- the Goods are Delivered unattended in accordance with documented pre-authorisation from the Sender or the Receiver;
- you fail to substantiate the declared value/cost price of Goods claimed to be Lost or damaged as and when requested by us;
- the Goods have not been consigned by way of a valid StarTrack CN or by Paperless Despatch through the StarTrack despatch system.

- 11.14 If we pay damages under this clause for the replacement of the Goods we may retain or recover the damaged Goods.
- 11.15 We will only pay damages under this clause for Lost Goods or direct loss or damage to the Goods. We will not pay any Consequential Loss.
- 11.16 GST will not be included in any payments made by us to you under clause 11.
- 11.17 You may only make one (1) Claim per consignment.
- 11.18 Where you make a valid Claim and there are outstanding amounts owed by you to us, we reserve the right to pay the Claim either directly to you or as a credit to your account.
- 11.19 Claims will only be paid by us in respect of any consignment after you have paid all your outstanding Charges, including any Transit Warranty charge applicable to your Transit Warranty Cover Level.

Schedule 1 – Transit Warranty Cover Levels

We offer a comprehensive Transit Warranty service to protect your consignments against loss or damage whilst in our care. Three Transit Warranty Cover Levels are currently available for you to select at rates appearing on our website:

- Automatic Cover Level 1 – for a Transit Warranty Limitation Amount of \$500 ; or
- Automatic Cover Level 2 – for a Transit Warranty Limitation Amount of \$1,000 ; or
- Optional Cover Level – for a Transit Warranty Limitation Amount of a value declared by you up to a maximum of \$10,000 on the CN or on the Star Track Despatch System (where you use Paperless Despatch).

The "Transit Warranty Limitation Amount" means the maximum amount that can be claimed under the Transit Warranty pursuant to the Cover Level selected by you before commencement of the Services.

The minimum amount that can be claimed under the Transit Warranty, regardless of Cover Level, is \$25 per consignment.

Any requests for Transit Warranty greater than \$10,000 would need to be authorised by StarTrack in writing before the Goods are consigned.

Dictionary

"**CN**" means a hard copy consignment note in a form approved by us and completed by you.

"**Dangerous Goods**" means any goods deemed of a dangerous or hazardous nature including but not limited to Goods which are or may become dangerous, inflammable, explosive, volatile or offensive (including radioactive materials) or Goods which are or may become liable to damage or injure any property or persons, whether you were aware of the dangerous or hazardous nature of the Goods or not, and includes, without limitation, goods forbidden, limited or restricted from time to time by:

- the International Air Transport Association ("IATA");
- the International Civil Aviation Organisation;
- the Civil Aviation Safety Authority;
- the Australian Dangerous Goods Code; or
- any applicable law, regulation, guideline or requirement of a regulatory body or government of a country or territory from which, through which or into which the Goods are carried.

"**Excluded Goods**" means Dangerous Goods and each of the following items: currency, cash and banknotes; negotiable instruments of any kind; gold, silver and other precious metals; jewellery; gemstones; wrought or unwrought metals; antiques; works of art; securities; drugs; weapons; living animals or plants; human tissue, organs, blood or blood products; refrigerated/perishable items; glass, china, household goods exceeding \$500 in value per consignment unless certified professionally packed as required by us or as otherwise agreed in writing; personal effects; second hand goods, used goods, cigarettes, tobacco and tobacco products; solar panels, any valuable documents; large sporting goods including but not limited to kayaks, surf skis, long boards (malibus) windsurfers or similar equipment exceeding 3 metres in length; Goods packaged in satchels or envelopes or despatched on a pre-paid service (unless otherwise agreed in writing by us)

"**Force Majeure**" means any circumstance or cause beyond our control including without limitation inclement weather, acts of God, industrial disputes, air traffic control, unserviceable aircraft, war, terror, nuclear explosion, flood, fire, embargo, litigation, strikes, lockouts, riots, civil commotion, an airline captain's instructions, or act of a public authority, government or any agency instrumentality or any political subdivision thereof.

"**Fragile Goods**" means glassware, porcelain, enamel or fibreglass goods, furniture of any kind, household or personal effects or any goods that are fragile or marked fragile but do not include Semi-Fragile Goods.

"**Goods**" means the goods accepted from you with any Packaging supplied by you.

"**Packaging**" means any container, packaging or pallet used for the purpose of containing and protecting the Goods for the purpose of the Services.

"**Perishable Goods**" means any Goods which are subject to waste, deterioration or spoilage over time or through contact with other goods or elements and include fruit, vegetables, dairy products, meat, newspapers and magazines.

"**Semi-Fragile Goods**" means Goods that are semi-fragile or marked semi-fragile including computers and electrical equipment but do not include Fragile Goods.

"**Services**" means the whole of the carriage, operations and services we undertake for the Goods, including but not limited to the transportation and storage of the Goods.

"**Transit Warranty**" means the warranties in clause 11 or any other class of warranty agreed to by us.