

## Railroad Transport FreightSafe Warranty Terms & Conditions

### General

1. Railroad Transport 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 Railroad Transport or their agents, subject to the limitations and exclusions set out hereunder (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 Railroad Transport website at [www.railroadtransport.com.au/freightsafe](http://www.railroadtransport.com.au/freightsafe).
4. The Customer must notify Railroad Transport 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 Railroad Transport 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 the expected date of delivery for that item/consignment note.
5. The Customer may only make one (1) Claim per consignment.
6. The Customer must provide to Railroad Transport with any Claim, documentary evidence acceptable to Railroad Transport (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, Railroad Transport 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 Railroad Transport in respect of any Claim after the Customer has paid all outstanding amounts owed by the Customer to Railroad Transport 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 Railroad Transport under the FreightSafe Warranty is the lesser of:
    - a. the FreightSafe Warranty Limitation Amount of \$1,500 or;
    - b. the cost price of the Goods, as supported by documentary evidence acceptable to Railroad Transport (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 Railroad Transport 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, Railroad Transport 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. Railroad Transport 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 Railroad Transport within the relevant time limits set out above;
- d) Where Railroad Transport 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; negotiable instruments; jewelry; gemstones; precious metals; 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 \$1,500 per consignment 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 Railroad Transport 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 Railroad Transport 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 Railroad Transport, have been caused by the Carriage;
- k) Where Railroad Transport fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of Railroad Transport' own employees or those of others and whether or not Railroad Transport 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 Railroad Transport;
- 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. Railroad Transport reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.