

# Transit Warranty Terms and Conditions

The following is an extract from the StarTrack Terms and Conditions.

A full copy can be downloaded from our website <https://startrack.com.au/terms-and-conditions>.

## 7. Transit Warranty

### Cover Level under Transit Warranty

- 7.1. Subject to the following paragraphs of this clause, we provide you with an opportunity to purchase a warranty, subject to the exclusions below, against the Goods (other than any Excluded Goods, Dangerous Goods or Fragile Goods) being Lost or damaged while we are providing the Services and while the Goods are in our possession (the "Transit Warranty"). In return for us providing you with the Transit Warranty, you agree that you will pay the Transit Warranty Charges as set out below, or as otherwise agreed by us in writing.
- 7.2. We will provide you with (and charge you for) the Transit Warranty cover you have selected for each consignment, up to a cap of \$5,000 (subject to clause 7.7), or such other amount that we have agreed to in writing ("Maximum Cover"). The amount that we will pay out for any claim is determined by the provisions of this clause 7 and may be less than the Maximum Cover.
- 7.3. You may opt out of Transit Warranty cover, or arrange a different amount as Maximum Cover, by providing notice to us in a transit warranty registration form (available from <https://startrack.com.au>), or as otherwise agreed by us in writing.
- 7.4. This clause is subject to your rights under the Australian Consumer Law and nothing in these Terms and Conditions is intended to limit any rights you may have under the Competition and Consumer Act 2010 (Cth).

### Transit Warranty Charges

- 7.5. For Transit Warranty cover between \$100 and \$5,000, you will be charged at a rate of \$1 per \$100 of cover for each consignment. The level of cover you select will apply to each consignment. You may, at any time, opt out of Transit Warranty or select a different level of cover (between \$100 and \$5,000) by completing the [Transit Warranty form](#).
- 7.6. If you wish to purchase Transit Warranty cover for a specific consignment, you must declare the value of the consigned Goods on the CN (or StarTrack's Electronic Despatch System or an alternate approved electronic despatch system). You will be charged according to the level of Transit Warranty cover selected. You are not entitled to purchase Transit Warranty for a specific consignment unless you have some Transit Warranty cover applying to all consignments.
- 7.7. You can request a quote for Transit Warranty cover over \$5,000 on a specific consignment by downloading and completing the [Transit Warranty Quotation Form](#).

### Transit Warranty Claims and Claim Process

- 7.8. You must notify us in writing of any intended transit warranty claim ("Transit Warranty Claim") to the address specified in clause 7.10.3 and then submit a completed Transit Warranty Claim form within the following time limits:
  - 7.8.1. where the Receiver has indicated in writing that loss or damage has occurred in respect of the Goods, provide notice of intention to claim within 14 days from the date of Delivery of the Goods to the Delivery Address and the Transit Warranty Claim form within a further 14 days of providing the notice of intention to claim;
  - 7.8.2. where the Receiver has acknowledged that the Goods have been Delivered and received in good order and condition, provide notice of intention to claim within 7 days from the date of Delivery of the Goods to the Delivery Address and the Transit Warranty Claim form within a further 7 days of providing the notice of intention to claim;
  - 7.8.3. in respect of Transit Warranty Claims for non-delivery, provide notice of intention to claim within 14 days after the date of despatch and the Transit Warranty Claim form within a further 14 days of providing the notice of intention to claim.
- 7.9. We may, in our absolute discretion, accept written notification of an intended Transit Warranty Claim where it is submitted to us not more than 7 days after the expiry of the applicable time limit in clause 7.8.
- 7.10. You must provide to us with any Transit Warranty Claim notification:
  - 7.10.1. documentary evidence of the cost price of the Goods in a form that we notify you is acceptable to us, acting reasonably, which may include, receipts, valuations and tax invoices; and
  - 7.10.2. if your Transit Warranty Claim relates to damage to the Goods, coloured photographs of the damaged Goods and/or packaging.
  - 7.10.3. Any Transit Warranty Claim form or notice of intended Transit Warranty Claim must be sent to "Corporate Claims Department, StarTrack, Locked Bag 5700, Strawberry Hills, NSW, 2012" or by email to [transitwarranty@startrack.com.au](mailto:transitwarranty@startrack.com.au).

### Exclusions

- 7.11. Unless otherwise agreed by us in writing, Transit Warranty does not apply, and we are not obliged to pay you any amount for a Transit Warranty Claim under the Transit Warranty:
  - 7.11.1. for loss or damage, however caused, to any Prohibited Goods or Restricted Goods (other than where you have consigned such Goods with our express permission and in compliance with our directions and relevant Laws), Excluded Goods, Dangerous Goods, or Fragile Goods;
  - 7.11.2. for any Consequential Loss.
  - 7.11.3. where the damage is electrical or mechanical derangement, loss in weight or volume, shrinkage, leakage, wear and tear which is attributable to the nature of the Goods, or inherent vice of the Goods;
  - 7.11.4. if you do not comply with the Transit Warranty Claim process in this clause 7;
  - 7.11.5. if 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 (in which case you may be entitled to compensation under the Civil Aviation (Carriers' Liability) Act 1959);
  - 7.11.6. if you claim that the Goods are Lost and we are in possession of a POD document for the consignment;
  - 7.11.7. if we inform you (and provide you with reasons in writing) that, in our reasonable opinion:
    - 7.11.7.1. the packaging of the Goods was insufficient or unsuitable for transportation;
    - 7.11.7.2. the Goods were defective prior to commencement of the Services; or
    - 7.11.7.3. damage, mechanical failure or defect in the Goods could not have been caused by the Services.
  - 7.11.8. if the Goods have been returned to us (unless your Services Agreement states that you are covered for this);
  - 7.11.9. if we were not responsible for the total Delivery of the Goods to the Delivery Address;
  - 7.11.10. if the Delivery Address is a post office box, roadside drop or postal mail box;
  - 7.11.11. if the damage is caused by or to Goods are Lost due to a Force Majeure Event;
  - 7.11.12. If you claim that the Goods are Lost and the Goods were Delivered unattended in accordance with an Authority to Leave;
  - 7.11.13. if you fail to substantiate the cost price of Goods claimed to be Lost or damaged as and when reasonably requested by us;
  - 7.11.14. if the Goods have not been consigned by way of a valid StarTrack CN or by through the StarTrack's Electronic Despatch System;
  - 7.11.15. if the Transit Warranty Claim is for less than \$25.00.

### Payment of Claims

- 7.12. The maximum amount that we will pay under a Transit Warranty Claim is the lesser of the:
  - 7.12.1. Maximum Cover;
  - 7.12.2. cost price of the Goods;
  - 7.12.3. declared value of the Goods (where applicable); and
  - 7.12.4. agreed cost of repairs to the Goods, if appropriate.
- 7.13. If we make a payment under this clause for the replacement of the Goods we may retain or recover the damaged Goods.
- 7.14. The Transit Warranty charge and the GST component of the cost price of Goods will not be included in any payment made by us to you for a valid Transit Warranty Claim.
- 7.15. You may only make one Transit Warranty Claim per consignment.
- 7.16. Where you make a valid Transit Warranty Claim and there are outstanding amounts owed by you to us that are due and payable, we may pay the Transit Warranty Claim either directly to you or as a credit to your outstanding account.

## 16. Definitions

**Additional Charges** means the surcharges, charges, fees or rates (additional to the Service Rates) set out in the document entitled "Additional Charges" which is generally appended to your Pricing Schedule and which can be found [here](#).

**Australian Consumer Law** means the uniform consumer protection law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

**Australia Post Privacy Policy** means the policy published at [Privacy - Australia Post \(auspost.com.au\)](#).

**Authority to Leave** includes any of the following:

- documented preauthorisation from you, the Receiver, or the sender (if this is not you); or
- our default delivery option for a Service of which we have given you no less than 30 days' prior written notice, where you have not expressly selected another option offered by us; or
- our standard delivery process for a Service, where there is no other option offered by us, and of which we have given you no less than 30 days' prior written notice.

**Background IPR** of a party means materials:

- the Intellectual Property Rights in which are owned by that party as at the date of the Services Agreement; or
- which are subsequently created by that party independently of the performance of the Services.

**Bulk Cube Method** means the method where multiple items consigned on one day are consolidated and measured by us collectively to calculate the Cubic Weight.

**Business Day** means a day that is not a Saturday, a Sunday, a public holiday or a bank holiday in the place where a service is to be supplied, an act performed, or a payment is to be made.

**Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at Law, in equity, under statute or otherwise.

**CN** means a consignment note in a form issued by the Electronic Despatch System or as otherwise approved by us.

**Collection Point** is a post office, parcel locker or retail partner location designated for delivery of Goods to a Receiver.

**Confidential Information** means information that is by its nature confidential, is designated by a government agency as confidential, or a party knows or ought to know is confidential, but does not include information that:

- is or becomes public knowledge otherwise than by breach of the Agreement or any other confidentiality obligation;
- is in the possession of a party without restriction in relation to disclosure before the date of receipt; or
- has been independently developed or acquired by the receiving party.

**Consequential Loss** means any indirect or consequential loss, including loss of profits, pure economic loss, loss due to delay, loss of business revenue, loss of business opportunities, loss of anticipated savings or damage to goodwill or reputation.

**Controlled Returns and Transfer Movements Service** means any pre-booked service offered by us where Goods are consigned by you to be returned from your customer by us either to you or another destination specified by you.

**Credit Account** means the credit account established by you under clause 4.5.

**Cubic Factor** means the minimum number of kilograms per cubic metre on which Service Rates will be levied. Unless otherwise set out in this Services Agreement or agreed by us in writing, an industry standard of 250 kgs/m<sup>3</sup> will apply.

**Cubic Weight** means the calculated weight determined by us by multiplying together the height, width and depth of the Goods (in metres), and the Cubic Factor, rounded up to the nearest whole kilogram. If packed in a tube, the diameter of the tube will be used as both the width and height of the Goods.

**Dangerous Goods** means those goods which meet the criteria of one or more of the nine United Nations hazard classes as prescribed in the current Technical Instructions of the International Civil Aviation Organisation (ICAO) as reflected in the Dangerous Goods Regulations of the International Air Transport Association (IATA).

**Dangerous Goods Declaration** means a written form of declaration that declares that consignments contain Dangerous Goods, which complies with the IATA Dangerous Goods Regulations and all other applicable Laws, and is signed by you or your authorised agent.

**Dead Weight** means the weight of the Goods measured by us and if not measured by us, the weight declared by you in your CN, rounded up to the nearest whole kilogram.

**Delivery** means leaving the Goods at the Delivery Address, or as close to that as we reasonably and practically can, and "Deliver" and "Delivered" have corresponding meanings.

**Delivery Address** means the address on the CN or as we are notified otherwise by you as the address to which the Goods must be delivered by us to the Receiver.

**Details Schedule** means the document entitled "Details Schedule" or other document describing the Services we have agreed to provide to you and other details, which forms part of or is incorporated into the Services Agreement.

**Electronic Despatch System** means our electronic despatch system as described in clause 10.

**End Customer** means, where you are an Intermediary offering some or all of our Services to a third party, the third party to whom some or all of our Services are being provided.

**Excluded Goods** in clause 7, 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; Potentially Hazardous Foods or any other refrigerated or 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).

**Expiry Date** means the date (if any) as set out in the Details Schedule.

**Extra Charges** means the charges described in clause 4.11

**Force Majeure Event** means any cause or event that:

- is outside the reasonable control of the party claiming that the event has occurred and
- prevents that party from performing or delays the performance of its obligations under this Agreement, and includes:
  - an act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
  - strikes or other industrial action, other than strikes or other industrial action of some or all of a party's employees; or
  - war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion pandemic or epidemic, but excludes:
  - an event the adverse effects of which could have been prevented or mitigated against by that party by the exercise of reasonable diligence or the taking of reasonable precautionary measures.

**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 including packaging (both your own packaging or any StarTrack satchels and cartons) consigned by you under the Services Agreement.

**Indemnifiable Loss** means Loss incurred by us in connection with any of the following:

- an injury to or death of any person;
- property damage;
- a third-party Claim against us; and
- a Claim that we have, or the Customer or End Customer (as applicable) has, contravened any Laws.

**Intellectual Property Rights** means all rights conferred under statute, common law or equity subsisting in and in relation to, inventions, designs, patents, copyright in all works, trade secrets, Confidential Information, trademarks, business names, domain names and circuit layout rights.

**Intermediary** means a customer of StarTrack who is noted as an Intermediary on the Details Schedule and who facilitates and manages the provision of the Services to its customers, thereby on-selling the Services to its customers. Without limitation, this includes brokers, shipping agents, and third party logistics (3PL) providers.

**Law** means any statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, rule or subordinate legislation.

**Lodgement Points** means the lodgement points listed in the Details Schedule or as otherwise agreed in writing.

**Loss** means any damage, loss, liability, debt, fine, cost and expense (including legal and other professional advisers' costs and expenses) suffered by a party.

**Lost** in clause 7 means all Goods in the consignment that have not been Delivered and are unable to be located by us.

**Manifest** means the record containing details that we may reasonably require about Goods lodged by you, which may consist of a consolidation of information contained in individual CNs.

**Maximum Cover** has the meaning given in clause 7.

**Minimum Spend** means the amount specified under this heading in the Details Schedule.

**Oversize Goods** means Goods, the dimensions and/or weight of which fall outside our standard dimensions or weights normally accepted by us for carriage using the Services, further details of which are set out in the Additional Charges.

**Peak Fee** is an additional percentage fee applied to the Service Rates for Goods lodged at Peak Times, as further detailed in the document entitled "Additional Charges" which is generally appended to your Pricing Schedule and which can be found [here](#).

**Peak Times** means the period between 1 November and 31 January (inclusive) each year and such other periods of high demand across some or all of our or Australia Post's network as may be specified from time to time, as further detailed in the document entitled "Additional Charges" which is generally appended to your Pricing Schedule and which can be found [here](#).

**Permitted Dangerous Goods** means those Dangerous Goods that we permit you to consign with us under clause 9.

**POD** means proof of delivery as established in accordance with clause 2.7.

**Potentially Hazardous Foods** means food requiring controls in place to ensure they remain safe to consume. Examples of foods that are normally considered Potentially Hazardous could include meat, seafood, dairy products, foods containing egg and prepared fruits and vegetables.

**Pricing Schedule** means the schedules headed "Pricing Schedule" which form part of the Services Agreement, and includes your Service Rates, Additional Charges and any other specified charges. Where you have a StarTrack quotation or quote pack, this will be a Pricing Schedule for the purposes of this definition.

**Product Guide** means any product guide specific to the Services we notify to you under clause 2.4 and includes the Prohibited and Restricted Goods Guide.

**Prohibited and Restricted Goods Guide** means the document which can be found [here](#).

**Prohibited Goods** means the prohibited goods described in the Prohibited and Restricted Goods Guide.

**Restricted Goods** means the restricted goods described in the Prohibited and Restricted Goods Guide.

**Proposal** means the document entitled StarTrack Proposal, which includes a Pricing Schedule, and is issued for the proposed supply of Services by us to a prospective customer or End Customer. Where a customer or End Customer has a StarTrack quotation or quote pack, this will be Proposal for the purposes of this definition.

**Receiver** means the person, organisation, business or company (or the intended recipient of the Goods) who receives the Goods upon Delivery by us.

**Related Bodies Corporate** has the meaning set out in the *Corporations Act 2001 (Cth)*.

**Representative** means an employee, agent, officer, director, contractor or sub-contractor or a Related Body Corporate and any of its employees, agents, officers, directors, contractors or sub-contractors and any other person or persons providing any or all of the Services.

**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 services you have selected to receive from us and as set out in the Details Schedule, or as otherwise agreed by us in writing. Such services may include StarTrack's Road Express, Premium, Next Flight, Special Services and Courier Services.

**Services Agreement** means these Terms and Conditions, Details Schedule, Pricing Schedules and any Product Guide applicable to the Services.

**Service Rates** means the fees to be paid by you to us for the Services (excluding the Additional Charges and Extra Charges), as set out in the Pricing Schedules or otherwise notified to you in writing.

**Sub-Contractor** means any person we arrange to perform the Services or any part thereof and any person who is an employee, agent or sub-contractor of that Sub-Contractor.

**Transit Warranty** means the warranty you may purchase from us under which we warrant that we will be liable for loss or damage to your Goods in certain circumstances.

**Termination Event** means:

- a) you become Insolvent or cease or threaten to cease business;
- b) you fail to make payment under this Agreement, and that failure continues for 14 days after receipt of notice from us of our intention to terminate this Agreement by reason of such failure;
- c) your Credit Account is cancelled, suspended or if you are refused approval to operate a Credit Account;
- d) the supply or use of a Service is or is to become unlawful; or
- e) in our reasonable opinion, the provision of a Service is liable to cause death or personal injury or damage to property.

**We** or **us** or **our** means Star Track Express Pty Limited ABN 44 001 227 890 and its Related Bodies Corporate and its officers, employees, agents.

**You** or **your** means the customer identified in the Details Schedule and any person, organisation, business or company who requests the Services from us under the Services Agreement and who we agree to provide Services to, as set out in the Details Schedule, or otherwise agreed by us.