

# 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](http://www.startrack.com.au)

## 11 Transit Warranty

### Cover Level under Transit Warranty

- 11.1 Subject to the following paragraphs of this clause, we provide you a warranty against the 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 in the Quotation, or as otherwise agreed by us in writing.
- 11.2 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, 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 11 and may be less than the Maximum Cover.
- 11.3 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 [www.startrack.com.au](http://www.startrack.com.au)), or as otherwise agreed by us in writing.
- 11.4 If you have elected not to purchase Transit Warranty cover, we do not (subject to the application of any applicable law) provide a warranty against loss or damage to the Goods.

### Transit Warranty Claims and Claim Process

- 11.5 You must notify us in writing of any intended Transit Warranty claim (**"Claim"**) to the address specified in clause 11.9 within the following time limits:
- (a) where the Receiver has indicated in writing that loss has occurred in respect of the Goods, within 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 7 days from the date of Delivery of the Goods to the Delivery Address;
- (c) in respect of Claims for non-delivery, within 14 days after the Date of Despatch.
- 11.6 Where notice of an intended Claim has been provided to us under clause 11.5, you must then submit a completed Claim form within the following time limits:
- (a) where the Receiver has indicated in writing that loss has occurred in respect of the Goods, within 14 days of the date that you notified us of your intended Claim;
- (b) where the Receiver has acknowledged that the Goods have been Delivered and received in good order and condition, within 7 days from the date that you notified us of your intended Claim;
- (c) in respect of Claims for non-delivery, within 14 days from the date that you notified us of your intended Claim.
- 11.7 We may, in our absolute discretion, accept written notification of an intended Claim where it is submitted to us not more than 7 days after the expiry of the applicable time limit in clause 11.5.
- 11.8 You must provide to us with any Claim notification:
- (a) documentary evidence of the cost price of the Goods in a form that we notify you is acceptable to us, acting reasonably. Examples of acceptable evidence include, receipts, valuations and tax invoices; and
- (b) if your Claim relates to damage to the Goods, coloured photographs of the damaged Goods and/or Packaging.
- 11.9 Any Claim form or notice of intended Claim must be sent to "Corporate Claims Department, StarTrack, Locked Bag 5700, Strawberry Hills, NSW, 2012" or email to [transit.warranty@startrack.com.au](mailto:transit.warranty@startrack.com.au).

### Exclusions

- 11.10 Unless otherwise agreed by us in writing, Transit Warranty does not apply, and we are not obliged to pay you any amount for a Claim under the Transit Warranty:
- (a) for loss or damage, however caused, to any Excluded Goods, Dangerous Goods, or Fragile Goods;
- (b) where the damage is electrical or mechanical derangement, loss in weight or volume, shrinkage, leakage, wear and tear attributable to the nature of the Goods, or inherent vice of the Goods whether or not such damage is caused or contributed to by us, including any delay in Delivery;
- (c) if you do not comply with the process in this clause 11;
- (d) 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);
- (e) if you claim that the Goods are Lost and we are in possession of a POD document for the consignment;
- (f) if we inform you that, in our reasonable opinion:
- (i) the Packaging provided by you for the Goods was insufficient or unsuitable for transportation;
- (ii) the Goods were defective prior to commencement of the Services; or
- (iii) damage, mechanical failure or defect in the Goods could not have been caused by the Services, provided that, in each case, we provide you with reasons in writing;
- (g) if the Goods have been returned to us (unless your Quotation states that you are covered for this);
- (h) if we were not responsible for the total Delivery of the Goods to the Delivery Address;
- (i) if the Delivery Address is a post office box, roadside drop or postal mail box;
- (j) if the damage is caused by or Goods are Lost due to a Force Majeure event;
- (k) if the Goods are Delivered unattended in accordance with documented pre-authorisation from the Sender or the Receiver ;
- (l) if you fail to substantiate the cost price of Goods claimed to be Lost or damaged as and when requested by us;
- (m) if the Goods have not been consigned by way of a valid StarTrack CN or by Paperless Despatch through the StarTrack despatch system;
- (n) if the Claim is for less than \$25.00.

### Payment of Claims

- 11.11 The maximum amount that may be claimed from us under the Transit Warranty, and the maximum amount we will pay for a Claim is the lesser of the:
- (a) Maximum Cover;
- (b) cost price of the Goods;
- (c) declared value of the Goods (where applicable); and
- (d) agreed cost of repairs to the Goods, if appropriate.
- 11.12 If we make a payment under this clause for the replacement of the Goods we may retain or recover the damaged Goods.
- 11.13 The provisions of Transit Warranty do not extend to the payment of any claim for Consequential Loss.
- 11.14 The Charges, 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 Claim.
- 11.15 You may only make one Claim per consignment.
- 11.16 Where you make a valid Claim and there are outstanding amounts owed by you to us that are due and payable, we may pay the Claim either directly to you or as a credit to your account.

## Dictionary

**"Aviation Transport Security Laws"** means the Aviation Transport Security Act 2004 and any regulations made under that Act and any legislation which implements the Convention on International Civil Aviation signed at Chicago on 7 December 1944.

**"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.

**"Charges"** means the StarTrack rates, charges, additional service charges, fees and surcharges agreed between us from time to time (whether expressly or impliedly), the charges in clause 8, expenses to comply with any law or regulation or any order or requirement made under them, or with the requirement of any market, harbour, dock, railway, airline, shipping line, roadway, customs, excise, or warehouse authority or other person including any duties, excise and costs charged by any governmental, non-governmental or administrative authority which we become liable to pay in respect of the Goods arising out of or in connection with providing the Services and any tax including GST levied directly on a supply under these Conditions.

**"CN"** means a consignment note in a form approved by us.

**"Conditions"** means these Terms and Conditions and the Quotation.

**"Consequential Loss"** means any economic loss, loss of revenue, loss of production, loss of profits, loss of income, loss of markets, loss of reputation, loss or impairment of goodwill, loss of business, loss of customers, loss of an opportunity or chance, loss of value, loss of use, loss of anticipated savings, increased costs of work or materials, or the cost of defending and settling any claim, demand or proceeding brought against you by any third party even if we had knowledge that such damages or loss might arise, and any other indirect, incidental, special or consequential damages or loss.

**"Cubic Weight"** means the weight determined by us by multiplying the height, width and depth of the Goods (in metres) by the standard cubic factor of 250 kgs/m<sup>3</sup>, or any other agreed cubic factor, rounded up to the nearest whole kilogram, and 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 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, through or into which the Goods are carried.

**"Dangerous Goods Declaration"** means a written form of declaration that declares whether consignments contain or do not contain Dangerous Goods, which complies with the IATA Dangerous Goods Regulations and is signed by the Sender or its authorised agent.

**"Date of Despatch"** means the date on which the Goods are accepted by us from you and removed by us from the premises from which you ask us to collect the Goods.

**"Dead Weight"** means the weight designated by us to the Goods 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.

**"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, terrorist act, 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.

**"GST"** means any goods and services, value added or like tax.

**"Implied Terms"** means those terms, conditions and warranties implied into contracts at law for the supply of goods and services including, without limitation, those terms implied by the *Competition and Consumer Act 2010* (Cth).

**"Incompatible Freight"** means any article that:

- exceeds any the following dimensions:
  - length of 1170mm;
  - width of 600mm; and
  - height of 600mm, or
- is otherwise incompatible with our automatic sortation equipment, including, but not limited to, articles:
  - more than 20kg in Dead Weight;
  - packed in a drum, tube, cylinder, wooden crate,
  - flat packed; or
  - containing liquids, nails, magnets, or glass.

**"International Carriage Conventions"** means (1) the convention for the Unification of Certain Rules for International Carriage by Air, signed at Warsaw, 12 October 1929, or that convention as amended at The Hague, 28 September 1955, and by the Montreal Additional Protocol 4 at Montreal on 25 September 1975 (**Warsaw Convention**), or (2) the convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999 (**Montreal Convention**).

**"Lost"** in clause 11 means all Goods in the consignment that have not been Delivered and are unable to be located by us.

**"Maximum Cover"** has the meaning given in clause 11.2 below.

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

**"Paperless Despatch"** has the meaning given in clause 13.1.

**"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.

**"POD"** means proof of delivery as established in accordance with clause 3.6.

**"Quotation"** means the document we have provided to you that contains details of the Charges and additional terms and conditions relating to our Services and the Charges.

**"Receiver"** means the person, organisation, business or company who receives the Goods upon Delivery by us.

**"Related Body Corporate"** has the same meaning as in the *Corporations Act 2001*.

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

**"Sender"** means the person, organisation, business or company who consigns Goods to us for the purposes of us providing the Services.

**"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.

**"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 any person in paragraph (a).

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

**"We" or "us" or "our"** means **Star Track Express Pty Limited ACN 001 227 890** and its Related Bodies Corporate and its officers, employees, agents and Sub-Contractors.

**"You" or "your"** means any person, organisation, business or company who requests the Services from us and with whom we contract and if more than one in relation to any Services, whoever we designate is responsible for the request of the Services.