

FreightSafe Warranty Terms & Conditions

General

1. Unless the Customer has elected prior to the commencement of the Carriage that the FreightSafe Warranty is not to apply to a consignment, Bass Strait 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 Bass Strait Transport, 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. Customers cannot elect which consignments the FreightSafe Warranty will apply to and the FreightSafe Warranty will apply to an account completely, or not all.
3. Once a Customer has made an election as to whether the FreightSafe Warranty is to apply to their account or not, this election will apply for a 12 month period from the date the election is made.
4. The Customer must pay to Bass Strait Transport the applicable FreightSafe Warranty charge for the level of FreightSafe Warranty selected.

FreightSafe Warranty Claims

5. Any claim under the FreightSafe Warranty for damage to or loss of Goods ("Claim") must be made in writing on a claim form supplied Bass Strait Transport. Claims must be sent to:-

Bass Strait Transport - FreightSafe Warranty Department
FreightSafe Warranty Program, P O Box 797 , Port Melbourne, VIC, 3207
or faxed to (03) 9646 5719
or e-mailed to warranty@bst.net.au

6. The Customer must notify Bass Strait Transport in writing of any Claim within the following time limits:
 - a) where the Receiver has indicated in writing on the consignment note or has records that they have informed Bass Strait Transport 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 forty eight (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) days after the date of dispatch specified for that consignment.
7. The Customer may only make one (1) Claim per consignment.
8. The Customer must provide to Bass Strait Transport with any Claim, documentary evidence acceptable to Bass Strait Transport (for example, receipt, valuation or tax invoice) as proof of value of the Goods.
9. Where the customer makes a valid Claim and there are outstanding amounts owed by the Customer to Bass Strait Transport, Bass Strait Transport reserves the right to pay the Claim either directly to the Customer or as a credit to the Customer's account.
10. Claims will only be paid by Bass Strait Transport in respect of any consignment after the Customer has paid all outstanding Freight Charges in respect of that consignment.

FreightSafe Warranty Limitations

11. 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.

Accounts

P.O. Box 797
Port Melbourne
Victoria 3207
Tel (03) 9645 2333
Fax (03) 9645 4281

Melbourne Office

194 Lorimer Street
Port Melbourne
Victoria 3207
Tel (03) 9645 2333
Fax (03) 9645 2450

Hobart Depot

110 Gormanston Road
Moonah Tasmania 7009
Tel (03) 6271 0203
Fax (03) 6272 2195

Launceston Depot

53 Remount Road
Mowbray Tasmania 7248
Tel (03) 9645 2333
Fax (03) 9645 2450

Burnht Depot

8 River Road
Burnie Tasmania 7248
Tel (03) 9430 2300
Fax (03) 9431 4995

- b) The maximum amount that may be claimed from Bass Strait Transport under the FreightSafe Warranty is the lesser of:
- i. the FreightSafe Warranty Limitation Amount (for the avoidance of doubt, where no FreightSafe Warranty has been selected by the Customer the FreightSafe Warranty Limitation Amount shall be zero); and
 - ii. the cost price of the Goods, as supported by documentary evidence acceptable Bass Strait Transport (for example receipt, valuation or tax invoice from the seller of the 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 Bass Strait 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, Bass Strait 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

12. Bass Strait Transport 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 FreightSafe Warranty to apply to the consignment or has not paid the FreightSafe Warranty charge;
 - b) Where the Customer fails to submit the Claim to Bass Strait Transport within the relevant time limits set out above;
 - c) Where Bass Strait Transport is in possession of an unendorsed proof of delivery form for the consignment;
 - d) Where the Goods consigned are Excluded Goods, where "Excluded Goods" means each of the following items:-
 - i. 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;
 - ii. glass or glass product.
 - e) Where Bass Strait Transport in its reasonable opinion considers the Packaging of the Goods to be inadequate for rail or road transportation;
 - f) Where the Goods are determined by Bass Strait Transport 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 Bass Strait Transport, have been caused by the Carriage;
 - h) Where Bass Strait Transport fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of Bass Strait Transport's own employees or those of others and whether or not Bass Strait 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 Bass Strait Transport;
 - i) Where the goods have been lost or damaged as a result of derailments, collisions, overturning;
 - j) Where the Goods have not been packed in the original manufacturer's packaging or the equivalent;
 - k) Where the Delivery Address is a post office box, a roadside drop or postal mail box.

Amendments to Terms and Conditions of Contract

13. Bass Strait Transport reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.

Accounts	Melbourne Office	Hobart Depot	Launceston Depot	Burnht Depot
P.O. Box 797	194 Lorimer Street	110 Gormanston Road	53 Remount Road	8 River Road
Port Melbourne	Port Melbourne	Moonah Tasmania 7009	Mowbray Tasmania 7248	Burnie Tasmania 7248
Victoria 3207	Victoria 3207	Tel (03) 6271 0203	Tel (03) 9645 2333	Tel (03) 9430 2300
Tel (03) 9645 2333	Tel (03) 9645 2333	Fax (03) 6272 2195	Fax (03) 9645 2450	Fax (03) 9431 4995
Fax (03) 9645 4281	Fax (03) 9645 2450			