



## General Carrying Consignment Warranty Terms and Conditions

### 1. General

- 1.1 The Warranty (General Carrying Consignment Warranty) is provided by the Carrier (General Carrying Pty. Ltd.) to the Customer subject to the terms and conditions outlined below.
- 1.2 The Warranty is provided against loss or damage to Goods during the nominated consignment and while the Goods are in the Carrier's possession.
- 1.3 The Warranty is only provided if the Customer participates in the General Carrying Consignment Warranty Program and has paid the General Carrying Consignment Warranty fee.

### 2. Warranty Terms

- 2.1 The maximum amount that can be claimed on any single consignment is limited to the lesser of:
  - The General Carrying Consignment Warranty Amount of \$1,500; or
  - the cost price of the Goods or cost of repair of the goods, as supported by documentary evidence acceptable to the Carrier (for example receipt, valuation or tax invoice from the seller of the Goods).
  - Payments are exclusive of GST.
  - The amount payable will not include freight charges relating to the consignment covered by the Warranty.
  - Where a claim has been paid in full for Goods damaged, the Carrier reserves the right to take possession of the Goods as salvage and to dispose of the Goods as it chooses.
- 2.2 The Carrier limits liability for any loss or damage to the loss of or damage to the Goods only.
- 2.3 Consequential Loss or incidental damage suffered by the Customer as a result of loss or damage to the Goods is specifically excluded from cover.
- 2.4 The Carrier reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.

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### 3. Warranty Exclusions

The Warranty does not cover loss of or damage to Goods or any related expense in any of the following circumstances:

3.1 Where the consignment has an unendorsed proof of delivery form.

3.2 Where Excluded Goods are included in the consignment.

Excluded Goods:

- Fragile goods, porcelain, ceramics, mobile phones; negotiable instruments; jewellery; gemstones; wrought or unwrought metals; antiques; works of art; securities; drugs; weapons; living animals or plants; refrigerated/perishable goods; specimens; household and personal effects; second hand goods, cigarettes, tobacco and tobacco products; and documents.

3.3 Where the Goods were defective prior to the Carriage as reasonably considered by the Carrier.

3.4 Where Packaging of the Goods is deemed to be inadequate for the transportation (in the reasonable opinion of the Carrier).

3.5 Where damage could not (in the reasonable opinion of the Carrier) have been caused by the Carriage.

3.6 Where the Carrier has not been responsible for the *total* Carriage of the Goods to the Delivery Address.

3.7 Where the Delivery Address is a post office box, a roadside drop or postal mail box.

3.8 Where the Goods have not been packed in the original manufacturer's packaging or the equivalent.

3.9 Where the Carrier is unable to or is delayed in fulfilling its obligations due to:

- acts of God, war, terrorism, fire, flood, embargo, litigation, strikes and/or lockouts (whether of the Carrier's own employees or those of others), acts of government or any political subdivision or government agency or any other cause beyond the control of the Carrier.

### 4. Claims

#### 4.1 Claims Procedure

4.1.1 Claims for loss or damage to Goods must be submitted in writing on the General Carrying Consignment Warranty Claim Form. Claim Forms can be downloaded from [www.generalcarrying.com.au](http://www.generalcarrying.com.au).

4.1.2 Completed claim forms must be emailed to [claims@generalcarrying.com.au](mailto:claims@generalcarrying.com.au)

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- 4.1.3 The Customer must notify General Carrying of a claim within the following time limits:-
- For Damage within 48 hours from the date of delivery of the Goods delivered to the Delivery Address if accepted as received in good condition on Proof of Delivery receipt.
  - For Damage within 14 days from the date of delivery of the Goods delivered to the Delivery Address if accepted as received in a damaged condition on Proof of Delivery receipt.
  - For non-delivery, within 14 days of the agreed delivery date.
- 4.1.4 The Customer is entitled to make 1 claim only for each Consignment Note.
- 4.1.5 The Customer must, on request, provide to General Carrying documentary evidence such as a receipt, valuation or tax invoice to prove the value of the Goods and proof of damage. This evidence must be acceptable to the Carrier.
- 4.1.6 Claims will be paid by the Carrier only after receipt of payment for the warranty charge, the Carriage and any other outstanding amounts owed are paid.
- 4.1.7 The Carrier will pay valid claims to the Customer by EFT.
- 4.1.8 Claims will be paid by the Carrier through their 3<sup>rd</sup> party claims administrator.

### 5. Definitions

#### 5.1 Carriage

*Carriage* means the service performed by General Carrying.

#### 5.2 Consignment Note

*Consignment Note* means the Consignment Note supplied by the Customer to General Carrying for the Carriage.

#### 5.3 Goods

*Goods* means the freight under Consignment by the sender of the Goods to General Carrying.

#### 5.4 Customer

*Customer* includes the Customer's employees and representatives.