

## **G&S LOGISTICS WARRANTY TERMS & CONDITIONS (WTCs)**

By requesting G&S Logistics Pty Ltd ("the Company") provide one or other of the warranties it offers in respect of loss or damage to goods defined hereunder, the Customer agrees to these warranty terms and conditions (WTCs) which are supplementary to the trading terms and conditions (TTCs) of the Company. Accordingly, the Customer agrees that it has received and read the TTCs which are deemed incorporated herein (<https://www.gandslogistics.com.au/privacy-pages>). To the extent of any inconsistency between the interpretation, meaning or application of these WTCs and the TTCs, the WTCs shall prevail.

### **Definitions & Interpretation**

1. Words and terms used in these WTCs will have the same meanings as defined in the TTCs. The following words and terms used in these WTCs have the following meanings except where the context of application clearly indicates otherwise:
  - (a) Claim Payment means the amount of
    - (i) A\$100 payable for non business to business ("Parcel") shipments and
    - (ii) A\$250 payable for business to business ("B2B") shipmentsby the Customer in respect of each Claim brought by the Customer for loss or damage to the Goods covered by the Warranty arising from each separate incident or occurrence not otherwise excluded by these WTCs.
  - (b) Declared Value means the value of the Goods declared by the Customer when choosing the Warranty service during the booking process and shown in the booking receipt;
  - (c) Depreciation means the reduction in value of an item over time, calculated at 20% per annum from the date of original purchase;
  - (d) Warranty Limit means the maximum amount the Company will pay in respect of warranty cover being A\$400 for Parcel shipments and A\$1,500 for B2B shipments.
  - (e) Loss or Damage means actual physical loss or damage to the Customer's Goods subject of the Warranty and these WTCs and does not include any other loss or damage of any kind including but not limited to indirect or consequential losses.
  - (f) Warranty means the warranty that the Company agrees to provide in respect of Loss or Damage to the Goods subject and pursuant to these WTCs.
  - (g) Warranty Confirmation means the written confirmation of the particulars relevant to the Warranty provided by the Company and recorded in the booking receipt and these WTCs.
  - (h) Warranty Payment is the amount that the Customer pays to the Company for the Warranty as listed in its freight rates schedule on the date of the booking for Parcel or B2B shipments.

### **Warranty not Insurance**

2. The parties agree that these WTCs are not provisions which amount to an undertaking or liability in respect of insurance but provisions that warrant that the Company will indemnify the Customer for Loss or Damage even in circumstances where the Company has less or no liability to the Customer at law.

### **Warranty**

3. In consideration of the Warranty Payment, the Claim Payment and subject to these WTCs, the Company warrants to pay the Customer for Loss or Damage that occurs during the performance of the Services by the Company, its employees or Subcontractors.

### **The Warranty Cover**

4. If the Customer submits a claim for Warranty in respect of Loss or Damage to Goods which are subject to these WTCs, the Company agrees to pay the lesser of:
  - (a) the cost of repair to the Goods; or,

- (b) the cost of replacement of like goods to the Goods in the market not exceeding the original price that the Customer paid for the Goods less any reasonable salvage value obtained in respect of the Goods  
up to and not exceeding the Warranty Limit.
- 5. If there is no market for like goods, then the cost of replacement referred in Clause 4(b) above shall be the original price the Customer paid for the Goods less Depreciation since the date of their original purchase as best can be determined.
- 6. If the Customer fails to reasonably salvage the Goods, the parties agree that the Company will deduct a value that reasonably reflects the market value of the Goods following damage.

#### **Warranty Cover Exclusions**

- 7. The following Goods are excluded from Warranty cover:
  - (a) perishable goods including but not limited to meat, seafood, vegetables, fruits, beverages, confectionary, foodstuff, flowers, dry ice or other temperature controlled goods;
  - (b) live goods, including but not limited to living plants, animals, animal products, animal skins, fish, reptiles or birds;
  - (c) money (which means anything having the value of money), bullion (of any precious metal), cheques, credit or other card sales vouchers, securities, shares, bonds, deed, bills of exchange, negotiable instruments in bearer form or any documents that represent money, property or title;
  - (d) loose precious and semi-precious stones;
  - (e) human remains (including ashes);
  - (f) dangerous, illegal or prohibited items, firearms, air guns, toy guns, ammunition, weapons, weapon parts, explosives, nuclear and radioactive or explosive goods/devices/energy/fuel, hazardous or combustible materials including chemicals and paints;
  - (g) aerosols and perfumes;
  - (h) flammable liquids, petrol, lighter fluid, flammable solids, non-safety matches, gases, mace, camping gas, oxidizers, bleach, poisons, pesticides, fertilisers, insecticides, corrosives, mercury;
  - (i) alcoholic beverages;
  - (j) cigarettes, e-cigarettes or tobacco products;
  - (k) glass objects and items containing glass;
  - (l) fragile goods such as china, crockery, marble, quartz, Caesar stone and other stone or imitation stone products, pottery, ceramic, porcelain, bathroom vanity units and toilet suites.
  - (m) framed items containing glass and mirrors whereby the internal and/or external packaging fails to meet the Company's or carrier's packaging guidelines;
  - (n) furs, ivory endangered animal products;
  - (o) jewellery, all watches, precious metals;
  - (p) batteries excluding mobile phones, laptops or tablets;
  - (q) drugs/narcotics (illegal), pharmaceutical products and psychotropic substances;
  - (r) Medical samples, diagnostic specimens, blood, urine, bodily fluids, tissue samples;
  - (s) goods were are deemed to be illegal to import in the destination country;
  - (t) personal effects, being privately owned items, which are used/second-hand and usually worn/carried on the person, such as clothing and jewellery; and objects imbued with sentimental significance such as heir and family photo albums;
  - (u) Industrial diamonds or carbons;
  - (v) motor vehicles including motor bikes/trikes/quad bikes and any other road/offroad vehicles;
  - (w) waterborne vessels, jet skis, boats or similar (whether trailed or not)
  - (x) items with existing damage or in poor condition;
  - (y) furniture (indoors/outdoors) including but not limited to tables, chairs, lounge suites, mattresses, flat pack furniture, antiques, pictures and photos frames, prints, paintings, fine art and other works of art;
  - (z) collectables and/or irreplaceable items;
  - (aa) pornography;
  - (bb) household goods removals.

8. Loss or Damage to the Goods arising from the following risks are excluded from Warranty cover:
  - (a) rust, oxidization, discolouration;
  - (b) rejection, detention, condemnation or confiscation of the Goods by any government or their agencies or departments or by any public or local authority;
  - (c) dismantling, assembly, testing or fabrication of the Goods other than as required during ordinary course of provision of the Services.
9. The Company is not liable to pay Warranty cover when Loss or Damage to the Goods results from:
  - (a) ordinary wear and tear of the Customer's Goods;
  - (b) faulty manufacture or inherent defects of the Customer's Goods;
  - (c) wars or strikes, actions of government or customs authorities (including rejection or refusal of importation permission for the Goods), nuclear or radioactive contamination;
  - (d) mould;
  - (e) insufficiency, deficiency or unsuitability of packing of the Goods particularly when not packed at or above the standard set by original manufacturers for the type or mode of transit(s) used;
  - (f) mechanical or electrical breakdown or malfunction where no external evidence of damage can be shown;
  - (g) loss of data;
  - (h) goods destroyed by foreign government or customs authorities due to non-compliance with foreign laws/regulation or delay in collection.
10. Transit of the Goods to, from or within the following countries is excluded from Warranty cover:
  - (a) Afghanistan, Algeria, Armenia, Azerbaijan, Bangladesh, Bolivia, Burkina Faso, Burundi, Cameroon, Central African Republic, Chad, Columbia, Cuba, Ecuador, Equatorial Guinea, Eritrea, Ethiopia, Georgian Guinea, Guinea-Bissau, Iran, Iraq, Israel, Ivory Coast, Kenya, Lebanon, Libya, Madagascar, Mali, Mauritania, Moldova, Nagorno-Karabakh, Nepal, Niger, Nigeria, North Korea, Pakistan, Sierra Leone, Somalia, Sudan, Syria, Uganda, Yemen, Zimbabwe.
  - (b) Countries subject of trade or economic sanctions from UN resolutions, laws or regulations of Australia, European Union, United Kingdom or United States of America.

### **Claims Processing**

11. Any claim by the Customer for Warranty in respect of damage to Goods must be lodged in writing to the Company within 14 business days of delivery of the Goods or the date Services are completed, whichever date occurs first.
12. Any claim by the Customer for Warranty loss/non-delivery of Goods must be notified in writing to the Company within 14 business days from the date the Goods should have been delivered or the Services should have been completed, whichever date occurs first;
13. In respect of all Warranty claims, the Customer in addition to completing a claim form with particulars regarding the Goods and circumstances of the Loss or Damage must supply all relevant supporting documentation or other evidence and information as may be reasonably required by the Company to assess the claim.
14. The Customer agrees that it will:
  - (a) take all reasonable measures to avoid or minimise the extent of loss or damage to the Goods or any further loss, damage, liability or expense;
  - (b) note any relevant details regarding loss or damage on the consignment note, inventory or other document(s) used in the respect of the Service and provide same to the Company;
  - (c) preserve any damaged or defective items which may be required as evidence for the Company's assessment;

- (d) not authorise the repair or replacement of the lost or damaged Goods without the Company's express written consent;
  - (e) not make any settlement, admission of liability, payment, or promise of payment to a third party without written consent of the Company.
15. The Company may reduce the amount paid under the Warranty by the amount equal to the prejudice caused to it as a result of the failure to comply with one or more of the subclauses of the above provision.
16. Only the Customer may claim under the Warranty.
17. A claim for Warranty will not be accepted unless it is made in accordance with Clauses 11, 12 and 13 above. This provision does not apply if the unfair terms provisions of the ACL applies.