

## Kalgin Global Logistics FreightSafe Warranty & Extended Warranty Terms & Conditions



### General

1. Kalgin will provide to the Customer a limited guarantee against loss or damage to Goods during the Carriage for which it is liable including while the Goods are in the control and/or possession of Kalgin or their contractors and agents for the purpose of carriage, subject to the terms and conditions set out hereunder, hereinunder referred to as the **FreightSafe Warranty**.
2. The FreightSafe Warranty can be applied as needed or by default to every consignment booked for Carriage, eligible for purchase up to a maximum of AUD\$50,000 per consignment.
3. The FreightSafe Warranty is in place from when the Goods are first moved outside of the premises at which loading takes place for the purpose of being immediately loaded onto the conveying vehicle, ending when the Goods are last moved when being delivered at the destination point associated with the freight booking, or any earlier point where the ordinary course of transit has been interrupted.
4. In the circumstances where the loss or damage to Goods is partly caused by an event or incident that is the responsibility of Kalgin under these terms and conditions, but also partly caused by an event outside its reasonable control, Kalgin will assess the extent to which its actions or inactions have caused or contributed to the loss or damage suffered by the Customer and the extent to which the loss or damage was caused by something that was not within the control of Kalgin (i.e. a natural disaster event). Claims under the FreightSafe Warranty will be assessed on this basis and an offer to compensate the Customer will be made for the share of responsibility that Kalgin has for causing or contributing to the loss or damage.

### FreightSafe Warranty Conditions

5. Any claim under the FreightSafe Warranty for damage to or loss of Goods ("Claim") must be made online, using the online claim form <https://claimform.freightsafe.com/kg>
6. The Customer must notify Kalgin in writing of any Claim within the following time limits:
  - a) where the recipient of the consignment has indicated in writing on the proof of delivery record or has records that they have informed Kalgin that **damage has occurred** in respect of the Goods, within seven (7) days from the date of delivery of the Goods to the delivery address;
  - b) where the recipient of the consignment has acknowledged that the Goods have been delivered and received in **good order and condition**, within 24 hours or one (1) business day from the date of delivery of the Goods to the delivery address;
  - c) In respect of Claims for **non-delivery or loss**, within fourteen (14) days from expected delivery date.
- a) The Customer may only make one (1) Claim per consignment.
7. The Customer must provide to the claims administrator, FreightSafe, with any Claim, documentary evidence acceptable to Kalgin and FreightSafe as proof of value of the Goods. This may include, but is

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not limited to, the supplier's invoice or evidence of actual cost of manufactured goods, as well as a sales invoice where applicable.

8. Where the customer makes a valid Claim, Kalgin reserves the right to pay the Claim directly to the Customer by credit note to the Customer's account.
9. Claims will only be paid by Kalgin in respect of any Claim after the Customer has paid all outstanding amounts owed by the Customer to Kalgin on their account, so that the account is within agreed trading terms.

**FreightSafe Warranty Limitations**

10. 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.
  - b) The maximum amount that may be claimed from Kalgin under the FreightSafe Warranty is the lesser of:
    - a. the FreightSafe Warranty tier purchased or;
    - b. the cost price of the Goods, as supported by documentary evidence acceptable to Kalgin and FreightSafe (for example copy of the supplier's invoice or evidence of actual cost of manufactured goods).
  - c) Where there is no invoice value for the original purchase price (cost) of the goods, 65% of the sales/retail value of the item will be used as the basis of valuation.
  - d) GST and freight charges relating to the consignment covered by the FreightSafe Warranty shall **not** be included in the calculation of any amount in respect of the Goods. Any payment by Kalgin arising out of any Claim made by the Customer will be exclusive of GST.
  - e) Where a claim has been paid in full for goods damaged, Kalgin reserves the right to take possession of the goods as salvage or to dispose of such goods as it sees fit.
  - f) In the event of loss or damage to used or secondhand Goods, Claims that meet the conditions of the FreightSafe Warranty will be paid at the current depreciated market value of the goods, as determined by Kalgin and FreightSafe.
  - g) In the event that there is no visible evidence of damage occurring during Carriage, or Kalgin and FreightSafe determine that the condition of the goods post-delivery was likely the condition that preceded the commencement of Carriage, Claims for damage will not be paid unless the Customer can supply reasonable evidence of the condition of the Goods prior to Carriage.

**FreightSafe Warranty Exclusions**

11. Kalgin will **not** be liable for any Claims made by Customers in any of the following circumstances:

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- a) Where the Customer has not paid the FreightSafe Warranty charge;
- b) Where the Customer is not the account holder (unless the consignment is on a cash sale basis);
- c) Where the Customer fails to submit the Claim to Kalgin within the relevant time limits set out above;
- d) Where the Goods consigned are Excluded Goods, where “Excluded Goods” means each of the following items:-
  - i. currency; dangerous goods; negotiable instruments; antiques; works of art; drugs; weapons; living animals or plants; cigarettes, tobacco and tobacco related products; valuable documents; personal effects or items of sentimental significance; and irreplaceable items;
  - ii. home removals or any transit involving moving household goods from one residential property to another residential property;
  - iii. perishable items or items requiring refrigeration or a temperature-controlled environment unless they were consigned in a suitable temperature-controlled environment provided or approved for use by Kalgin or its contractors and agents.
- e) Where the Goods have not been packed in the original manufacturer's packaging or the equivalent, and/or in the reasonable opinion of Kalgin or FreightSafe, the packaging of the Goods did not comply with the Packaging Guidelines or other industry standard relevant to the nature of the Goods or is otherwise of an insufficient standard to withstand the transit of the Goods;
- f) Where the Goods were not adequately labelled or no label exists on the consignment;
- g) Where the Goods cannot be readily identified, including any identifying marks, serial numbers or other identifying codes, to establish what was damaged;
- h) Where the Goods are determined by FreightSafe to have been defective prior to the Carriage;
- i) Where damage or loss to the Goods is attributable to electrical, chemical or mechanical failure or other operational defect in the Goods which could not, in the reasonable opinion of Kalgin and FreightSafe, have been caused by the Carriage;
- j) Where damage or loss to the Goods is attributable to wear and tear, ordinary leakage, ordinary loss in weight or volume or inherent defect or vice of the Goods;
- k) Where loss of or damage to Goods occurs, or Kalgin fails, delays or is unable to carry out its obligations under this contract, due to strikes and / or lockouts (whether of Kalgin Transport’s own employees or those of others and whether or not Kalgin could have avoided the same by acceding to the demands of the employees responsible for such action), any impacts of a communicable disease, weather events, war, terrorism, warlike acts or threats (including the use of weapons), cyber-attack, expropriation, embargo, litigation, acts of government or any agency instrumentality or any political subdivision thereof or any other cause beyond the control of Kalgin Transport;

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- l) Where the delivery address is a post office box, a roadside drop or postal mailbox and Kalgin considers this means the consignment could be reasonably accessible by someone other than the intended recipient/addressee of the consignment.

**Amendments to Terms and Conditions of Contract**

12. Kalgin reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.

**Definitions**

**Carriage** means transport of the Goods by Kalgin Global Logistics, its contractors or agents, as applicable.

**Cost Price** means the lesser of:

- the Customer's original purchase price;
- the repair cost; and
- the replacement cost.

**Customer** means the person or entity who engages Kalgin Global Logistics (or their contractors or agents, as applicable) to transport Goods.

**FreightSafe** means FreightWise Services Pty Ltd (trading as FreightSafe) ACN 101 566 465

**Packaging Guidelines** means the best practice guidelines for packaging prepared by FreightSafe as amended from time to time and available at <https://freightsafe.com/Packaging-Guidelines>;

**Goods** means the items the Customer engages Kalgin Global Logistics (or their contractors or agents, as applicable) to transport.

**Warranty** means the FreightSafe Warranty offered to the Customer by Kalgin Global Logistics pursuant to these terms and conditions.