

1. InXpress New Zealand 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 InXpress New Zealand or their contractors and agents for the purpose of carriage, subject to the terms and conditions set out hereunder, referred to as the FreightSafe Warranty.
2. The **FreightSafe Base Warranty** applies to all goods consigned on each Customer's unique account number, up to a maximum of **\$2,000 per consignment**. Customers cannot elect which consignments the FreightSafe Warranty will apply to and the FreightSafe Warranty will apply to an account completely until it is terminated by agreement of the parties or otherwise notified by InXpress New Zealand in writing.
3. The **FreightSafe Extended Warranty** can be applied as needed or by default to every consignment booked for Carriage, eligible for purchase above the first level of FreightSafe Warranty, up to a maximum of:
 - a. Domestic Transit: \$100,000 per consignment
 - b. International Transit: \$50,000 per consignment
4. 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.
5. In the circumstances where the loss or damage to Goods is partly caused by an event or incident that is the responsibility of InXpress New Zealand under these terms and conditions, but also partly caused by an event outside its reasonable control, InXpress New Zealand 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 InXpress New Zealand (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 InXpress New Zealand has for causing or contributing to the loss or damage.

FreightSafe Warranty Claims

6. Any claim under the FreightSafe Warranty for damage to or loss of Goods ("Claim") must be made online using the following link: <https://claimform.freightsafe.com/inz>
7. The Customer must notify InXpress New Zealand in writing of any Claim within the following time limits:
 - a. where the Receiver has indicated in writing on the Proof of Delivery and has records that they have informed InXpress New Zealand 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 Receiver has acknowledged that the Goods have been delivered and received in good order and condition, within one (1) business days 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 after the expected date of delivery for that item/consignment note;
 - d. Where the Goods have been delivered, whether under an Authority to Leave or otherwise, and the receiver has not acknowledged delivery, within forty-eight (48) hours or two (2) business days of the date of delivery. The notification of Loss must be supported by photographs of any damage or destruction and must clearly identify the Goods and show any identifying marks or serial numbers.

8. Claims must be lodged online within thirty (30) days from the notification date of loss or damage to the consignment.
9. The Customer may only make one (1) Claim per consignment.
10. The Customer must ensure that the level of Extended Warranty represents the correct total value of the Goods. If the actual value of the Goods is higher than the extended warranty purchased, we may, acting reasonably, reduce claim payment to an amount proportionate to the value of the Goods.
11. The Customer must provide to the claims administrator, FreightSafe, with any Claim, documentary evidence required by InXpress New Zealand and FreightSafe as proof of value of the Goods and lawful ownership by the Customer of the goods. This may include, but is not limited to, the supplier's invoice or evidence of actual cost of manufactured goods, as well as a sales invoice where applicable.
12. Where the customer makes a valid Claim, InXpress New Zealand reserves the right to pay the Claim directly to the Customer by credit to the Customer's account or set off monies otherwise owned by the Customer to InXpress New Zealand.
13. Claims will only be paid by InXpress New Zealand in respect of any Claim after the Customer has paid all outstanding amounts owed by the Customer to InXpress New Zealand on their account, so that the account is within agreed trading terms.

FreightSafe Warranty Limitations

14. The FreightSafe Warranty is subject to the following limitations:
 - a. Claims are strictly limited to direct loss of or damage to the Goods, being the value of the item consigned with the carrier. For the avoidance of doubt, the FreightSafe Warranty does not extend to or cover any indirect, consequential, or economic loss or damage suffered by the Customer arising from or in connection with the loss of, damage to, or delay in delivery of the Goods. For example, in the case of a lost document, liability is limited to the cost of reproducing the document and expressly excludes any consequential loss such as loss of a tender, contract, or opportunity.
 - b. The maximum amount that may be claimed from InXpress New Zealand under the FreightSafe Warranty is the lesser of:
 - i. The FreightSafe Warranty Limitation Amount of \$2,000; or
 - ii. The FreightSafe Extended Warranty level purchased; or
 - iii. The cost price of the Goods, as supported by documentary evidence acceptable to InXpress New Zealand (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 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 InXpress New Zealand arising out of any Claim made by the Customer will be exclusive of GST.

- e. **Freight charges** relating to the original transit movement are covered only under the **FreightSafe Extended Warranty**, in the event that there is a loss incurred for the freight charge, associated to a claim for lost or damaged goods. The freight charges must be included above the total value of the goods consigned, within the coverage tier selected. For example, if \$5,000 of Extended FreightSafe Warranty was purchased, and the cost price of the goods consigned was \$4,650, the maximum payable for freight fee compensation would be \$350.
- f. Where a claim has been paid in full for goods damaged, InXpress New Zealand reserves the right to take possession of the goods as salvage and to dispose of such goods as it sees fit.
- g. In the event that there is no visible evidence of damage occurring during Carriage, or InXpress New Zealand 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.
- h. Dangerous Goods are only covered with a freight carrier who is experienced in the carriage of Dangerous Goods, and in the case that you have:
 - i. Disclosed the nature of the Dangerous Goods to be carried; and
 - ii. Provided the carrier with all information required for carriage of the Dangerous Goods in accordance with any applicable Dangerous Goods Law.
- i. There is no coverage for any third party liability, cost or expense (direct or indirect) arising out of or in connection with the carriage of or loss of Dangerous Goods.
- j. This service is a limited liability warranty and is not intended to be an insurance product or service. Accordingly, InXpress New Zealand's decision in relation to any matter relating to the FreightSafe Warranty is final and once a decision is made by InXpress New Zealand no further correspondence shall be entered into with the Customer.

FreightSafe Warranty Exclusions

15. InXpress New Zealand will not be liable for any Claims made by Customers in any of the following circumstances:
- a. Where the Customer is not the account holder or has not paid the FreightSafe Warranty charge;
 - b. Where InXpress New Zealand's records confirm successful delivery, including goods claimed as lost following an authorised unattended delivery (delivered with an Authority to Leave);
 - c. Where InXpress New Zealand's records reflect that the consignment was not duly collected or the collection process remains incomplete;
 - d. Where the Customer fails to submit the Claim to InXpress New Zealand within the relevant time limits set out above;
 - e. Where the Customer has amounts overdue and owing to InXpress New Zealand at the time of the consignment being received by the consignor;
 - f. Where the Goods consigned are Excluded Goods, where "Excluded Goods" means each of the following items:-

- i. currency; negotiable instruments; antiques; works of art; drugs; weapons; living animals or plants; cigarettes, tobacco and tobacco 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 InXpress New Zealand or its contractors and agents.
- iv. Dangerous goods in the following categories:
 - a) Class 1 explosives
 - b) Class 4.2 substances liable to spontaneous combustion
 - c) Class 6.2 infectious substances
 - d) Class 7 radioactive material;

- g. Where the Goods have not been packed in the original manufacturer's packaging or the equivalent, and/or in the reasonable opinion of InXpress New Zealand 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 for road, rail, sea or air;
- h. Where the Goods were not adequately labelled or no label exists on the consignment;
- i. Where the Goods cannot be readily identified, including any identifying marks, serial numbers or other identifying codes, to establish what was damaged;
- j. Where the Goods are determined by FreightSafe to have been defective prior to the Carriage;
- k. 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 InXpress New Zealand and FreightSafe, have been caused by the Carriage;
- l. 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;
- m. Where the Goods consigned for shipment, as evidenced by the Carrier's records, have been delivered in accordance with the consignment details, such delivery shall be deemed to constitute full and proper performance of the Carrier's delivery obligations. For the avoidance of doubt, any claim relating to Goods or quantities not consigned or recorded as part of the original shipment shall not be payable under the FreightSafe Warranty;
- n. Where loss or damage to the Goods occurs, or InXpress New Zealand fails, delays or is unable to carry out its obligations under this contract, due to strikes and / or lockouts (whether of InXpress New Zealand's own employees or those of others and whether or not InXpress New Zealand 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 InXpress New Zealand;

- o. Where the Delivery Address is a post office box, a roadside drop or postal mail box and InXpress New Zealand 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

16. InXpress New Zealand reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.
17. Any relief from or limitation on liability is to be read subject to any restriction on contracting out of liability provided in any relevant legislation (including the Competition and Consumer Act 2010 (Cth)) so that provisions for relief or limitations on liability in these conditions are limited or rendered ineffective only to the extent require to give effect to that legislation but otherwise are fully effective or independent of any provisions which are rendered void or ineffective by reason of legislation.

Definitions

Carriage means the coordination, arrangement, and management of transport services for the Goods by InXpress New Zealand through its selected contractors, carriers, and agents. For clarity, InXpress New Zealand does not physically transport the Goods but facilitates their movement through third-party transport providers. Any reference to the Goods being in the 'control' or 'possession' of InXpress New Zealand refers to periods where the Goods are handled by third-party carriers engaged by InXpress New Zealand as part of the freight arrangement.

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 InXpress New Zealand (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 InXpress New Zealand (or their contractors or agents, as applicable) to transport.

Warranty means the FreightSafe Warranty offered to the Customer by InXpress New Zealand pursuant to these terms and conditions.