

# COPE Safe Warranty Claim Form

Please complete all required details and return along with all listed attachments

<b>Name of Claimant:</b>		<b>Consignment Note Number:</b>	
		<b>Date of Despatch:</b>	
<b>Customer Account Number:</b>		<b>Customer Phone:</b>	
<b>Contact Person Name:</b>		<b>Mobile:</b>	
<b>Fax Number:</b>		<b>E-mail:</b>	
<b>Sender (Consignor):</b>		<b>Receiver (Consignee):</b>	
<b>Address:</b>		<b>Address:</b>	
<b>Date of Claim:</b>		<b>Date of Good Delivered:</b>	
<b>Description of Goods:</b> (Please ensure a copy of the delivery documentation is attached. Please describe goods as accurately as possible as they may have lost their documentation)			
<b>Details of Loss or Damage:</b> Please indicate Lost <input type="checkbox"/> or <input type="checkbox"/> Damaged			
<b>Description of Incident:</b>			
<b>Value of Claim (\$):</b>  Please supply a copy of original cost price invoice from the supplier for the goods lost or damaged		<b>Name of person submitting claim:</b>  <b>Name of your COPE Account Manager (If applicable):</b>	
<b>DECLARATION</b>			
I ACKNOWLEDGE THAT THE COMPLETION OF THIS FORM IS FOR INCIDENT REPORTING PURPOSES ONLY AND THAT ANY CLAIM WILL BE SUBJECT TO BEING A PARTICIPANT IN THE COPE SAFE WARRANTY PROGRAM AND MY CLAIM BEING APPROVED AS PER THE TERMS AND CONDITIONS. I AM THE LEGAL OWNER OF THE GOODS CONSIGNED AND DECLARE THAT THE ABOVE MENTIONED STATEMENTS ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.			
<b>Form Completed By (print name):</b>		<b>E-mail Address:</b>	
<b>Signature:</b>	<b>Date:</b>	<b>Telephone:</b>	
<b>Claim must be accompanied by:</b>			
Copy of Consignment Note: <input type="checkbox"/>	Copy of POD: <input type="checkbox"/>		
Copy of Incident Report: <input type="checkbox"/>	Cost Price Invoice: <input type="checkbox"/>		
Digital Photographs (if damaged) <input type="checkbox"/>	Evidence of damage/loss: <input type="checkbox"/>		

Complete form and email along with attachments to [warrantyclaim@cope.com.au](mailto:warrantyclaim@cope.com.au), or fax to 08 8341 1976.

## COPE Safe Warranty Terms & Conditions

### General

1. COPE Sensitive Freight 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 COPE Sensitive Freight, subject to the limitations and exclusions set out hereunder (the "COPE Safe Warranty").
2. The COPE Safe Warranty applies to all goods consigned on each Customer's unique account number. Customers cannot elect which consignments the COPE Safe Warranty will apply to and the COPE Safe Warranty will apply to an account completely.

### COPE Safe Warranty Claims

3. Any claim under the COPE Safe Warranty for damage to or loss of Goods ("Claim") must be made in writing on a claim form supplied by COPE Sensitive Freight. Claims must be sent to:-

COPE Sensitive Freight - COPE Safe Warranty Department  
COPE Safe Warranty Program, 1A Symonds Street, Royal Park SA 5014  
or e-mailed to [warrantyclaim@cope.com.au](mailto:warrantyclaim@cope.com.au)  
or faxed to 08 8341 1976.

4. The Customer must notify COPE Sensitive Freight in writing of any Claim within the following time limits:
  - a) where the Receiver has indicated in writing on the Proof of Delivery or has records that they have informed COPE Sensitive Freight 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 goods were due to arrive at their specified delivery location.
5. The Customer may only make one (1) Claim per consignment.
6. The Customer must provide to COPE Sensitive Freight with any Claim, documentary evidence acceptable to COPE Sensitive Freight (for example receipt, valuation or tax invoice) as proof of value of the Goods.
7. Where the customer makes a valid Claim, COPE Sensitive Freight reserves the right to pay the Claim either directly to the Customer by cheque, EFT or as a credit to the Customer's account.
8. Claims will only be paid by COPE Sensitive Freight in respect of any Claim after the Customer has paid all outstanding amounts owed by the Customer to COPE Sensitive Freight on their account.

### COPE Safe Warranty Limitations

9. The COPE Safe 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 COPE Safe 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 COPE Sensitive Freight under the COPE Safe Warranty is the lesser of:
    - i. For Class A consignments:

- a. the COPE Safe Warranty Limitation Amount of \$1,000.00; and
  - b. the cost price of the Goods, as supported by documentary evidence acceptable to COPE Sensitive Freight (for example receipt, valuation or tax invoice from the seller of the Goods).
- ii. For Class B consignments:
- a. the COPE Safe Warranty Limitation Amount of \$2,000.00; and
  - b. the cost price of the Goods, as supported by documentary evidence acceptable to COPE Sensitive Freight (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 COPE Safe Warranty shall not be included in the calculation of any amount payable under the COPE Safe Warranty in respect of the Goods and any payment by COPE Sensitive Freight 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, COPE Sensitive Freight reserves the right to take possession of the goods as salvage and to dispose of such goods as it sees fit.

#### **COPE Safe Warranty Exclusions**

10. COPE Sensitive Freight will not be liable for any Claims made by Customers in any of the following circumstances:
- a) Where the Customer has not paid the COPE Safe Warranty charge;
  - b) Where the Customer fails to submit the Claim to COPE Sensitive Freight within the relevant time limits set out above;
  - c) Where COPE Sensitive Freight 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; securities; drugs; weapons; living animals or plants; refrigerated/perishable goods; household and personal effects; second hand goods, cigarettes, tobacco and tobacco products; valuable documents; glassware or glass panes.
  - e) Where COPE Sensitive Freight in its reasonable opinion considers the Packaging of the Goods to be inadequate for road, rail, sea or air transportation;
  - f) Where the Goods are determined by COPE Sensitive Freight 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 COPE Sensitive Freight, have been caused by the Carriage;
  - h) Where COPE Sensitive Freight fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of COPE Sensitive Freight's own employees or those of others and whether or not COPE Sensitive Freight 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 COPE Sensitive Freight;
  - 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;
  - l) Where goods have been left as per an authority to leave instruction.

#### **Amendments to Terms and Conditions of Contract**

11. COPE Sensitive Freight reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.