

Dear Valued Customer,

COPE Sensitive Freight 'COPE Safe' Warranty Program

At COPE Sensitive Freight, we are committed to ensuring that our service delivery standards are in line with what our customers expect from us. In the event that there is an isolated incident where COPE Sensitive Freight, or its agents, experiences a service failure that results in the loss or damage of your goods, we can now provide a guarantee over our service through the **COPE Safe Warranty Program**.

COPE safe protects our customers against loss or damage at a very competitive rate, with guaranteed quick claim settlement and no excess applied to the amount claimed.

The COPE Safe Warranty service will be activated as of the 15th of September 2014 and is designed to provide financial peace of mind to you as a valued customer. Pricing for the COPE Safe Warranty, which will be applied to all participating customers' consignments, will be as follows:

Class of Warranty	Rate per Consignment Exclusive of GST	COPE Safe Warranty Cover per Consignment
Class A	\$6.50	\$1,000.00
Class B	\$8.50	\$2,000.00

Furthermore, all claims will be managed by a professional 3rd party claims administrator, FreightSafe, who have been managing claims for over 17 years. A copy of the terms and conditions and registration form of the COPE Safe Warranty are attached for your information, and a copy can also be found at <http://www.cope.com.au/cope-safe-warranty>

Please complete the attached COPE Safe Warranty Registration Form and return it to us via e-mail or post as follows:

E-mailed to copesafewarranty@cope.com.au

or posted to COPE Safe Warranty Program, 40 Fulton Drive, Derrimut, VIC, 3030

Feel free to contact your Account Manager or local COPE Sensitive Freight branch if you require additional information on this or any of our other services. We look forward to supporting your business through the provision of our specialised transport and logistics solutions.

COPE Safe Warranty Registration Form

Please Complete and E-mail to copesafewarranty@cope.com.au or posted to COPE Safe Warranty Program, 40 Fulton Drive, Derrimut, VIC, 3030

Customer Account Name

Customer Account Number

We hereby select our COPE Safe Warranty option to be applied to our account for all consignments. The rates to be charged are either \$6.50 for Class A consignments or \$8.50 for Class B consignments excluding GST, per consignment, depending on the selection below.

Please tick one box only

<p>Automatic COPE Safe Warranty Class A of \$1,000 – all consignments</p> <p>YES, we require an automatic COPE Safe warranty at the rates outlined above.</p>	<input type="checkbox"/>
<p>Automatic COPE Safe Warranty Class B of \$2,000 – all consignments</p> <p>YES, we require an automatic COPE Safe warranty at the rates outlined above.</p>	<input type="checkbox"/>
<p>NO, we do not require the automatic COPE Safe warranty on our consignments.</p> <p>We hereby accept that by declining the COPE Safe Warranty, all goods are consigned without the automatic warranty and are done so at our own risk. As such, we agree not to hold COPE Sensitive Freight liable for any loss or damage now or in the future.</p>	<input type="checkbox"/>

We confirm that we have read and accepted the COPE Safe Warranty Terms and Conditions, which form part of COPE Sensitive Freight’s Standard Terms and Conditions of Cartage. A copy of these is attached and we confirm that we have accepted them in full.

I hereby acknowledge that I am duly authorised to sign on behalf of the company.

Form Completed By (print name):	Role:	
E-mail Address:		
Signature:	Date:	Telephone:

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

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 Freight 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.