

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 3<sup>rd</sup> 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](mailto: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](mailto: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><b>YES</b>, 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><b>YES</b>, we require an automatic COPE Safe warranty at the rates outlined above.</p>	<input type="checkbox"/>
<p><b>NO</b>, 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 <b>without</b> 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:

## CopeSafe Warranty Terms & Conditions

### General

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

### CopeSafe Warranty Claims

3. Any claim under the FreightSafe Warranty for damage to or loss of Goods ("Claim") must be made online, using the following link. <https://my.freightsafe.com/aus/claimform/#/csf>
4. The Customer must notify Cope Sensitive 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 that loss or 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) In respect of Claims for non-delivery, within seven (7) days after the date of dispatch specified for that item/tracker.
5. The Customer may only make one (1) Claim per consignment.
6. The Customer must provide to Cope Sensitive with any Claim, documentary evidence acceptable to Cope Sensitive (for example receipt, valuation or tax invoice) as proof of value of the Goods.
7. Where the customer makes a valid Claim, Cope Sensitive reserves the right to pay the Claim either directly to the Customer by cheque or EFT or as a credit to the Customer's account.
8. Claims will only be paid by Cope Sensitive in respect of any Claim after the Customer has paid all outstanding amounts owed by the Customer to Cope Sensitive on their account.

### CopeSafe Warranty Limitations

9. The CopeSafe 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 CopeSafe Warranty does not cover any consequential loss or damage suffered by the Customer as a result of loss or damage to the Goods.
  - b) Where the Receiver has acknowledged that the Goods have been delivered and received in good order and condition, there is no claim.
  - c) The maximum amount that may be claimed from Cope Sensitive under the CopeSafe 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).

- d) GST and freight charges relating to the consignment covered by the CopeSafe Warranty shall not be included in the calculation of any amount payable under the CopeSafe Warranty in respect of the Goods and any payment by Cope Sensitive 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, Cope Sensitive reserves the right to take possession of the goods as salvage and to dispose of such goods as it sees fit.

#### **CopeSafe Warranty Exclusions**

10. Cope Sensitive 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 within the relevant time limits set out above;
  - c) Where Cope Sensitive 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; antiques; works of art; securities; drugs; weapons; living animals or plants; refrigerated/perishable goods; household and personal effects; second hand/used goods, cigarettes, tobacco and tobacco products; valuable documents; glass or glass product.
  - e) Where Cope Sensitive 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 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, have been caused by the Carriage;
  - h) Where Cope Sensitive fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of Cope Sensitive’s own employees or those of others and whether or not Cope Sensitive 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;
  - 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.

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

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