

## Freight Cover – Terms and Conditions

### General

1. Freight Cover is a limited warranty option offered by Northline NomineeCo Pty Ltd as agent for Northline Partnership ABN 18 677 809 229 (**Northline**). Where Freight Cover has been selected, Northline will provide the Customer with limited warranty against loss or damage to goods whilst such goods are in transit within Australia and are in Northline's or any of its agents' or subcontractors' possession or control. Northline will do so subject to the terms and conditions below.
2. Northline reserves the right to amend these terms and conditions from time to time, by providing Customers with at least 7 days' notice of any amendments.

### Freight Cover selection and application

3. Subject to clauses 4 and 5, a Customer may select Freight Cover, and the level of Freight Cover by contacting their Northline Account Manager or the Northline Customer Service team.
4. Freight Cover is available for most goods consigned through Northline. However, Freight Cover is not available for the following:
  - 4.1. goods that are consigned outside Australia;
  - 4.2. valuables including cash, banknotes, jewellery, precious gems, gold bullion, antiques, works of art and collectable items of value;
  - 4.3. motor cars and motor bikes (crated bikes accepted);
  - 4.4. glass or glass related products;
  - 4.5. living animals and plants;
  - 4.6. alcohol, cigarettes, tobacco and tobacco related products; and
  - 4.7. perishable goods.
5. If the Customer is or will be a Northline account holder, once Freight Cover and the level of Freight Cover are selected, they will be applied to each of the Customer's consignments, irrespective of which account the consignments apply to. If the Customer is not a Northline account holder, Freight Cover will apply to each consignment of that Customer at the maximum level of cover. This is a precondition of Northline's provision of freight services to non-account holders.
6. A Northline account holding Customer may opt out of Freight Cover, or may nominate a different level of Freight Cover by providing Northline with written notification, at least 30 days before the change is to take effect.
7. If Freight Cover has not been selected, all goods are consigned at the Customer's own risk and Northline will not be liable for any loss or damage to the goods.

### Level of Freight Cover

8. The level of Freight Cover selected is the maximum amount payable by Northline to compensate the Customer for any damage or loss of goods relating to a consignment caused by Northline or any of its subcontractors or agents. Northline will pay an amount which is less than the maximum amount payable, if this amount reasonably compensates the Customer for the value of the damaged or lost goods.
9. The amount payable by Northline will be appropriately reduced if the damaged goods may be salvaged, or if the Customer had partially caused the damage or loss. Northline will not be liable to compensate the Customer for any freight charges, charges for Freight Cover, fines, punitive damages, loss of profits, government taxes or duties or for any indirect or other losses (e.g. loss of custom or market) suffered by the Customer. In addition, Northline will not be liable to compensate the Customer for any of the following:

- 9.1. any loss or damage caused by the negligent or willful act of any person other than Northline or any of its agents or subcontractors
- 9.2. loss or damage where Northline in its reasonable opinion considers the goods have been insufficiently packaged/protected to cope with general freight forwarding via road, rail or other means, including loading/unloading and general handling of the goods;
- 9.3. any wear and tear, ordinary leakage, ordinary loss in weight or volume of the goods;
- 9.4. any loss or damage caused by the inherent vice of the goods (in other words, the intrinsic quality or property of the goods has caused the goods to destroy or damage itself);
- 9.5. any damage, mechanical failure, electrical breakdown or malfunction of goods where there is no external evidence that an accident has occurred;
- 9.6. any loss claimed by the Customer where Northline is in possession of a proof of delivery where the Receiver has acknowledged that the goods have been delivered and received in good order and condition, and with no notation of damage;
- 9.7. any loss resulting from the expropriation of the goods which means the lawful seizure, confiscation, or requisition of the goods; and
- 9.8. any claim made by the Customer which is not made in accordance with these terms and conditions.

## **Freight Cover claims**

10. Claims must be submitted by using the "Freight Cover Claims Portal" which is available from Northline's website.
11. Claims must be submitted in accordance with the procedure under this heading within 30 days from the consignment date. Claims that are submitted after 30 days from the consignment date will not be accepted.
12. The Customer shall make no more than one claim per consignment. Claims made in excess of this limit will not be accepted.
13. Claims will only be accepted from a Customer. Claims from a sender or receiver that is not a Customer of Northline will not be accepted.
14. The Customer must provide all information reasonably required by Northline to assess the Customer's claim. This includes documentary evidence to prove the value of damaged or lost goods when making a claim. Examples of such evidence include an invoice from the supplier of the affected goods, and evidence of the actual cost of manufacturing the affected goods. Each claim will be processed once the Customer has provided all such information.
15. If Northline has a right to recover any costs paid from a third party, the Customer shall provide Northline with reasonable assistance to recover such costs.
16. Northline reserves the right to assess goods claimed to be damaged, to obtain an independent quote for repairs, and to have damaged goods repaired if they are reasonably salvageable.
17. Claims will only be paid by Northline once the Customer has paid all the outstanding amounts relating to the consignment that has incurred the loss or damage. This includes any outstanding Freight Cover charge that is applicable for that consignment.
18. Northline may pay the claim by providing the Customer with a credit for an amount equal to the amount payable by Northline under clauses 8 and 9 above. Northline may apply this credit to any of the Customer's accounts where there are outstanding amounts.
19. Claims paid will be exclusive of any Good and Services Tax (GST), unless the GST cannot be claimed as an Input Tax Credit (ITC) by the Customer in which case the settlement will be inclusive of GST.
20. Where a claim has been paid in full for damaged goods, Northline reserves the right to take possession of such goods as salvage, and to dispose of such goods as it sees fit.