

**Proof of Delivery (POD)**

Clients who require POD's will receive a log on and username and will be able to view/print/save POD's using the internet. Proof of delivery documents will be emailed on a daily basis

Proof of Delivery Required	Y	N		
Email address(es)	Name	Department	Contact Number	

**Extract terms and conditions:**

**TERMS ARE STRICTLY 30 DAYS**

Any account that is trading outside our terms will incur a 2½ % surcharge per month until paid in full.  
All Debt collection costs and/or legal fees, if required, will be deemed to be recoverable from you.

**WE ARE NOT COMMON CARRIERS.**

**INSURANCE IS THE RESPONSIBILITY OF CONSIGNOR/CONSIGNEE.**

Full terms and conditions will be provided upon request.

I/WE HEREBY DECLARE THAT THE ABOVE INFORMATION IS CORRECT

I/WE HEREBY ACCEPT ABC TRANSPORT'S TERMS OF PAYMENT

**SIGNATURES**

**Manager** \_\_\_\_\_ **Date** \_\_\_\_\_

**Director** \_\_\_\_\_ **Date** \_\_\_\_\_

1. Should a non reply be forthcoming, it will be considered as full acceptance of the terms listed above.
2. Should a client disagree, they are to list issues in writing - to be reviewed on a unique case by case basis.

**Documents attached:**

We encourage that you take the time to read these and fully comprehend what they are. You are welcome to contact ABC Transport and discuss any question or queries that you may have regarding these documents.

- Pallet Policy
- Freight Safe Policy

## Pallet Hire Equipment

Do you have a pallet account(s)?	
Chep/Loscam account numbers	
Pallet Controller Name/Phone	
Pallet Controller email	

### Equipment type

- ABC Transport accept Loscam / Chep Hire equipment.
- Any deliveries on pallets other than Loscam /Chep (i.e. skids, plain pallets) will be at Suppliers expense.
- Hire equipment other than wooden pallets are not permitted to be transferred onto ABC Transport accounts. Transfers will be rejected outright.
- If equipment other than wooden pallets is required to be traded they must contact the **ABC Transport Pallet Controller for authorisation** prior to equipment being delivered.

Pallet Controller: [palletcontrol@abctransport.com.au](mailto:palletcontrol@abctransport.com.au)

### Transfer of Hire Equipment

- ABC Transport do not exchange Hire Equipment under any circumstances.
- All deliveries into ABC Transport must be accompanied by an Equipment Transfer Docket.
- Please supply 2 copies of the equipment docket at the time of delivery. This will ensure that both parties obtain a signed docket. If only one copy is received this will be retained by ABC Transport for our records.
- ABC Transport has the authority to amend a transfer quantity if deemed incorrect on arrival at ABC Transport. This agreement relates to all pallets picked up on your behalf.

### Processing Transfers

- ABC Transport accept Loscam ECD; Chep CMD; Loscam HMS; Loscam Online; ChepMate; Chep portfolio and 21C system transfers.
- Exchange dockets will be rejected.
- **ABC Transport do** not advise transfers on to our accounts. It is responsibility of sending trading party to advise Chep and Loscam of their transactions.
- Trading Partners have 90 days to advise both Chep and Loscam of transfers onto ABC Transport accounts. Any dockets older than 90 days will be re-dated to the invoice date it is processed on.
- All transfers must be advised using the initial transfer docket number received at the time of delivery. i.e. if manual docket is raised, the manual docket number must be advised not a new transfer number created.
- If duplicate transfers are received, the docket number received by ABC Transport at the time of delivery will be accepted.
- Any unknown transfer onto any ABC Transport account will not be accepted unless a copy of the pallet docket is supplied for investigation/verification. If this information is not supplied the transfer will be removed until such time as it is supplied taking into consideration allowed 6 month processing window.
- Requested copies of dockets not received within 7 days will be rejected.

### Trading Partner Queries — Back Dated Authorities

- Trading Partners queries are to be directed to ABC Transport Pallet Controller.
- Suppliers have 6 months (180 days) from shipment/delivery date to advise Chep and Loscam of transfers onto our accounts. ABC Transport will not be responsible or authorise transfers/reinstatements/corrections processed outside of this 6 month period therefore claims will not be accepted/investigated.
- Reinstatement of rejected dockets will be processed against the original docket according to the following:  
Chep and Loscam claims received within 60 days of the delivery date will be reinstated at original movement date.  
Chep claims received over 60 days from the delivery date but no older than 6 months will be recognised and reinstated with a new movement date of date of claim (at the discretion of Snr Management)  
Loscam claims received over 60 days from the delivery date but no older than 90 days will be recognised and reinstated with a new movement date of date of claim (at the discretion of Snr Management).

### ABC Transport Account Numbers

- Trading Partners are required to contact the ABC Transport Pallet Administrator for account numbers.

Failure to conform to the above policy may result in rejection of equipment onto ABC Transport accounts.  
Your understanding in this matter is noted and appreciated.

### **CUSTOMERS WITHOUT A PALLET ACCOUNT**

ABC hold and manage both CHEP and Loscam accounts, this is a cost to our business that we absorb in our service offering. We think that it is only fair that our customers do the same. In saying that we are able to trade with customers without a pallet account but this adds further costs to our business and opens us up to the risk of equipment lost and large compensation pay outs to equipment providers (CHEP & Loscam).

To cover these costs, an exchange pallet levy will be built into your rates schedule.

### **EXCHANGE RULE**

Pallet exchanges can only take place by pre-approved agreement. If approval has been granted then the Exchange rules listed below apply.

1. Pickups – No empty pallets will be issued by ABC Transport upon pickup; an IOU/exchange docket will be pre generated by ABC Transport and issued by the ABC Transport driver. All claims on ABC Transport for exchange pallets must be submitted to the ABC depot pallet controller and include the IOU/Exchange docket issued to verify claim. These will then be authorized / confirmed by ABC Transport for collection from the depot or delivered to you on our next collection.
2. Delivery – Pallets delivered are to be collected at time of delivery. If the correct amount and type are not available an IOU/Exchange docket is raised and then signed by both parties. Redemption of owed pallets must be collected on the following delivery. Extra fees may apply for non-collection at the time of delivery.

## FreightSafe Warranty Terms & Conditions

### General

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

### FreightSafe Warranty Claims

3. Any claim under the FreightSafe Warranty for damage to or loss of Goods ("Claim") must be made on line  
<https://my.freightsafe.com/aus/claimform/#/abc>
4. The Customer must notify ABC Transport 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 ABC Transport 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 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 ABC Transport with any Claim, documentary evidence acceptable to ABC Transport (for example copy of the supplier's invoice or evidence of actual cost of manufactured goods) as proof of value of the Goods.
7. Where the customer makes a valid Claim, ABC Transport 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 ABC Transport in respect of any Claim after the Customer has paid all outstanding amounts owed by the Customer to ABC Transport on their account.

### FreightSafe Warranty Limitations

9. The FreightSafe 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 FreightSafe 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 ABC Transport under the FreightSafe Warranty is the lesser of:
    - a. the FreightSafe Warranty Limitation Amount of \$1,500.00; and
    - b. the cost price of the Goods, as supported by documentary evidence acceptable to ABC Transport (for example copy of the supplier's invoice or evidence of actual cost of manufactured goods).

- c) GST and freight charges 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 ABC Transport 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, ABC Transport reserves the right to take possession of the goods as salvage and to dispose of such goods as it sees fit.

#### **FreightSafe Warranty Exclusions**

10. ABC Transport 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 ABC Transport within the relevant time limits set out above;
- c) Where ABC Transport 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; household and personal effects; second hand goods, cigarettes, tobacco and tobacco products; valuable documents; glass or glass product.
- e) Where ABC Transport 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 ABC Transport 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 ABC Transport, have been caused by the Carriage;
- h) Where ABC Transport fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of ABC Transport's own employees or those of others and whether or not ABC Transport 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 ABC Transport;
- 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 ABC Transport receives goods on a pallet, it will not be responsible for individual items on that pallet unless the pallet is accompanied with a manifest, picking slip or other supporting documentation that determines the quantity of items received.

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

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