APD WARRANTY
Terms and Conditions

General

1. APD Parcel Delivery 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 APD Parcel Delivery, subject to the limitations and exclusions set out hereunder (the APD Warranty).

2. The APD Warranty applies to all goods consigned on each Customer's unique account number. Customers cannot elect which consignments the APD Warranty will apply to and the APD Warranty will apply to an account completely.

APD Warranty Claims

3. Any claim under the APD Warranty for damage to or loss of Goods ("Claim") must be made in writing on a claim form supplied by APD Parcel Delivery. Claims must be sent to:

    APD Parcel Delivery - Warranty Department
    17 Oxenham St Dudley Park SA 5008

    or e-mailed to warranty@apdparcel.com.au

4. The Customer must notify APD Parcel Delivery 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 APD Parcel Delivery 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 consignment.

5. The Customer may only make one (1) Claim per consignment.

6. The Customer must provide to APD Parcel Delivery with any Claim, documentary evidence acceptable to APD Parcel Delivery (for example receipt, valuation or tax invoice) as proof of value of the Goods.

7. Where the customer makes a valid Claim, APD Parcel Delivery will pay the Claim as a credit to the Customer's account.

8. Claims will only be paid by APD Parcel Delivery in respect of any Claim after the Customer has paid all out standing amounts owed by the Customer to APD Parcel Delivery on their account.

APD Warranty Limitation

9. The APD 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 APD 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 APD Parcel Delivery under the APD Warranty is the lesser of:

        a.   The APD Warranty
        i.   the APD Warranty Limitation Amount of $1,000.00; and
        ii. the cost price of the Goods, as supported by documentary evidence accept able to APD Parcel Delivery (for example receipt, valuation or tax invoice from the seller of the Goods).

        b.   The Additional APD Warranty
        i.   the APD Warranty Limitation Amount of $1,500.00; and

        ii. the cost price of the Goods, as supported by documentary evidence accept able to APD Parcel Delivery (for example receipt, valuation or tax invoice from the seller of the Goods).

    c) Freight charges relating to the consignment covered by the APD Warranty shall not be included in the calculation of any amount payable under the APD Warranty in respect of the Goods and any payment by APD Parcel Delivery 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, APD Parcel Delivery reserves the right to take possession of the goods as salvage and to dispose of such goods as it sees fit.

APD Warranty Exclusions

10. APD Parcel Delivery will not be liable for any Claims made by Customers in any of the following circumstance

    a) Where the Customer has not paid the APD Warranty Charge;

    b) Where the Customer fails to submit the Claim to APD Parcel Delivery within the relevant time limits set out above;

    c) Where APD Parcel Delivery 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, flowers or plants; household and personal effects; second hand goods; cigarettes, tobacco and tobacco products; refrigerated or frozen goods; valuable documents; glass or glass product.

    e) Where APD Parcel Delivery 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 APD Parcel Delivery 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 APD Parcel Delivery, have been caused by the Carriage;

h)   Where APD Parcel Delivery fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of APD Parcel Delivery own employees or those of others and whether or not APD Parcel Delivery 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 APD Parcel Delivery;

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)   When labels are provided to the customer from APD, these labels must be applied to all items.

m)   All items must be fully labelled before pick up.

Amendments to Terms and Conditions of Contract

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