

TERMS & CONDITIONS

By the Conditions set out below, Global Postal Solutions ('GPS') and Ozepost Pty Limited ('OPL') its servants and agents are not to be liable at all for the certain losses and damages and, if they are to be liable the amount of the liability is in all circumstances, limited to the amount stated as Declared Value. Any liability only occurs where a premium has been paid, and accepted for the Replacement Plan service, which is an amount equal or less than the Declared Value. You are therefore advised to seek insurance cover in any areas in which liability and fault are not clearly accepted or within the amount declared.

1. Any businesses undertaken by GPS and/or OPL is carried out subject to the conditions hereafter set out, each of which shall be deemed to be implied between GPS, OPL and a Shipper. GPS and/or OPL shall not be bound by any agreement purporting to vary these conditions unless such agreement shall be in writing and signed on behalf of GPS and/or OPL by a competent officer.

2. GPS and/or OPL are not a common carrier and will only carry documents or goods subject to these conditions which can only be altered in accordance with clause 1 above. GPS and/or OPL reserves the right to refuse the carriage or transportation of any documents or goods for any person, firm or company and the carriage or transportation of any class of documents or goods at its absolute discretion.

3. GPS and/or OPL undertakes subject to payment in accordance with rates notified to the Shipper from time to time, to arrange with postal authorities, freight forwarders and/or Third Parties the Shipper's documents goods between destinations agreed between GPS and/or OPL and the Shipper, dependant on the service nominated being available. In the event the service is not available, an alternative service will be used. Where you have provided contact details we will use our best endeavours to contact you and advise of any material change. All parties carrying the goods reserves the right to carry the Shipper's documents or goods between destinations agreed between GPS and/or OPL and the Shipper. GPS and/or OPL reserves the right to carry the Shipper's documents or goods by any route and procedures and by successive carriers and according to its handling, storage and transportation methods.

4. GPS and/or OPL reserve the right to inspect all documents, or goods consigned by the Sender to ensure that all documents or goods are capable of carriage to the countries of destination within the standard operating procedures, customs, declaration and handling methods of GPS and/or OPL. In addition we reserve the right to check any goods to comply with OPL's obligations as a Regulated Agent in making this reservation GPS and/or OPL does not warrant that any particular item to be carried is capable of carriage and delivery without infringing the law of any country or state from, to or through which the item may be carried. Compliance is totally the responsibility of the Sender.

6. The packaging of the Shipper's documents or goods for transportation is the Shipper's responsibility including the placing of the documents on the item to be sent. GPS and/or OPL accepts no responsibility for loss or damage to documents or goods caused by inadequate or inappropriate packaging, labelling or affixing. It is the sole responsibility of the Shipper to address adequately each consignment to enable effective delivery to be made. GPS and/or OPL shall not be liable for delay in forwarding or delivery resulting from the Shipper's failure to comply with its obligations in this respect.

7. The Shipper is liable for all losses, damages and expenses arising as a result of its failure to comply with its obligations under this Agreement or as a result of its negligence, omission, incorrect or false information. Our losses should be read in conjunction with Clause 15.

8. GPS and/or OPL will only carry documents or goods which are in the property of the Shipper and the Shipper warrants that it is authorized to accept and is accepting these conditions not only on behalf of itself but also as agent for and on behalf of all other persons who are or may hereafter become interested in the documents or goods. The Shipper's hereby undertakes to indemnify GPS and/or OPL against any damages, costs and expenses resulting from any breach of this warranty.

9. GPS and/or OPL is responsible for the Shipper's documents or goods whilst they are within its custody or control and shall be liable subject to clause 11 hereof for loss sustained by the Shipper due to damage to or loss of the documents of goods whilst in GPS and/or OPLs custody, providing that such loss or damage was due to negligence of GPS and/or OPL, its servants or agents. Save as aforesaid, GPS and/or OPL shall be under no liability in respect if the documents or goods carried by it ,and in particular shall it be liable for the consequential loss shall be deemed to include, without restriction, commercial, financial or other direct loss including loss of interest and utility. GPS and/or OPL shall not be liable for any loss or damage incurred by the Shipper due to any delays in the carriage or delivery of documents or goods which are beyond the control of the GPS and/or OPL. All delivery times are indicative, and are not to be construed as a time guarantee unless the product specifically refers to it as such.

10. The liability of GPS and/or OPL under these conditions shall be limited to the payment by GPS and/or OPL by way of damages of a sum not exceeding AUD50.00 or its equivalent per consignment, unless a Replacement Plan and Extended Warranty are in place. For the purpose of establishing liability under the clause the value of a document or the goods shall be ascertained by reference to their replacement of reconstitution value at the time and place of shipment without reference to their commercial utility to the Shipper's and other items of consequential loss.

11. Door to Door is inclusive of Pickup in Australia, Customs Clearance and delivery to address provided, on basis Recipient address is serviced by Destination Post Office, or Agent appointed. If address is not serviced to door, the goods will be delivered to closest Depot. The Shipper is responsible to ascertain service level to destination address. Door to Door and Customs Clearance Excludes any port, warehouse, storage, Tax, Duties and/or Quarantine charges or liabilities. Exclusions only apply if detailed in Description of Spot Rate item and/or Express Checkout provided and/or description of product on Tax Invoice.

12. Any claim brought by a Shipper's against GPS and/or OPL hereunder in respect of duties and liabilities must be notified by the Shipper's to an office of GPS and/or OPL in writing within 28 days of the day when the documents or goods should reach their destination.

13. GPS and/or OPL will not carry (in addition to those items mentioned in clause 2 hereof) dangerous, hazardous, combustible or explosive materials, gold and silver bullion, coin, dust cyanides, precipitates, or any form of gold, silver or bullion, platinum and other precious metals, precious and semi-precious stones including commercial carbon or industrial diamonds, currency (paper or coin) of any nationality, negotiable securities, stocks, bonds, certificates, uncancelled postage or revenue stamps, war savings or thrift stamps, blank or endorsed bank cashier's cheques, money orders or traveller's cheques, letter, antiques, pictures, livestock or plants and in the event that any Shipper should consign such items with GPS and/or OPL, the Shipper shall indemnify GPS and/or OPL for all claims, damages, and expenses arising in connection therewith and GPS and/or OPL having knowledge that such items infringes these conditions. The right of inspection referred to in clause 4 shall also apply for the purpose of this clause.

14. GPS and/or OPL are not air or sea transporters undertaking services within the Warsaw Convention 1929 and subsequent air carriage treaties and legislation. GPS and/or OPL acts as agents for its Shipper who are then consigning documents or goods with a particular airline, postal authority or shipping company for onwards carriage and without prejudice to its general right or subrogation hereunder GPS and/or OPL shall have the right to recover compensation from any airline, postal authority or shipping company for loss, damage or expense incurred by any Shipper on behalf of that Shipper.

15. GPS and/or OPL reserves the right and will not be held responsible for delay or withholding sending, or picking up the shipper's goods until they are satisfied payment will be received in full by the selling outlet and/or Shipper. All costs including booking fees, telephone calls, labour cost at AUD40.00 per hour or part thereof, packaging and freight costs may be deducted from any refund or cancelled order. You will be also charged daily demurrage storage at our absolute discretion at the rate of \$40.00 per cubic metre, or part thereof, for any non-compliance after 48 hours from notification, or agreed date. All items in these Terms and Conditions are to be read jointly and severally.

REPLACEMENT PLAN & EXTENDED WARRANTY CONDITIONS

1.1 Replacement Plan Claims The Replacement Plan ('RP') is a supplementary service to the freight products against loss or damage to the article, subject to the list of Exclusions on Claims included under Section 1.5 below. It provides the Sender the opportunity to purchase cover up to \$1,000 on products that are not traceable, and \$5,000 on traceable items.

The Sender is the person with the sole right to request coverage and make a claim under the RP. This is necessary to ensure the person preparing, packaging and filling out all documentation is responsible for all aspects of the freight.

The RP cover extends from the time the sender lodges the article for despatch with Global Postal Solutions ('GPS') and/or Ozepost Pty Limited ('OPL') and/ or the purchase outlet and until it is delivered. For additional benefits and coverage of the freight costs please see Extended Warranty in Section 1.8.

1.2. Limits of cover

Limits of the RP are based on the amount of Declared Value or the amount paid for, whichever is the lower, and the Exclusions as listed in Section 1.5.

1.3. How and when to claim

This clause applies to all types and categories of claims without exception. Claimants must make a claim within 6 months of the lodgment date of the article. Within 21 days after the claim is made in the format required (see below) all information is required to be provided, otherwise the claim lapses. The claim must also include a completed enquiry form (accessed at www.globalps.com.au).

Claims must not be made for undelivered articles until a period of 30 days has elapsed from discretion may require support for the information in the claim with a statutory declaration (in a form designated by NSW law) and proof of identity. The claim must be submitted with any pictures, receipts and any salient information including the enquiry number to verify the claim (with proof of payment if requested) to GPS/OPL for them to assess the validity/need for more information of Claim. No claim will be processed without the information required and/or subsequently requested:

1.3.1. By email request to

info@discountfreight.com.au

1.3.2. To PO Box 98, Thornleigh NSW 2120

1.4. Claims for missing or damaged contents

You will present the article, including all wrapping and packaging, for inspection if required as part of your claim.

In the event that the claim is in another country to Australia, and/or freight was delivered to a Third Party Depot/Facility (and not sighted by GPS or OPL), at GPS and OPL's absolute discretion we will require colour pictures of the article/s (including all wrapping, packaging and paperwork) attached to the freight. This can be provided by disc, email, post or any other means detailed on the claim form may provide this to us.

Where items/shipments were delivered to a Depot without GPS and OPL sighting items, you will be required to provide photographs.

No claim will be paid until this process is complete. It is the Sender's responsibility under all circumstances to retain and preserve the freight until the claim process is complete, as advised in writing by GPS and OPL.

1.5 Exclusions from cover

The following are specifically excluded from cover for the RP and Extended Warranty service. If you require specific cover or have items that are excluded from the RP, it is solely the responsibility of the Sender to organise such insurance, or determine their eligibility in Third Party policies. The RP and Extended Warranty are not insurance policies, unless so stated, and only relate to cover for the amounts paid and declared.

1.5.1. Consequential Loss

The RP and Extended Warranty excludes any claim for consequential or special damages or any indirect loss arising out of any act or omission, whether negligent or otherwise, by or on behalf of any person selling and/or handling your freight at any point in transit from pickup until delivery. Such damages, losses or costs includes – but are not limited to - loss of profits, interest, income, market or liability.

The RP and Extended Warranty excludes any claim for consequential or special damages for an amount greater than the Declared Value of the items or the coverage paid for, whichever is the lower. Such damages, losses or costs includes – but are not limited to - loss of profits, interest, income, market or liability.

1.5.2. Events beyond control

The RP and Extended Warranty excludes any claim for an article due to force majeure – that is, a cause beyond control, such as a natural disaster or an act of war.

1.5.3. Physically offensive articles

The RP and Extended Warranty excludes any claim for an article that becomes physically offensive during the ordinary course of carriage.

1.5.4. Confiscated or destroyed articles

The RP and Extended Warranty excludes any claim for an article that is confiscated or destroyed either:

-Under the internal legislation of the destination country, or

-By customs officials, Regulated Agents or other competent authorities because of the nature of the article's contents.

1.5.5. Prohibited articles

The RP and Extended Warranty excludes any claim for an article:

1.5.5.1. The possession of which is prohibited by or under any Australian Commonwealth, State, or Territory Law, or

1.5.5.2. Is prohibited or has import restrictions by the destination country. It is the sole responsibility of the Sender to ensure items being sent are not prohibited and/or has import restrictions on them. The Sender is advised to contact the relevant Consul or Embassy if they are unsure of requirements.

1.5.6. Customs/Quarantine Acts

The RP and Extended Warranty excludes any claim for loss or damage which arises from the inspection or repackaging of articles, as permitted by law, by Customs or Quarantine.

The RP and Extended Warranty excludes any claims for Taxes, Duties and Quarantine charges required to be paid on any items being sent and/or imported. It is the sole responsibility of the Sender to be aware of Duty and Tax requirements of the recipient country. The Sender is advised to contact the relevant Consul or Embassy if they are unsure of requirements.

1.5.7 Regulated Agent Obligations

The RP and Extended Warranty excludes any claim for loss, delay or damage which arises from the inspection or repackaging of articles by a Regulated Agent to meet their obligations under any Australian Commonwealth, State, or Territory Law.

1.5.8. Valuable Items

The RP and Extended Warranty excludes any claim for a valuable item that is:

* Not securely packed and wrapped or in packaging that has a shape, fastening or transparency that could allow its contents to be identified

* Prohibited by the destination country including the provisions of 1.5.5.

* Contains bullion, bank notes or currency notes of any country.

* Any credit card, debit card and/or any other form of banking instrument able to be used or traded.

* Any form of jewellery with a value greater than AUD100.00, not being sent by a traceable means (limit is AUD500.00 with a traceable means) and valued accordingly by a registered jewellery valuer.

1.5.9. Fault or Negligence of sender

The RP and Extended Warranty excludes any claim for an article that is lost or damaged in transit by the fault or negligence of the Sender. This includes, but is not limited to failure to adequately pack the article, properly label the item, or in the case of suitcases and backpacks, ensure an address tag is fastened to the handle. It is solely the Senders responsibility to ensure all due care is taken to prevent damage, and the freight is properly labelled and declared. It is recommended that you take photos before sending. Third Party (dropped off without sighting by GPS/OPL) pickups and/or lodgements require photographic proof showing the level of packaging, labelling and ability to travel. Section 1.5.10 should also be of assistance in understanding your responsibilities for your fragile items.

1.5.10. Fragile Items

The RP and Extended Warranty excludes any claim for damage to a fragile article that cannot reasonably be expected to travel by post and or any other type of freight (air or sea)– such as clay figures, soapstone or alabaster models.

1.5.11. Delivery delays

The RP excludes any claim for delivery delays. The Extended Warranty provides coverage for delays in delivery as detailed under Section 1.8.

1.5.12. Misrepresentation and Fraud

The RP and Extended Warranty excludes any claim that has omitted the full contents of the freight and/or value of the goods intentionally to avoid detection, liability or by oversight.

1.6. Amount payable The claim to the value of whichever is the least of:

* The value of contents declared, paid coverage for or claimed

* The actual replacement cost of lost, stolen or damaged items, as determined by market value

* The repair cost of damage items

* The RP reserves the right to replace or repair a lost or damaged item instead of paying a monetary value.

REPLACEMENT PLAN & EXTENDED WARRANTY CONDITIONS

1.7. Title to lost items and Subsequent discovery of lost items

When compensation for the loss of or unrepairable damage to an item, that item becomes the property of GPS and OPL unless its value exceeds the claim amount paid.

The recipient of any claim must repay any monies paid, plus all costs incurred by GPS and OPL if the item is subsequently delivered, or a fraud is shown to have occurred, within 30 days of a request for repayment in writing.

1.8. Extended Warranty

This is a supplementary service to the RP. It is only available with the purchase of a RP. It provides coverage for the actual cost of your freight, the actual cost of your RP (and Extended Warranty), an amount of AUD50.00 in the event of a successful claim for miscellaneous expenses. Further it provides a guaranteed rebate of AUD100.00 if the item has not entered the country of destination within the indicative timeframe provided for the nominated service. The rebate is payable even if the item is subsequently delivered. The rebate is based on entry to the country, not delivery to the door (delivery from the entry point is subject to local authorities). The timeframe commences from receipt by GPS and/or OPL for processing, not time of purchase unless the item is left at the place of purchase for collection.

All of the above should be read individually and jointly as one. It is your responsibility to understand your obligations before sending items by international or domestic freight and post.