PALMERS WARRANTY TERMS & CONDITIONS (WTCs)

By requesting that Palmers Group Pty Ltd (ABN 47 068 349 477), trading as Palmers Relocations (We, Us, Our), provide one or other of the warranties We offer in respect of loss or damage to goods defined hereunder, You agree to these warranty terms and conditions (WTCs) which are supplementary to Our trading terms and conditions (TTCs). Accordingly, You agree that You have received and read the TTCs which are deemed incorporated herein. To the extent of any inconsistency between the interpretation, meaning or application of these WTCs and the TTCs, the WTCs shall prevail.

Definitions & Interpretation

1. Words and terms used in these WTCs will have the same meanings as defined in the TTCs. The following words and terms used in these WTCs have the following meanings except where the context of application clearly indicates otherwise:

   (a) Declared Value means the value of the goods declared by You when choosing the Warranty service during the booking process and shown in the booking receipt;
   (b) Depreciation means the reduction in value of an item over time, calculated at 20% per annum from the date of original purchase;
   (c) Liability Limit means the Declared Value of the goods as declared by You during the booking process.
   (d) Loss or Damage means actual physical loss or damage to Your goods subject of the Warranty and does not include any other loss or damage of any kind including but not limited to indirect or consequential losses.
   (e) Market Value means, in the event of damage, the reasonable cost of repairs or restoration, or for any items totally lost or destroyed, their Replacement Cost less a reasonable allowance for age, condition, wear and tear and Depreciation.
   (f) Replacement Cost means, in the event of damage, the reasonable cost of repairs or restoration. For any items totally lost or destroyed, full replacement cost, provided that such items are no more than 10 years old. Where items have been specifically declared and valued, the Declared Value is deemed to be the Replacement Cost.
   (g) Warranty means the warranty that We agree to provide in respect of Loss or Damage to the goods which occur during the Services, subject and pursuant to these WTCs.
   (h) Warranty Confirmation means the written confirmation of the particulars relevant to the Warranty provided Us and recorded in the booking receipt and these WTCs.
   (i) Warranty Payment is the amount You pay to Us for the Warranty depending on the Declared Value Bracket within which Your Declared Value falls.

Warranty not Insurance

2. The parties agree that these WTCs are not an undertaking or liability in respect of insurance but provisions that warrant that We will indemnify You for Loss or Damage to goods even in circumstances where We have less or no liability to You at law.

Warranty

3. In consideration of the Warranty Payment and subject to these WTCs, We warrant to pay You for Loss or Damage to goods that occurs during the performance of the Services by Us, Our employees or Subcontractors.

Warranty Cover – Palmers Protect Plus + Cover

4. If You choose Palmers Protect Plus + cover for Replacement Cost, We shall pay the lesser of:
   (a) the cost of repair to the goods; or,
   (b) the Replacement Cost of the goods less any reasonable salvage value obtained in respect of the goods

   up to the Declared Value.
5. If You choose Palmers Protect Plus + cover for Market Value, We shall pay the lesser of:
   (a) the cost of repair to the goods; or,

(b) the Market Value of the goods less any reasonable salvage value obtained in respect of the Goods up to the Declared Value.

6. If there is no market for like goods, then the cost of replacement shall be the original price You paid for the goods less Depreciation since the date of their original purchase.

7. If You fail to reasonably salvage the goods, We will deduct a value that reasonably reflects the market value of the goods following damage from Your claim.

8. We shall pay the Replacement Cost of goods as a result of mechanical, electrical and/ or electronic breakdown of or malfunction occurring during Our Services.

9. We shall pay the Replacement Cost of goods that suffer mould or mildew damage occurring during Our Services.

10. We shall pay a maximum of $500 for loss or damage of owner-packed cartons of goods, unless an itemized list of contents and values is provided before commencement of Our Services.

11. Where one or more articles in a pair or set (including lounge suites) are lost or damaged, the Warranty only indemnifies the lost or damaged part or parts. We will not pay more than a proportionate part of the Market Value of the pair or set and will not have reference to any special value which they may have as a pair or set, or Depreciation or loss of value to the pair or set.

12. We shall provide you with up to 4 weeks free storage of goods in Australia only.

Warranty Cover – Total Loss Cover

13. If You choose Total Loss Cover, We shall Pay you the Market Value of the goods that suffer Loss as a result of fire, flood or theft during the performance of Our Services, up to the Declared Value.

Warranty Cover Exclusions

14. The following goods are excluded from Warranty cover:
    (a) perishable goods including but not limited to meat, seafood, vegetables, fruits, beverages, confectionary, foodstuff or other temperature controlled goods;
    (b) live goods, including but not limited to living plants, animals, fish, reptiles or birds;
    (c) money (which means anything having the value of money), bullion (or any precious metal), cheques, credit or other card sales vouchers, securities, shares, bonds, deed, bills of exchange, negotiable instruments in bearer form or any documents that represent money, property or title;
    (d) loose precious and semi-precious stones;
    (e) human remains or ashes;
    (f) dangerous, illegal or prohibited items, firearms, air guns, toy guns, ammunition, including explosives, radioactive or explosive goods/devices, weapons, weapon parts;
    (g) alcoholic beverages;
    (h) cigarettes, e-cigarettes or tobacco products;
    (i) glass objects and items containing glass;
    (j) framed items containing glass and mirrors whereby the internal and/or external packaging fails to meet Our or carrier's packaging guidelines;
    (k) furs and ivory;
    (l) jewellery, all watches, precious metals;
    (m) batteries excluding mobile phones, laptops or tablets;
    (n) narcotics and psychotropic substances;
    (o) goods which are illegal to import in the destination country;
    (p) waterborne vessels, jet skis, boats or similar (whether trailed or not)
    (q) items with existing damage or in poor condition;

15. Loss or Damage to the goods arising from the following risks are excluded from Warranty cover:

(a) rust
(b) rejection, detention, condemnation or confiscation of the goods by any government or their agencies or departments or by any public or local authority;
(c) dismantling, assembly, testing or fabrication of the goods.

16. We are not liable to pay You for Loss or Damage to the goods which results from:
(a) ordinary wear and tear of Your goods;
(b) faulty manufacture or inherent defects of Your goods;
(c) wars or strikes, actions of government or customs authorities (including rejection or refusal of importation permission for the goods), nuclear or radioactive contamination;
(d) insufficiency, deficiency or unsuitability of packing of the goods packed by You;
(e) loss of data;
(f) Goods destroyed by foreign government or customs authorities due to non-compliance with foreign laws/regulation or delay in collection;

17. Transit of the goods to, from or within the following countries is excluded from Warranty cover:

(a) Afghanistan, Algeria, Armenia, Azerbaijan, Bangladesh, Bolivia, Burkina Faso, Burundi, Cameroon, Central African Republic, Chad, Columbia, Cuba, Ecuador, Equatorial Guinea, Eritrea, Ethiopia, Georgian Guinea, Guinea-Bissau, Iran, Iraq, Israel, Ivory Coast, Kenya, Lebanon, Libya, Madagascar, Mali, Mauritania, Moldova, Nagorno-Karabakh, Nepal, Niger, Nigeria, North Korea, Pakistan, Sierra Leone, Somalia, Sudan, Syria, Uganda, Yemen, Zimbabwe.
(b) Countries subject of trade or economic sanctions from UN resolutions, laws or regulations of Australia, European Union, United Kingdom or United States of America.

Claims Processing

18. Any claim by You for Warranty in respect of Damage to goods must be notified to Us in writing within 14 days of delivery of the goods or the date Services are completed, whichever date occurs first.

19. Any Warranty claim by You for loss/non-delivery of goods must be notified to Us in writing within 14 days from the date the goods would ordinarily have been delivered or the Services should have been completed, whichever date occurs first;

20. In respect of all Warranty claims, You in addition to completing a claim form with particulars regarding the goods and circumstances of the Loss or Damage must supply all relevant supporting documentation or other evidence and information as may be reasonably required by Us to assess the claim.

21. You agree that You will:

(a) take all reasonable measures to avoid or minimise the extent of loss or damage to the goods or any further loss, damage, liability or expense;
(b) note any relevant details regarding loss or damage on the consignment note, inventory or other document(s) issued in the respect of the Service and provide same to Us;
(c) preserve any damaged or defective items which may be required for Our assessment;
(d) not authorise the repair or replacement of the lost or damaged goods without Our written consent;
(e) not make any settlement, admission of liability, payment, or promise of payment to a third party without Our written consent.

22. We may reduce the amount paid under the Warranty by the amount equal to the prejudice caused to Us as a result of Your failure to comply with one or more of the subclauses of the above provision.

23. Only You may claim under the Warranty.

24. A claim for Warranty will not be accepted unless it is made in accordance with Clauses 18, 19, 20 and 21 above.

25. Any interpretation of, or dispute arising under, this Agreement shall be governed by the laws of Victoria and shall be determined non-exclusively by the courts of Victoria.