



# Conditions of Contract

## Important Notice

By tendering goods and personal effects "Cargo" for Shipment from Auckland, New Zealand to the Philippines and ordering services via Fasttraxx Cargo Limited "Company", you as the "Shipper/Sender" are agreeing, on your behalf and on behalf of anyone else with an interest in the Shipment, to the terms and conditions stated herein and shall apply from the time that "Company" accepts the goods and personal effects unless otherwise agreed in writing by an authorised officer/agent of the "Company". Every Shipment is transported on a limited liability basis as provided herein. If Shipper/Sender requires greater protection, then insurance may be arranged at an additional cost.

## 1. The Shipper's Export Declaration and Receipt

(a) The "Company" Shipper's Export Declaration and Receipt is non-negotiable and the Shipper/Sender acknowledges that it has been prepared by the Shipper/Sender or the "Company" on behalf of the Shipper/Sender. The Shipper/Sender warrants that it is the owner of the goods transported hereunder, or it is the authorized agent of the owner of the goods, and that the Shipper/Sender hereby accepts the "Company's" Conditions of Contract for itself and as agent for and on behalf of anyone else having an interest in the shipment.

## 2. Shipper's/Sender's Obligation and Acknowledgment

(a) The Shipper/Sender must provide the following to the "Company":

1. For Filipino Citizens:

- (i) A photocopy of the biographical page of the Philippine Passport where the personal information, picture, and signature of the Shipper/Sender are indicated; and
- (ii) A copy of invoice, receipt, or proof of payment of the goods contained in the "Cargo"/Balikbayan Box, if any.

1. For Dual Filipino Citizens without a Philippine Passport:

- (i) A photocopy of the biographical page of the Philippine Passport where the personal information, picture, and signature of the Shipper/Sender are indicated;
- (ii) A photocopy of proof of dual Filipino citizenship; and
- (iii) A copy of invoice, receipt, or proof of payment of the goods contained in the "Cargo"/Balikbayan Box, if any.

(b) The Shipper/Sender warrants that each article in the shipment properly described on the "Shipper's Export Declaration and Receipt" and which has not been declared by the "Company" to be unacceptable for transport, and that the shipment is properly marked, addressed, and packed to ensure its safe transportation with ordinary care in handling.

(c) The Shipper/Sender hereby acknowledges that the "Company" may abandon and/or release any items stated/consigned by the Shipper/Sender to the "Company" which the "Company" has declared to be unacceptable or which the Shipper/Sender has undervalued for customs purposes or misdescribed herein, whether intentionally or otherwise, without incurring any liability whatsoever to the Shipper/Sender and the Shipper/Sender will save and defend, indemnify and hold the "Company" harmless from all claims, damages, fines and expenses arising therefrom.

(d) The Shipper/Sender further warrants that the Receiver/Consignee can be reasonably found by the agents of the "Company" at the point of destination. If the "Company" is unable, after exercising due diligence, to locate and identify the Receiver/Consignee of the shipment at the address indicated on the shipment and this Export Declaration and Packing List. The "Company" shall also notify the Shipper/Sender of the location of the warehouse where the shipment is deposited. It shall be the obligation of the Shipper/Sender to notify his/her consignee to claim the shipment at the "Company's" warehouse within one (1) month from the attempted delivery at the address indicated on the shipment. The Shipper/Sender is considered to have abandoned the shipment and the "Company" shall have the right to dispose of the contents of the shipment in any manner it deems reasonable under the circumstances.

## 3. Right of Inspection of Shipment

(a) The "Company" has the right, but not the obligations, to inspect or to open any shipment. Furthermore, the "Company" reserves the right to refuse carriage for any person.

## 4. Limitation of Liability

(a) The liability of the "Company" for any loss or damage to the shipment (which term shall include all goods and effects consigned to the "Company" under this Shipper's Export Declaration and Receipt) is limited to the "lesser amount of":

- (i) NZ \$500 for the "Cargo"/Balikbayan box or
- (ii) The actual amount of loss or damage to the goods and effects

## 5. Consequential Damages Excluded

(a) The "Company" shall not be liable in any event for any consequential or special damages or other indirect loss, however arising, whether or not the "Company" has knowledge that such damages may be incurred, including but not limited to, loss of income, profit, interest, utility or loss of market.

## 6. Liabilities not assume

(a) While the "Company" shall endeavor to its best effort to provide expeditious delivery in accordance with regular schedules, the "Company" WILL NOT, UNDER ANY OTHER CIRCUMSTANCES, BE LIABLE FOR DELAY IN PICK-UP, TRANSPORTATION OR DELIVERY OF ANY SHIPMENT, REGARDLESS OF THE CAUSE OF SUCH DELAY.

Furthermore, the "Company" shall not be liable for any loss, damage, misdelivery or non-delivery:

- (a) Due to Act of God, force majeure occurrence or any other cause reasonably beyond the control of the "Company";
- (b) Damaged goods, if the damaged goods are considered fragile, breakable or liquids including any damage arising from such items;
- (c) Loss of valuables such as precious gems, jewelry, watches, money etc.;
- (d) Due to any damage or loss while the goods or items are being transported over body of water;
- (e) Cause by:
  - (i) The act or default, or omission of the Shipper/Sender, or the Receiver/Consignee or any other party who claims an interest over the shipment (including any violators of any Conditions of Contract hereof) or of any person other than the "Company" or, of any customs or other government officials, or of any postal services, forwarder or any entity or person to whom shipment is tendered by the "Company" for transportation to any location not regularly served by the "Company" regardless of whether the Shipper/Sender requested or had knowledge of such third party delivery arrangement;
  - (ii) The nature of the shipment or any defect, characteristics, or inherent vice therein;
  - (iii) Electrical or magnetic injury, erasure or other such damage to electric or photographic images or recordings in any form.
- (f) Value of goods and personal effects not declared in the Shipper's Export Declaration and Receipt.

## 7. Claims

- (a) Any claim must be brought by the Shipper/Sender and delivered in writing to the Main Office of the "Company" within thirty (30) days from the date of delivery to the destination. No claim may be made against the "Company" outside of the said time limit.
- (b) No claim for loss or damage will be received unless all the transportation charges have been paid by the claimant.
- (c) When claims are paid, the "Company" will not reimburse the basic cost of shipment, pick-up or delivery.

## 8. Applicability

(a) This Conditions of Contract shall apply to, and inure to the benefit of the "Company" and its authorized agents, affiliated companies and their offices, directors and employees.

## 9. Materials Not Acceptable For Transport

The "Company" shall not accept commercial goods (more than a dozen of any kind) and shall not carry:

- (a) Illegal Drugs, Substances and Paraphernalia
- (b) Precious Metals, Stones, and Gems
- (c) Firearms and Ammunitions
- (d) Explosives, Combustible, and Hazardous Goods
- (e) Money Orders, Currency, and Traveller's Checks
- (f) Perishable Goods
- (g) Negotiable Instrument in Bearer form
- (h) Automotive Parts and Accessories
- (i) Lewd, Obscene, or Pornographic Materials
- (j) Gambling Paraphernalia
- (k) Industrial Carbons and Diamonds
- (l) Communication Equipment and Computers
- (m) Airsoft Guns or Toy Guns
- (n) Microwave ovens
- (o) Any other kind of property the carriage of which is prohibited by law, regulation or statute of any federal state, state, or local government of any country from, to or through which the shipment may pass or carry.

## 10. Liens On Goods Shipped

(a) The "Company" shall have a lien on any goods shipped for all freight charges, customs duties, advances or other charges of any kind arising out of the transportation hereunder, as well as any damages or cost that the "Company" may incur or suffer as a result of misdeclaration or non-declaration, and may refuse surrender possession of the goods until such charges are paid.

(b) The "Company" shall have a lien on any good for any damage that may arise as a result of the shipment of such goods even if such goods were declared as belonging to those listed under item No. 9.

(c) In the event that any cheque paid by the Shipper/Sender to the "Company" pursuant to this contract is returned by the bank, unpaid for any reason, the "Company" shall have the right to hold the Shipper/Sender's shipment until Shipper/Sender has fully paid his or her obligation herein. If full payment is not received within sixty (60) days from date shipment was picked-up from the Shipper/Sender, the Shipper/Sender is considered to have abandoned the shipment and the "Company" has the right to dispose of Shipper/Sender's shipment in any manner it may deem reasonable under the circumstances.

(d) Any expenses incurred by the "Company" in behalf of the Shipper/Sender including but not limited to taxes, interests, penalties, fines, surcharges, duties etc., arising from non-declaration or misdeclaration shall be reimbursed or refunded by the Shipper/Sender upon proper proof or evidence for such expenses. In such an event, the "Company" is entitled to hold, retain or impound as surety for payment until said refund or reimbursement is fully satisfied.

## 11. Misdeclared "Cargo" Items

Items, Goods, and Personal effects declared in the Shipper's Export Declaration and Receipt but are found otherwise shall be considered as misdeclared and subjected to seizure and forfeiture proceedings.