

## TERMS AND CONDITIONS:

By tendering goods and personal effects for shipment through Global Trade Limited, the shipper /sender agrees to the terms and conditions stated herein and declaration of the Shipper made in the Export Declaration form which are incorporated herein by reference.

### Declaration form and Packing List

The Declaration form and Packing List are non-negotiable, and the shipper/sender acknowledges that it has been prepared by the shipper/sender alone. The Shipper/sender warrants that he/she is the owner of the goods being transported by Global Trade Limited and hereby accepts the Company's terms and conditions for himself or herself or as agent for and on behalf of any other individual having interest in the shipment of the goods/personal effects or goods described in the Packing List.

### The obligation and acknowledgement of the Shipper/sender

The shipper/sender guarantee that each item in the packing list is accurately described on this declaration form and has not been declared by Global Trade Limited to be unacceptable for transport and that the shipment have been properly marked, addressed and pack properly to ensure safe transportation with an acceptable handling. The Shipper/sender acknowledges that Global Trade Limited may abandon and/or release any item consigned by the shipper/sender to Global Trade Limited that are unacceptable, undervalued, misdescribe or undeclared items for Customs purposes weather by mistake, purposely or otherwise, without incurring any liability whatsoever to the shipper/sender will save and defend intermittently and hold Global Trade Limited harmless for all claims, damages, fines and expenses arising there from. The shipper/sender will be liable for all costs and expenses related to the shipment and for any cost incurred in either returning the shipment to the shipper/sender or warehousing the shipment that are pending for disposition.

### Right of Inspection

Global Trade Limited has all the right but in no obligation to inspect any shipment including, without limitation and opening the shipment.

### Lien on goods shipped.

Global Trade Limited reserves the right to hold the consignee's cargo/shipment until payment is made for transporting it.

### Liability Limitation

The liability of Global Trade Limited for any loss or damages to the shipment, which term shall include all goods and effects declared and consigned by Global Trade Limited under this Export Declaration and Packing list is limited to the lesser of: (a) Goods and Effects as packed by the shipper/sender will be shipped at "OWNER'S/SENDER'S" risk unless prior insurance has been arranged. (b) The actual amount of loss and damage to the goods and effect shall not exceed \$1000 NZD or the declared amount on the packing list. (c) All items must be pack at the shipper's own risk and NO amount can be claimed for damages due to packaging.

### Liabilities not Assumed.

While Global Trade Limited will endeavour to provide its best effort to provide fastest delivery in accordance with the schedule of given. Global Trade Limited UNDER ANY CIRCUMTANCES WILL NOT BE LIABLE FOR ANY DELAY IN PICK UP, TRANSPORTATION OR DELIVERY OF ANY SHIPMENT REGARDLESS OF THE CAUSE OF DELAY. Further, Global Trade Limited shall not be liable for any loss, damage, mis delivery or non-delivery due to: (a) Act of God, Force Majure or any cause beyond Global Trade Limited's control. (b) The act, default or omission of the Shipper, sender, consignee or any other person who claims and interest in the shipment, including violation of any term or condition hereof, or any person other than Global Trade Limited, any Customs, other government officials, postal service, forwarder or other entity or person to whom a shipment is tendered by Global Trade Limited for transportation to any location not regularly serve by Global Trade Limited, regardless of weather the shipper/sender requested or had knowledge of such third party arrangements. (c) The nature of the shipment or any defect, characteristics or inherit vice thereof. (d) Electrical or magnetic injury ensure or other such damage to electronic or photographic images or recordings in any form. (e.) The value of goods and personal effects not declared on this Exportation and Packing List.

### Consequential damages excluded.

Global Trade Limited will NOT be liable in any event for any consequential or special damages or other indirect loss, however arising weather or not Global Trade Limited had knowledge of such damage might be incurred, including but not limited to loss of income, profits, interest, useability, or loss of market.

### Claims

Any claims must be made by the shipper and delivered to the office of Global Trade Limited business address at which the shipment was accepted in writing within 30 DAYS from the date of delivery to the receiver/destination. **NO CLAIM CAN BE MADE OUTSIDE 30 DAYS.** No claim for loss or damage will be entered or accommodated until all transportation charges has been paid. The amount of such claim may not be deducted from any transportation charges owed to Global Trade

Limited. Global Trade Limited will NOT reimburse the basic cost of shipment, pick up or delivery fee.

### Applicability

The Terms and Conditions will apply to and more to benefit Global Trade Limited and all authorised affiliates.

### Prohibited Items

Currency such as Money Orders, Monies, Traveler's Checks and Cash, Drugs and Narcotics, Firearms / Ammunitions / Toy Guns, Jewellery, or any goods made of precious metals, as a whole or part that consist of alloys, gold, silver, and other metals such as gold-plated jewellerys and brands or stamps that do indicate the actual quality of the metal. Exotic leather items made of animal skin / Antiques and priceless arts. Any Drugs, substances or instruments used for illegal abortion. Frozen and Perishables / any food stuff that are not in cans, sealed packages, or in bottles. Flammable materials, such as batteries, chargers, explosives, lighters, firecrackers, fireworks, and fire extinguisher. Credit card / sim card / prepaid cards. Any printed or written pornographic materials, including lithographs, paintings, engravings, cinematographic or negative films, or any immoral or obscene character representation. Fake goods (such as high-end signature brands) and Pirated media in discs (DVD or VCD) and tapes (cassettes or VHS). Liquors and alcoholic beverages, Tobaccos, and cigars. Construction materials (i.e. asphalt, concretes, etc), Scrap materials or metals. Excessive quantities of milk, rice, sugar, and wheat. Any flammable items such as gas, oil cans, petroleum. Electrical Appliances. Gambling Paraphernalia. Industrial carbons and diamonds. Communication Equipment and computers. Combustible materials. Motor vehicle parts. Plant seeds and plant materials. Property the carriage of which is prohibited by law, regulation, or statute of any federal, state, or local government of any country from, to or through which the shipment may be carried. Commercial quantity of clothing, brand new or used (usually for the purpose of Ukay Ukay or thrift shopping) and rolls of textiles are prohibited. All restricted items are subject to seizure and will be destroyed. The shipper and the consignee will be subject to prosecution.

### Reimbursement of Cost

Any expenses incurred by Global Trade Limited on behalf of the shipper/sender, including but NOT limited to taxes. Duties, fines, penalties, interest, surcharges etc arising from shipper/sender's non declared items, mis declared or prohibited items weather intentional or non-intentional shall be reimbursed or paid by the shipper/sender upon the submission of Global Trade Limited of the proof of evidence of such expenses. In this event, Global Trade Limited has all the right to HOLD, RETAIN OR IMPOUND the shipment as security for payment until the said reimbursement is fully satisfied.

### Consignee Requirements

Global Trade Limited requires that each Consignee must provide a valid ID at the time of delivery upon release of the shipment. The consignee is required to sign the proof of delivery receipt which can be provided to the shipper/sender when requested. Global Trade Limited strictly reserves the right to require that the CONSIGNEE MUST CHECK AND INSPECT THE DELIVERED BOXES BEFORE SIGNING THE PROOF OF DELIVERY.

### Personal Information

I hereby agree, consent and authorize **GLOBAL TRADE LIMITED** name of *Consolidator*, **ALL FREIGHT AIR SEA TRANSPORT INC.** name of *Deconsolidator*, the Bureau of Customs, Philippines and its Accredited Information Processor to collect, use, disclose and process my personal or sensitive personal information set out in this form and/or otherwise provided by me or possessed by them which includes but is not limited to the following; To use the personal or sensitive personal information that I declared in the Information Sheet for customs purposes, such as during clearance of goods or investigation conducted by the Bureau for possible violation of customs laws, rules and regulations; To retain the hard copy of the Information Sheet or electronic copy of personal and sensitive personal information obtained therefrom in the database of the Bureau within a period as prescribed under existing rules and regulations issued by the Bureau or the Commission on Audit. I agree that my information will be destroyed/deleted after this period; To share my information to necessary third parties such as Accredited Information Processor, and other government agencies authorized by law to have access thereon for customs purposes or to carry out the constitutionally and statutorily mandated functions of public authority. I am assured that security systems are employed to protect my information; To inform me of any other processing of my personal and sensitive information that I shared with the Bureau other than those enumerated in paragraph herein.