1. **Scope of Services.**

CBC agrees to facilitate part, or all of the following services as outlined in the Agreement; customs clearance, transportation routing, pick up, sortation, and delivery of items and provide certain other value-added services, via a network of service delivery partners, as described herein. All services are subject to product specifications found in Exhibit pages.

1. **Compliance with Regulations.**

Customer warrants that:

* all of its shipments are acceptable for transportation and that may be lawfully carried and transported on any road or airfreight carrier, including passenger airlines or other federally regulated carrier; that shipments do not contain articles classified as hazardous, dangerous or prohibited or restricted by any applicable statutes and regulations including those of the DOT (Department of Transportation), TSA (Transportation Security Administration), IATA (International Air Transport Association), and ; that it has complied with all relevant TSA, DOT and IATA requirements, rules and regulations including Known Shipper Re-Verification form, and, when applicable, completion of a Written Authorization to Prepare or Transmit Shipper’s Export Information.
* CBC does not agree to carry or facilitate, and it is agreed that CBC accepts no liability for items it is not permitted to facilitate the carriage of goods because it cannot transport them legally or safely.
1. **Value of Goods.**

When using Customs Clearance services, any commodities subject to customs duties / taxes, customs material processing fees or penalties will be charged back to the customer as incurred and at cost. Any customs clearance overtime charges will be charged to the customer. CBC WILL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE DECLARED VALUE OF A SHIPMENT, WHETHER OR NOT CBC KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED.

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#### **Unacceptable Shipments.**

The company does not agree to carry, and will not accept any liability for items which it is not permitted to carry, cannot safely carry, or for any goods described below:

1. Goods that are classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), ADR (European Road Transport Regulation on dangerous goods), any applicable government department or other relevant organization.
2. Goods with no customs declaration made when required by applicable customs regulations.
3. Lithium batteries or products with Lithium Batteries installed.
4. Goods with incorrect or false customs declarations.
5. Goods with defective or inadequate packaging or that cannot be carried safely by the company; The Shipper warrants to the company that the shipment is sufficiently packaged to withstand ordinary handling while in transit as well as conditions incidental to transportation, such as sudden changes in temperature and pressure during air transportation. All packages must be appropriately marked, securely sealed and properly addressed to ensure the safety of the materials while in transit.
6. **Prohibited Goods:**
7. The Company shall not be required or caused to carry or convey anything if such carriage or conveyance would be unlawful
	1. Shipments whose content, exterior design, transport or storage violate a statutory or authorities' prohibition, in particular any export, import or customs law provisions of the countries of origin, destination or transit, or which require special facilities (e.g. for temperature-controlled goods), safety precautions or permits; these include Shipments or goods whose transport is prohibited according to the Universal Postal Union Acts, and those whose contents violate the protection of intellectual property, including counterfeit or unlicensed copies of products (brand piracy);
	2. Shipments whose content or exterior make-up could injure or infect persons or cause damage to property. The company does not agree to carry, and it is agreed that the company accepts no liability for items it is not permitted to carry, cannot safely carry, or items of intrinsic value, including, but not limited to live animals or human remains, human body parts, human embryos, cremated or disinterred human remains, cash or currency, perishables, liquor, plants, precious metals, precious stones, jewelry, negotiable securities, other instruments, furs, firearms or parts thereof, ammunition, pornography, illegal narcotics/drugs, works of art, artwork, ceramics, deeds, tender documents, documents similar to and including passports, stamps, vouchers, prescribed drugs, liquids, perishable goods or valuable antiques. Shipments that require us to obtain national, local, state or federal license for their transportation, Shipments that may cause damage or delay to equipment, personnel or other shipments. Lottery tickets and gambling devices where prohibited by law, Hazardous waste -this includes, but is not limited to, used hypodermic needles or syringes transported for sterilization, recycling, disposal or for any other purpose, or other medical waste, packages that are wet, leaking or emit an odor of any kind, Live insects, shipments or commodities that are prohibited by applicable local, state or federal law. Marijuana, as defined by U.S. federal law, 21 U.S.C. 802(16), including marijuana intended for recreational or medicinal use, and synthetic cannabinoids, waste or garbage for disposal. Should any Customer or Consignor nevertheless (whether knowingly or unknowingly) deliver such goods in a Parcel to the Company or cause the Company to handle such goods otherwise than under special arrangements previously made in writing, the Company shall be under no liability whatsoever in connection with the goods however arising.
	3. Shipments whose transport and/or storage is subject to dangerous goods regulations; also excluded are all those goods which are not completely unrestricted according to the latest IATA and ICAO dangerous goods regulations. The Company will not carry gases, pyrotechnics, arms and ammunition or corrosive, toxic, flammable, explosive, oxidizing or radioactive materials or any other noxious, dangerous or hazardous goods or goods likely to cause damage. Should the Customer or the Consignor nevertheless deliver any such goods in a Parcel to the Company or cause the Company to handle or deal with any such goods, the Customer shall be liable for any and all loss or damage caused by, or in connection with the goods however arising and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or by any other person in whose custody they may be at the relevant time;
	4. Shipments that are addressed to natural or legal persons which are enlisted on a sanctions lists which shall be transported to countries for which embargoes are in place;
	5. Obscene or immoral articles, pornography.
	6. Counterfeit goods.
8. The Shipper, whether principal or agent, warrants to the company that the content of the Shipment may be lawfully carried aboard airline, aircraft or other federally regulated carriers and is not a Prohibited Good, is properly packaged or sheathed for the purpose if necessary. Shipper further agrees to disclose true and accurate information if requested by the company. Notwithstanding any other rights of the company, Shipper shall indemnify and hold harmless the company from any all claims of third parties that may incur as a result of a transport of Prohibited Goods or other excluded or illegal goods. The contractual liability of the company on the basis of culpable conduct of the company or its agents remains unaffected.
9. The Company will refuse to offer of transportation by air any cargo shipment if the shipper does not consent to the screening of the cargo. It is explicitly agreed by the customer that accepting these terms and conditions allow screening to take place.
10. The company does not agree to carry goods that are classified.
11. Shippers consent to all packages being physically searched and inspected. The company reserves the right, but is not required, to open and inspect a Shipment without prior notice to Shipper. The company reserves the right to refuse any item that by reason of danger or other character of its contents is likely, in the sole judgment of the company to soil, taint, or otherwise damage other merchandise or equipment, or that is economically or operationally impracticable to transport, or that is improperly packed or wrapped.
12. The Company reserves the right to refuse any Parcels which are neither the property of, nor sent on behalf of, the Customer.
13. **Trade Compliance:**

Trade compliance is the exclusive responsibility of the Customer and the Customer acknowledges that they understand and will comply with the rules and regulations of the United States Customs and Border Protection (CBP). Customer acknowledges it is fully liable to civil and/or criminal penalties and/or prosecution if it makes untrue, inaccurate, incomplete or misleading declarations about the content of shipments, including, without limitation, the values, origin and classifications (including harmonized systems codes) of the contents of all shipments. From time-to-time, additional information / documentation is requested by Customs, which may include, but not limited to, Manufacturers ID, Country of Manufacturer / Origin and other information. Customer agrees to provide all necessary and accurate information as requested by CBC or Any Applicable Authority. The Customer understands, acknowledges, and agrees that its failure to promptly respond to CBC may cause penalties and other special charges, fees or damages to be imposed by an Applicable Authority against CBC and /or its designated agent, and that the Customer is solely responsible for, and shall indemnify and hold CBC and its designated agent harmless against all such amounts. Any penalties and other special charges, fees or damages to be imposed by an Applicable Authority against CBC will be charged back at cost to the customer. The "Restricted Harmonized Tariff Schedule (HTS)", also known as “HTS codes” or “HS Codes” are required for each commodity being shipped into the United States to meet CBP requirements, which is required to be present in the data files / API calls. It is the shipper's responsibility to ensure trade compliance with accurate HTS Codes as to avoid any in-transit delays. The HTS Code list is subject to changes by the US Customs and Border Protection without prior notice.

1. **Claims:**

Customers may claim up to USD 50 per parcel, based on the parcel cost value.

1. Customer has maximum 45 calendar days to raise a claim on loss after the parcel has been “first scan/accepted”.
2. Inquiries must be entered within 30 calendar days.
3. Customer has 7 calendar days to provide necessary documents for claim consideration CBC from date of claim request (submitted by email).
4. CBC has 14 working days (after vetting) to accept or reject a claim file (pending investigation results, i.e. ‘held at customs’ / conflicting information).
5. Final validation of total compensated amount of the claim list by CBC 30 calendar days after receipt of the Claim
6. Compensation of claims will be settled with credit notes by CBC.
7. Credit notes to be sent by CBC maximum 30 calendar days after validation
8. A shipment which is proven not to have been delivered 2 months after the ultimate delivery day is considered as lost.
9. Request for Information is Introduced no later than 30 calendar days after parcel has “first intake scan/status accepted.”