

TERMS AND CONDITIONS

1. Agreement

These terms and conditions shall govern the relationship between Reliable Courier Jamaica Limited (hereinafter referred to as “Reliable”), a Company duly incorporated under the laws of Jamaica with Head Office situated at 17 Molyne’s Road, Kingston 10, Jamaica W.I. and the Customer (which shall include the Addressee and/ or Recipient of the package); collectively referred to as the Parties. This agreement provides the basis on which Reliable is prepared to provide courier services. Legal and binding obligations shall be formed between the Parties when packages are tendered to and accepted by Reliable for delivery. By having your Shipment delivered to Reliable at the its International Warehouse situated at **2201 SW 59TH TERRACE WEST PARK FL. 33023, United States of America** and receipt thereof with your delivery instructions, you agree to these Terms and Conditions herein.

2. Services

2.1 Reliable shall carry a package from the Collection Point, the Norman Manley International Airport, Kingston Jamaica or the Kingston Wharves to the Delivery Point which is **Reliable’s Head Office.**

2.1.1 the Customer making a request for the carriage of the package from the **Collection Point** to the **Delivery Point** using one of Reliable’s **Motor Vehicles** and shall pay the requisite **Fees** for the Services required.

3. Items not acceptable for Carriage

3.1 The Customer shall not submit for carriage and Reliable shall not accept for carriage the following items in accordance with industry best practices and Customs Rules and Regulations:

3.1.1 Money or cash or items readily convertible to money (including but not limited to coins or negotiable instruments equivalent to cash such as cheques, endorsed stocks, bills of exchange, bonds or other securities)

3.1.2 Gold or silver, precious stones, valuables, antiques, pictures (apart from commercial artwork), stamps or unique items and jewellery;

3.1.3 Perishable goods, food, liquids, livestock, plants, drugs, medicines or alcoholic beverages (unless previously agreed to in writing) and we shall have no liability (whether caused by negligence or otherwise) for loss, damage, non-delivery, mis-delivery or late delivery of the same;

- 3.1.4 Goods which might endanger human or animal life, which might damage other goods being transported by the Company, or the carriage, import or export of which is prohibited by applicable law;
- 3.1.5 Noxious, dangerous, hazardous, explosive or inflammable items, firearms including parts of firearms, ammunition or detonators, or any goods likely to cause damage;
- 3.1.6 Shipments constituting items which in our discretion we cannot transport legally or safely.

If the Customer submits any such goods to Reliable for carriage otherwise than by special arrangement previously made in writing, Reliable shall be under no liability whatsoever in connection with the goods however arising.

3.2 All packages shall be delivered in accordance with the terms and conditions of Reliable. Reliable reserve the right to reject packages based on the above limitations or for reasons of safety or security.

4. Customer's obligations:

4.1 When making a request for the carriage of a package, the Customer shall inform Reliable of:

- 4.1.1 the quantity of packages;
- 4.1.2 the size, weight and dimensions of each package;
- 4.1.3 the nature of the contents of each package;
- 4.1.4 the destination(s) the package(s) are to be delivered, where necessary;
- 4.1.5 any special requirements regarding the handling or transportation of the package(s)

4.2 The Customer shall certify that shipment details are complete and accurate and shall agree, whether acting on his/her own behalf or as an agent for and on behalf of any other person having interest in this delivery, to all the terms and conditions hereof and to any applicable tariff, laws and/ or regulations.

4.3 The Customer shall ensure that packages transported to Reliable for delivery are securely packed and properly marked with the address..

4.4 The Customer shall make correct declaration of the size of the package in terms weight, length and width.

4.5 The Customer shall be liable to undertake any additional charges to handle the importation of packages that are larger than was originally stated.

- 4.6 The Customer shall pay all shipment charges and destination duties and taxes for this shipment if the receiver or third party does not pay.
- 4.7 The Customer shall pay all shipment charges including but not limited to incorrect declaration of cargo, improper or insufficient packing securing marking or addressing of the Shipment, or for the acts or omissions of the recipient or anyone else with an interest in the Shipment.

5. Reliable's duties:

5.1 When Reliable accepts any request for carriage of a package, Reliable shall use reasonable endeavours to:

- 5.1.1 deliver the package to the **Delivery Point** according to schedule;
- 5.1.2 comply with any notified collection, delivery or handling instructions;
- 5.1.3 obtain a receipt for the delivery of the packages at the **Delivery Point**;

5.2 Reliable shall keep the Information provided by Customer confidential and shall not knowingly be disclosed without the Customer's prior consent, except for law enforcement purposes, in which case Reliable intends to fully cooperate with local, state, and federal law enforcement agencies.

6. Inspection

For reasons of security, Reliable may inspect or scan any package at random prior to shipping and delivery.

7. Collection/Delivery of packages

7.1 Reliable undertakes to deliver packages to Reliable's Head Office or to the **Delivery Point** depending on the request of the Customer. Subject to any special instructions agreed between Reliable and the Customer, Reliable shall deliver the package at the **Delivery Point** to the person named as recipient or to some other responsible person at that address who is representing the interest of the Customer. Reliable shall not be liable if any person at the delivery address misrepresents his or her position to receive a package on the Customer's behalf.

7.2 Reliable shall ask the person receiving the package to sign a receipt, which may be in electronic form and which shall constitute proof of delivery. The Customer may be provided

with a copy of the receipt within Forty Eight (48) hours from the date of delivery. Such a receipt shall be conclusive evidence as to the fact and time of delivery of the package and, apart from any observation to the contrary noted on the receipt, evidence that the package was delivered in good condition.

7.3 Reliable shall call the Customer before attempting to effect delivery of any package at the delivery point. If Reliable is unable to reach the Customer by phone or otherwise after numerous attempts the package shall be kept at Reliable's head office for a period of sixty (60) days for a storage fee to be paid by the Customer upon assessment.

7.4 Reliable shall make every effort to deliver the Customer's Shipment according to our regular delivery schedules. Reliable shall not be responsible for any delays in collecting a shipment, transporting a shipment (including delays caused by any diversion) and delivering a shipment occasioned by the following circumstances:-

- (a) act of God including but not limited to storm, tempest or flood;
- (b) act of war hostilities riot or civil commotion or the threat or fear of such conditions prevailing;
- (c) criminal malicious or negligent actions or acts or omissions of third parties.
- (d) industrial action or unforeseeable traffic conditions;
- (e) suspension or cancellation of transport services by reason of or of the threat or fear of inclement weather;
- (f) fire, lightning or explosion;
- (g) seizure under legal process;
- (h) your act, default or omission of whatever nature, or act, default or omission of your employees or agents or any person having any interest in the goods;
- (i) insufficient or improper packing labeling or addressing; or
- (j) the unavailability at the delivery address of the consignee or other authorized recipient.

8. Lien

Reliable shall have a particular lien on all packages in respect of any sums due to Reliable from the Customer. If any lien is not satisfied within sixty (60) days, Reliable may open the packages, sell their contents and apply the proceeds towards discharge of the lien and the expenses of the sale. Reliable shall tender the sale proceeds to the Customer after deducting all monies owing, expenses and charges incurred in the sale. If the Customer cannot be located, then the proceeds shall be lodged into an escrow account for the Customer to receive upon availability.

9. Customs

9.1 Where a package requires customs clearance, it shall be the Customer's responsibility to provide complete and accurate documentation for this purpose but Reliable shall, unless instructed otherwise, act as the Customer's agent in obtaining customs clearance where necessary.

9.2 If any duties, taxes, penalties, charges or expenses are imposed or incurred as a result of any action by the custom authorities or any failure by the Customer to provide correct documentation or any permits or licences required in connection with carriage, Reliable shall be entitled to charge the amount incurred to the Customer..

10. Warranties and Representations

The Customer warrants and represents that:

- 10.1 The delivery details that are provided to Reliable are complete and accurate;
- 10.2 The Customer is either the authorised owner or agent of the owner(s) of the goods which Reliable shall be requested to carry and are authorised to enter into these conditions on their behalf;
- 10.3 Whether or not you are acting on your own behalf or as an agent for and on behalf of another person having interest in the package, you agree to these terms and conditions.

11. Fees

Fees are subject to the value of goods.

12. Method of Payment

Payment shall be made by the Customer using electronic means, online bank transfers, manager's cheque or cash only.

14. Procedure for Claims in case of loss or damage to packages

14.1 The Customer shall check all shipments upon receipt and before leaving the office of Reliable to report any damage, missing or otherwise useless items. Failure to do so shall result in waiver of the right of the Customer to submit a claim and/ or Reliable accepting responsibility for the said claim.

14.2 The Customer shall substantiate and submit any claim on a completed claim form providing to Reliable all relevant information about the package, including proof of receipt by Reliable, proof of value, estimates for cost of repair, invoices, within three (3) business days of delivery.

14.3 Reliable may make such investigations as it considers necessary to satisfy itself of the validity of any claim and the contents, original shipping cartons and packing must be available to us for inspection.

14.4 Reliable's maximum liability for loss of or damage in connection with the Customer's delivery shall in no circumstances exceed the value of the Shipment or where the Customer is not the owner of the Shipment then your liability to the Owner (whichever is the less).

15. Laws

This Agreement shall be governed by the Laws of Jamaica

16. Headings/ Titles

Headings are inserted for the convenience of the Parties only and not to be considered when interpreting this Agreement.

17. Mandatory Law

Insofar as any provision contained or referred to in this Agreement may be contrary to any applicable law, government regulations order or requirements, such provision shall remain in effect as part of our Agreement to the extent that it is not overridden. The invalidity or unenforceability of any provision shall not affect any other part of this Agreement.