

## Terms & Conditions

### 1. *Ownership of the Foreign Shipping/Mailing Address*

The actual shipping address/ mailing address is the property of Eagle Xpress and not the customer

### 2. *Access to the Shipping/Mailing Address*

Access to the Shipping/Mailing address (hereinafter collectively referred to as "shipping address") is restricted solely to Eagle Xpress personnel. The customer is not permitted physical access to the said shipping address and is only permitted to have packages/mail (hereinafter collectively referred to as "mail") sent to the shipping address and to receive the said mail via the delivery services of Eagle Xpress International Freight and Mailbox Services and its affiliates.

### 3. *Prohibited Mail*

The customer shall not use or permit the shipping address to be used for the purposes of sending, delivering or storing items of unusual intrinsic value such as cash, negotiable securities, jewellery, furs and the like. The customer agrees to use the shipping address service only for lawful purposes.

### 4. *Limitation of Liability*

(a) Eagle Xpress will not be liable for any loss of or damage to any mail from suppliers or vendors before they arrive and are signed for at the shipping address.

(b) Except as otherwise provided for in Paragraph 5 below, whilst the mail is in the possession of Eagle Xpress or Eagle Xpress' agents, Eagle Xpress will not be liable for loss or damage of any kind.

(c) Without restricting the generality of the foregoing, Eagle Xpress shall not be liable for;

(i) Lost, damaged or misdelivered mail;

(ii) Delays in the delivery of the mail;

(iii) Consequential loss, such as loss of income, interest or business investment opportunities as a result of lost, damaged, destroyed or misdelivered mail; or as a result of delays in the delivery of the mail; or as a result of the negligence of Eagle Xpress.

### *Compensation*

It is agreed that the total liability of Eagle Xpress shall be limited, in any event, to the sum of \$100.00. Additionally, Eagle Xpress provides insurance coverage for shipments with a value not exceeding \$5000.00. In the event that lost or damaged mail exceeds the \$100 provided for by Eagle Xpress, the customer is responsible to file any claim with Eagle Xpress in writing so that Eagle Xpress can seek indemnification from the insurance company on the customer's behalf. Separate insurance arrangements must be made by the customer for shipments over a value of \$5000.00. If shipments arrive damaged, they will be inspected for adequate packaging consistent with the type of merchandise being sent. If, in Eagle Xpress' opinion, packaging is not adequate, insurance coverage may be revoked for that shipment.

5. *Time Limit for Claims*

Eagle Xpress shall not be liable to pay any compensation per paragraph 5 hereof, to the customer unless written claims are made within the following time frames, dependent upon the nature of the claim:

- (a) 14 days of the delivery of the customers mail claimed to be received damaged
- (b) 28 days of arrival of the goods into the Eagle Xpress shipping address as evidenced by a proof of delivery at the Eagle Xpress shipping address if a claim for loss is being made.

6. *Taxes, Customs Duties, Customs Clearance*

*(Charges & Exchange Rates)*

- (a) The customer agrees to pay all taxes and Customs duties imposed by the Government of Jamaica, the Government of the United States, the Government of Canada and the Government of the United Kingdom or any other government or country in respect of the customer's mail or goods.
- (b) The customer agrees to pay any Customs clearance charges imposed by Eagle Xpress or their agents in respect of the customer's mail.
- (c) Eagle Xpress reserves the right to adjust its charges to reflect any significant fluctuation in the exchange rates and the customer agrees to pay any such additional charges in respect of the customer's mail.

7. *Collection of Packages*

Packages received by Eagle Xpress and not collected within 90 days, when the customer has been notified of the package arrival, will be disposed of by Eagle Xpress without liability to reimburse for the charges associated with those packages.

8. *Payment for Services*

- (a) The customer authorizes Eagle Xpress to charge his/her credit/debit card for all charges associated with the Eagle Xpress service including membership, shipping charges, Customs duties and any other charges arising from use of this service.
- (b) The customer agrees to pay Eagle Xpress for the personal forwarding service even though the mail received may have been unsolicited by the customer (e.g. junk mail), may have been received in a damaged condition or fails to correspond with the items the customer ordered.
- (c) Shipping rates are subject to change without notice.
- (d) In the event that payment is not received in accordance with its terms, Eagle Xpress may, as an option, turn the outstanding account over to an attorney or collection agency for collection and there shall be added to the amount due, the attorney's fees or collection agency's charges.

9. *Jurisdiction*

The proper forum and jurisdiction for any and all legal action that result from this agreement or the services provided by Eagle Xpress shall be Jamaica.

