

**THIS FORMS AS PART OF A CONSOLIDATED SHIPMENT COVERED BY A DELIVERY ORDER DECLARED HEREIN, TERMS AND CONDITIONS**

By the rendering goods and personal effects for shipment via Manila Forwarders-California ("Company") the Shipper agrees to the terms and conditions stated herein and the declaration of the shipper made in the bill of lading and packing list which are incorporated herein by reference. No agent or employee of "company" or the shipper may after these terms:

**1. THE BILL OF LADING.**

The "Company" Bill of Lading is non-negotiable and the Shipper acknowledges that it has been prepared by the Shipper or by the "Company on behalf of the Shipper. The Shipper warrants that it is the owner of the owner of the goods transported hereunder, or it is the authorized agent of the owner of the goods, and that they it hereby accepts the "Company's" terms and conditions for itself and as agent for and on behalf of any other persons having interest in the shipment.

**2. SHIPPER'S OBLIGATIONS AND ACKNOWLEDGMENTS.**

The Shipper warrants that each article in the shipment is properly described on the packing list and has not been declared by the "Company" to be unacceptable for transport, and that the shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care of handling. The Shipper hereby acknowledges that the "Company" may abandon and/or release any item consigned by the Shipper to the "Company" which the "Company" has declared to be unacceptable or which the Shipper has undervalued for Custom's purposes or misdescribed hereon whether intentionally or otherwise, without incurring any liability whatsoever to the Shipper and the Shipper will save and defend indemnity and hold the "Company" harmless from all claims, damages, fines and expenses arising there from. The Shipper shall be liable for all costs and expenses related to the shipment and for costs incurred in either returning the shipment to the Shipper or warehousing the shipment pending disposition.

**3. RIGHT OF INSPECTION OF SHIPMENT.**

The "Company" reserves the right, but not the obligation, to inspect any shipments including without limitation, opening the shipment the "Company" deems misdescribed or misdeclared.

**4. LIMITATION OF LIABILITY**

The liability of the "Company" for any fees or damage to the shipment (which term shall include all goods and effects consigned to the "Company" under the Bill of Lading and/or Packing List is limited to a maximum of:

- a. US\$ 200.00 jumbo and standard and \$50.00 for the small box.
- b. The actual amount of loss or damage to the goods and effects whichever is lower.

**5. CONSEQUENTIAL DAMAGES EXCLUDED.**

The "Company" shall not be liable in any event, for any consequent or special damages or other indirect loss, however arising whether or not the "Company" had knowledge that such damages might be incurred, including, but not limited to, loss of income, profits, interest, utility or loss of market.

**6. LIABILITIES NOT ASSUMED**

While the "Company" will endeavor to exercise its best efforts to provide expeditious delivery in accordance with regular delivery schedules, the "Company" WILL NOT, IN ANY CIRCUMSTANCES, BE LIABLE FOR DELAY IN PICKUP, TRANSPORTATION OR DELIVERY OF ANY SHIPMENT, REGARDLESS OF THE CAUSE OF SUCH DELAY.

Further, 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 cause reasonable beyond the control of the "Company" or

b. Caused by:

- (i.) The act default or omission of the Shipper, the Consignee or any other party who claims an interests in the shipment (including violation of any term or condition hereof), or any person other than the "Company" or of any Customs or other Government officials, or of any Portal Service, forwarder or other utility or person to whom a shipment is rendered by the "Company", regardless of whether the Shipper requested or had knowledge of such third party delivery arrangement.
- (ii.) The insurance of the shipment or any defect, characteristics or inherent thereof.
- (iii.) Electrical or magnetic injury, erasure, or any such damage to electronic or photographic images or recordings in any form.

c. Value of goods and personal effects not declared in the Bill of Lading or Packing List.

**7. CLAIMS.**

- a) Any claim must be brought by the Shipper and delivered in writing to the office of the "Company" nearest the location as which the shipment was accepted within 30 days of the date of delivery to the destination. No claim may be made against the "Company" outside that time limit.
- b) No claim for losses or damage will be entertained until all transportation charges have been paid. The amount of any such claim may not be deducted from any transportation charges owed the "Company".
- c) When claims are paid, the "Company" will not reimburse the basic cost of shipment, pick-up, duties and delivery charges.

**8. APPLICABILITY.**

These terms and conditions shall apply to and inure to the benefit of the "Company" and its authorized agents and affiliated companies, and their officers, directors and employees.

**9. MATERIAL NOT ACCEPTED FOR TRANSPORT.**

The "Company" will not carry:

*Currency	*Firearms/Ammunitions	*Explosives	*Precious Metals	*Jewelry
*Money Orders	*Transfer's Checks	*Precious Stones	*Drugs	*Perishables

Negotiable instruments in bearer form, Lewd, obscene or pornographic materials; Industrial carbons and diamonds. Combustible materials; Property the carriage of which is prohibited by law, regulation of statute of any federal, state or local government of any country form, no or through which the shipment be may carried; any material which may be considered "hazardous" material and dangerous goods.

b) Limitations-Maximum limits per individual arrangement/shipment shall be, and are hereby fixed, as follows:

As to quality/kind:

- B1 Foodstuff such canned goods, grocery items, etc...1 dozen of kind
  - B2 Wearing apparel and clothing material not exceeding 3 yards per cut, whether used or new --- 1 dozen of kind
  - B3 Other household, personal effects, whether used or new---1 dozen of kind
- Home appliances not applicable for shipment
- |                 |                          |                     |   |
|-----------------|--------------------------|---------------------|---|
| 1. Television   | 4. Video (VCR & Betamax) | 7. Microwave & Oven | 10. Stereo Components/ Stereo Semi-Components |
| 2. Refrigerator | 5. Karaoke Sing-a-long   | 8. Organ            | 11. Washer/Dryer                              |
| 3. Aircons      | 6. Rangers               | 9. Speaker          |   |

10. Any expenses incurred by the "Company" on behalf of Shipper including but not limited to taxes, interest, penalties, fines, surcharges, duties, etc. arising from non-declaration or mis-declaration shall be reimbursed or refunded by the Shipper or Consignee upon submission by the "Company" of proper proof or evidence of payment until said refund or reimbursement is fully satisfied.

**11. LIEN ON GOODS SHIPPED.**

The "Company" shall have lien on any goods shipped for all freight charges, customs duties, advances or other charges of any kind arising out of the transportation hereunder and may refuse to surrender the possession of the goods until such charges are paid.