

## **TERMS AND CONDITIONS OF THE CONTRACT**

By tendering personal effects goods for shipment through BM Express Int'l Services Pty Ltd otherwise known as "BM Express" or the "Company", the Shipper agrees to the Terms and Conditions of the Contract stated herein. No agent or employee of BM Express Int'l Services Pty Ltd or the Shipper may change these Terms and Conditions.

### **1. THE EXPORT DECLARATION PACKING LIST**

The Export Declaration Packing List is non-negotiable. By signing, the Shipper acknowledges that the Export Declaration Packing List has been prepared by the Shipper himself or by BM Express on behalf of the Shipper. The Shipper also warrants that he or she is the owner of the personal effects transported hereunder, or is the duly authorized agent of the owner of the goods and that the Shipper hereby accepts the Company's Terms and Conditions for himself or herself, and as agent for and on behalf of any other individual having an interest in the shipment of the personal effects or goods described in the Packing List.

### **2. RIGHT OF INSPECTION OF SHIPMENT**

BM Express Int'l Services Pty Ltd shall be entitled to open any document, envelope, package, or any other type of container in which the goods are placed or carried to conduct an inspection of the goods and to determine the contents, ownership, or destination of the shipment.

### **3. SHIPPER'S OBLIGATIONS AND ACKNOWLEDGEMENT**

The shipper affirms that each article in the shipment is properly described on this Export Declaration Packing List and has not been declared by BM Express Int'l Services Pty Ltd to be unacceptable for transport or carriage. The Shipper also warrants that the shipment is properly marked and packed to ensure safe transportation with ordinary care in handling.

The Shipper warrants that BM Express may abandon and/or release any item consigned by the Shipper to the Company which BM Express has declared unacceptable or which the shipper has intentionally or unintentionally misdescribed or undervalued for Customs' purposes, without incurring any liability whatsoever to the Shipper, and the Shipper will save, defend, indemnify and hold BM Express harmless for all the claims, fines, damages and expenses arising therefrom.

The Shipper is liable for all costs and expenses related to the shipment and for costs incurred in either warehousing the shipment pending or returning the shipment to the Shipper therefrom.

### **4. LIMITATIONS OF LIABILITY AND INSURANCE**

The liability of BM Express Int'l Services Pty Ltd for any loss or damage to the shipment (which terms shall include all goods, items, and personal effects consigned to BM Express under this Export Declaration Packing List) is limited to the lesser of:

- a.) Amount of AUD 100.00 per balikbayan box for sea cargo shipments.
- b.) Amount of AUD 200.00 per tax invoice for air cargo shipments.
- c.) Amount of AUD 50.00 per air satchel for air satchel shipments.

If the shipper's declared value exceeds BM Express' maximum liability that it automatically covers for free, the Shipper has an option to purchase additional insurance to cover the shipment.

## **5. LIEN ON GOODS SHIPPED**

BM Express Int'l Services Pty Ltd shall have a lien on any goods shipped for all freight charges, customs duties advances, or other charges of any kind arising out of the transportation hereunder. BM Express may refuse to surrender possession of the goods until such charges are paid.

## **6. LIABILITIES NOT ASSUMED**

While BM Express Int'l Services Pty Ltd will endeavor to exercise its best efforts to provide expeditious delivery by the Company's regular delivery schedules, BM Express WILL NOT, UNDER ANY CIRCUMSTANCES, BE HELD LIABLE FOR ANY DELAY IN PICK UP TRANSPORTATION OR DELIVERY OF ANY SHIPMENT REGARDLESS OF THE CAUSE OF SUCH DELAY.

Furthermore, BM Express shall not be held liable for any loss, damage, miss-delivery, or non-delivery of shipment;

a.) due to an act of God, force majeure occurrence, or any cause reasonably beyond the control of BM Express, like port shipping congestions, ship maintenance, port work stoppage or

b.) caused by:

(i) The act, default, or, omission (including violation of any term or condition stated herein) of the Shipper, the Consignee, or any other party who claims an interest in the shipment or any party other than BM Express or of any Customs or other Government officials, or any Postal Service, forwarder or other entity or person to whom a shipment is tendered by BM Express for transportation to any location not regularly served by BM Express, regardless of whether the Shipper requested or had knowledge of such third-party delivery arrangement;

(ii) The nature of any shipment or any defect, characteristic or inherent vice thereof,

(iii) Any electrical or magnetic injury erasure or other such damage to electronic or photographic images, recordings, or digital materials in any form.

c.) Value of goods and personal effects not declared on an Invoice.

## **7. CLAIMS**

a.) Any claim must be brought by the Shipper and delivered in writing to the office of BM Express Int'l Services Pty Ltd nearest the location at which the shipment is accepted within seven (7) days of the date of delivery to destination. No claim may be made against BM Express outside of or beyond that time limit.

b.) No claims for loss or damage will be entertained until all transportation charges have been paid by the Shipper. The amount of any such claim may not be deducted from any transportation charges or fees owed to BM Express.

c.) When claims are paid, BM Express Int'l Services Pty Ltd will not reimburse the basic cost of shipment, pick-up, and delivery.

## **8. CONSEQUENTIAL DAMAGES EXCLUDED**

BM Express Int'l Services Pty Ltd shall not be held liable, in any event, for any consequential or special damages or other indirect loss however arising whether or not BM Express knew what such damages might be, incurred, including, but not limited to, the loss of income, interest, profit, utility or loss of market.

## **9. APPLICABILITY**

These Terms and Conditions shall apply to, and inure to the benefit of BM Express Int'l Services Pty Ltd, its authorized agents, affiliated companies, and their officers, directors, and employees.

## **10. CONSIGNEE REQUIREMENTS**

BM Express Int'l Services Pty Ltd requires that each consignee must present a valid ID at the time of delivery to release the shipment. A consignee will be asked to sign a Proof of Delivery (POD) which may be provided to the Shipper upon request. CONSIGNEES MUST CHECK AND INSPECT THE BOXES BEFORE SIGNING AND ACCEPTING THE PROOF OF DELIVERY.

## **11. MATERIALS NOT ACCEPTABLE FOR TRANSPORT**

Currency  
Cylinders or compressed air  
Precious Metals  
Drugs  
Perishables  
Fire Arms/Ammunitions  
Pornographic Material  
Precious Stones  
Explosives/Toy Guns  
Alcohol or any gas  
Cigarette lighters / Matches  
Money Orders  
Traveler's Cheques

## **12. DELIVERY SCHEDULE**

BM Express Int'l Services Pty Ltd will make reasonable efforts to transport and deliver packages to their destination as promptly as practicable within the delivery time frame. However,

THE TIME FRAME OF BM EXPRESS DELIVERY IS BASED ON THE DEPARTURE DATE OF THE SHIPPING VESSEL AND NOT ON THE DATE OF PICK-UP FROM THE SHIPPER. THE SHIPPING SCHEDULE MAY CHANGE WITHOUT PRIOR NOTICE.

**Please take note that we do 100% inspection for all air cargo to avoid penalties.**

Prohibited items and restrictions include:

Shoes- Maximum 3 pairs  
Slippers- Maximum 3 pairs  
Bags- Maximum 3  
Vitamins- Maximum 3 bottles  
Jewelry - not allowed  
Perishable goods- not allowed

Any kind of gadgets/device/accessories- not allowed  
Any kind of Liquid items- are not allowed  
Aerosol spray-not allowed  
Any kind of Oils-not allowed  
Cologne/Perfumes-not allowed  
Battery Operated Items-not allowed  
Fragile Items (items made with ceramic, glass, etc)- not allowed  
(Wristwatches)  
(Wristband)  
(Toys with battery)  
(solar lamp)  
(earpads)

Maximum of 5 pieces for each kind of item (Not listed above). More than the restricted number of items might be tagged as commercial items by the Bureau of Customs upon inspection.

Extra charges may apply to all items that exceed the maximum quantity for each kind of item.