

Terms & Conditions

Definitions

In this shipping agreement, we, our, us, and Prolog Services Inc refer to PSI Global Logistics, its subsidiary and branches.

You and Your refer to the shipper and its employees, principals and agents. The shipper in this agreement is the person or entity who delivered the cargo to PSI Global Logistics, and is the person who requested that the shipment be transported, and/ or any person/entity having an interest in the shipment and/or who acts as an agent of the shipper.

Package means any pallet, container, envelope etc. that is accepted by us for delivery, and includes items tendered by you using our automated application, manifests bill of lading or airway bills.

Shipment means one or more packages which are moving on a single house airway, an airway bill, a bill of lading, an invoice number or shipment number, or manifested from an automated shipping application and accepted by us.

Agreement to the Terms and Conditions

This Agreement is non-negotiable and therefore binding on both parties once we accept your shipment. Thus, by dropping off your shipment with us or sending your shipment to us or authorizing us to pick up your shipment, you agree to all the terms and conditions

herein contained. It sets forth the rights, duties and obligations and in certain cases liabilities of parties having interest in any shipment.

You also agree and acknowledge that we reserve the right, at our sole discretion to change or modify these terms and conditions at any time. Please review these terms and conditions periodically, especially before sending your shipment, as your use of our service each time constitutes an acceptance of any modified terms and conditions.

Your Obligation

Shipper warrants and undertakes that each article in the shipment is properly and correctly described on the shipping document, and that any export document, accepted for transport, is properly marked and addressed and packaged to protect the enclosed goods for safe transportation.

Shipper also warrants that the dimensions and weight of the packages as manifested in our automated shipping application, warehouse forms filled out by the Shipper or email correspondence sent to us by the Shipper is correct, and that if such information is not correct, we reserve the right to weigh and measure the shipment and apply the appropriate charges.

You undertake that there are no dangerous goods in the shipment and that if there is any dangerous item as published by the Dangerous Goods Regulation from IATA or the IMO that you have declared it in the applicable shipping documents to comply with all International Air Transport Association (IATA) and International Maritime Organization

(IMO) regulations or other applicable law(s) for shipment of dangerous goods.

You agree that you are aware of our published shipping rates and charges or have enquired into our shipping rates at the time of dropping shipment with us, and that you are also aware that shipping rates are based on actual or dimensional weight, whichever is greater. Dimensional weights shall be calculated based on the standard formula used by all major airlines for international air freight. **Please see our Frequently Asked Questions published on our website for more details or see examples of shipping calculations by volume weight.**

You agree that we may complete, correct or replace for you, the documents submitted if found to be inappropriate for the service or destination requested and at your expense.

You agree to make payment in advance of shipment or abide by established payment terms, and agree and are aware that the shipment may be delayed or dropped totally if payment is not received 24 hours before estimated departure or delays to future shipment if established payment terms is not adhered to.

You undertake that the contents of all shipments are goods owned by you and obtained through legitimate means. You agree not to deliver any shipment to us that has a lien on it, or that is not lawfully owned by you. You also agree that you are aware that any goods delivered to us, later discovered to have been obtained through fraudulent or other unlawful or inappropriate means will be handed over to the local authorities either in the country of departure or of destination, and that

such goods will only be released to you upon a written authorization from the government agency.

You further agree that all shipping costs will still be paid by you and that any payment made to us for goods that have not shipped will be handed over directly to the government agency. In that regard, you agree that your account will immediately be suspended.

Responsibility for Payment

You will always be primarily responsible for all charges, including transportation charge, possible surcharges, customs charges, duties and any other government imposed taxes, levies, fines and fees and our lawyers' fees and other legal costs related to shipment, storage, handling, re-consignment, return of freight to shipper, disposition or other costs which we may incur by reason of your violation of this agreement or any of your default, default from the consignee or their agents. You (Shipper) agree to make all such payments including in circumstances where the consignee ought to but refuses to pay.

You agree that we have a lien on any goods shipped where there is a failure to pay for charges under this agreement and therefore may refuse to surrender possession of the goods until such charges are paid. You agree that a future shipment can also be held for non-payment of a past shipment or any non-payment of an associated account if shipper or consignee is deemed to be the same person.

All invoices not paid within 4 days of being generated, will be subjected to a late payment charge of 1.5% of the invoice amount, if

paid within 7 days. All other invoices not paid for after 7 days of generating same, shall be subjected to a 0.5% charge per day.

Any shipment/package not picked up after 7 days of delivery to any of our offices or partner locations worldwide shall be subjected to a US\$0.1 / pound warehousing fee per day(where we opt to warehouse same), in addition to the late payment charge.

A change in the delivery destination of a shipment that has departed our warehouse will attract a \$9.99shipment modification fee. This is in addition to any other extra charge required to ship the package or packages to its new destination. Where however the new delivery address costs less than the initial, the \$9.99 shipment modification fee still applies and any balance will be refunded to the customer. In cases of such refunds or any other refund due to excess payments, such excess payment will be refunded via issue of a shipping credit, which can only be used to ship with PSI Global Logistics.

You undertake to make payment using only the approved payment method for your locations, and agreed not to use any fraudulent method to pay for your shipment. When we detect a potential fraudulent payment, we reserve the right to hold such shipments for up to 7 days until we have been able to fully verify the authenticity of such payment. Certain payment methods, such as PayPal are permitted to be used only in certain countries and upon approval by the local accounting office at PSI Global Logistics. If a non-authorized method of payment is used in making payment to us, a \$35 surcharge is imposed for such payment if any issue is raised by the payment processor. You also agree that all checks are subject to a hold based

on the discretion of the releasing officer or Local accounting department at PSI Global Logistics. Any Checks returned will attract a return item fee of \$35.00 per check and in which case the specific client will no longer be allow to make payment via checks.

Items Not Acceptable for Transportation (Acceptable on fulfilling certain conditions)

We do not ship cash or equivalent (including but not limited to cash, coin, negotiable instruments that are equivalent to cash such as traveler's checks, money orders, etc.), originals of all forms of certificates (including educational/training certificates, share certificates, or any other forms of original certificates) . We exclude all liability for shipment of such items accepted by mistake. Also, we do not ship dangerous goods from the UK and China unless you have all the necessary documentations covering the same. And for the purposes of this Agreement, what amounts to dangerous good is as defined by law or determined by us. Some other items may be accepted for carriage only to limited destinations or under restricted conditions. We reserve the right to reject packages based on these limitations. We also reserve the right to reject certain packages for reasons of safety or security.

Right to Inspect by Government Agencies

Shipments are subject to inspection by government authorities or by us. Inspection shall be in accordance with laid down security controls and procedure as provided by government authorities and/ or carriers. However, we are not obligated to perform such inspection. You agree

that we incur no liability for failing to carry out any inspection on your shipment.

Copies of all relevant shipping documents showing the cargo's consignee, consignor, description and other relevant data will be inspected and retained on file until the cargo completes its air transportation, and shall be retained for record purposes for as long as required by government authorities. We incur no liability for retaining the documents for the said and similar reasons.

Limitation of Liability

If the carriage of your shipment by air involves an ultimate destination or stop in a country other than the country of departure, the **Warsaw Convention** and its subsequent amendments and Protocols (Warsaw Convention) may be applicable and govern and in most cases limits our liability for loss, damage, delay, shortage, mis-delivery, non-delivery, misinformation, or failure to provide information for your shipment.

If the shipment is not governed by the Warsaw convention, or any other international treaties, laws, government regulations etc., our maximum liability for loss, damage, delay, shortage, wrong delivery, non-delivery, misinformation, or failure to provide information with your shipment is limited to US\$99 per shipment or US\$9.09 per pound (US\$20/kilo gram) (or the equivalent in local currency), whichever is lower, unless you declare a higher value for carriage, and pay an additional charge for insurance.

If you declare a higher value for carriage and pay the additional charge, our maximum liability will be the lesser of your declared value for carriage or your actual damage. Please ensure you read the terms of insurance, as we do not provide all-risk insurance. Terms of Insurance-Â

The highest declared value we allow for our letters and document, packages, and any envelope is US\$50per shipment or US\$9.09 per pound (US\$20/kilo gram) (or the equivalent in local currency), whichever is lower.

For other shipments, in particular shipments of very high value, including but not limited to jewelry, artwork, antiques, precious metals, clocks, inherently fragile or unique items, the declared value for carriage is limited to US\$99.

The maximum declared value for glass is \$99. Shipments containing glass include but are not limited to windshields, plate glass, china ware, light bulbs, televisions, monitors, and glass wares. Our maximum liability for damage to shipment containing glass is \$99. The maximum declared values may be raised where you agree to pay for special crating and packaging to ensure safe transportation of the shipment, as well as pay for insurance to cover the shipment from damage while in transit.

Where however we feel that crating your item is best for your shipment due to its sensitive or fragile nature, you agree to bear the cost of such crating that the cost must be paid before such item is released.

You agree that if you send more than one package on a shipment using a single invoice number or HAWB number or airway bill number or Bill of lading number, the declared value for carriage of each package will be determined by dividing the total declared value for carriage by the number of packages in the shipment.

Our liability in all cases will not exceed 50% of the combined cost of the goods and the amount paid for shipping.

Liabilities Not Assumed

Subject to the service conditions contained in this agreement, we shall not be liable for any damage arising from your shipment, or loss of income or profit, whether such damage be direct, incidental, or consequential, except to the extent of the declared value or US\$99 per shipment or US\$9.09/pound (US\$20 per Kilo gram) (or the equivalent in local currency), whichever is lower. It is immaterial that we knew or ought to have known that such damage was likely to occur.

You agree that we are not liable for your acts of incorrect declaration of cargo, improper or insufficient packing, securing, marking, or addressing of the shipment; or the acts or omissions of the recipient or anyone else with an interest in the shipment.

You agree that we are not liable for loss, damage, delay, shortage, improper delivery, non-delivery, misinformation, or failure to provide information in connection with shipments of cash, currency or equivalent or other prohibited items.

We are not liable for loss, damage, delay, shortage, non-delivery, misinformation, monetary losses of any type or failure to provide information in connection with your shipment caused by events beyond our control including, acts of God; public authorities; strikes; labor disputes; weather; mechanical failures; aircraft failures and/or delays; civil commotions; acts or omissions of customs or quarantine officials; war; acts of terrorism, defaults or omissions of the shipper or consignee or failure to observe the terms and conditions of the agreement of carriage. In case of delay by airlines or shipping line, it shall be enough for us to show that your items arrived the point of departure within reasonable time. In addition, notwithstanding our commitment in ensuring that your items are delivered to you on time and within the estimated time frames as seen on our website, we reserve the right to delay shipment where the total volume of all consolidated shipments from multiple customers at each point in time is less than 200kg. You will be notified where such delays occur and you agree to hold us harmless for any delays experienced from such occurrence.

You agree and are aware that all items are stored in a general and open warehouse, where conditions of storage may not be suitable for all categories of goods. You agree that we are not liable for deterioration or depreciation in quality, changes in colour or appearance of items in the warehouse whether of perishable or non-perishable items, caused by long storage etc. Where a special storage condition is required for a particular item, you agree to notify us of such required/ special storage condition and to make the consequential payment (as may be agreed), prior to the arrival of the

item to our warehouse, or to reimburse us of expenses reasonably incurred to preserve such items.

Where customer specifically requests insurance, terms of the insurance and coverage provided can be seen under our Insurance Policy

No Warranties

We make no warranties, express or implied, and expressly disclaim any and all warranties.

Export Control and Customs Clearance

By giving us your shipment, you hereby appoint us your agent for the performance of customs clearance and certify us as the nominal consignee for the purpose of designating a customs broker to perform customs clearance.

You are responsible for and warrant your compliance with all applicable laws, rules and regulations, including but not limited to customs laws; import, export, and re-export laws, and governmental regulations in respect of your shipment in any country where the same may pass. You agree to furnish such information and documents as are necessary to comply with such laws, rules and regulations.

You also undertake that you have all permits, clearances, health certificates or any other required government clearance documents needed for your goods to enter the country of destination, or any country through which the goods may pass on its journey to the

final destination. Such documents you agree to provide within 24 hours of request by us. You agree that when you do not have the required clearance documents, any extra charge incurred or fines charged in order to get your goods released or arrive its destination, will be borne by you; and that such goods will not be released to you until such extra payment is made in full.

We assume no liability to you or any other person for any loss or expenses due to failure to comply with any documentation with customs or other government Agencies.

Delivery of Shipment

The consignee must note at the point of delivery, on the delivery receipt, damage (if any), to the contents of the shipment, shortage in the shipment or any other complaint. Such notations as “subject to inspection” and “subject to recount” are not exceptions. Any complaint not registered at the point of delivery shall be deemed waived. The consignee can refuse any shipment not deemed correct at the point of delivery even if delivery is through a third party delivery company.

You agree that in shipping your item, while we take all necessary steps within our power to ensure timely delivery, time of delivery is not of the essence, and it is agreed that no time is fixed for the completion of carriage and that we do not guarantee pick-ups, transportation or delivery on a special date or time, and shall not be liable for a failure to do so or consequences of the same.

You also agree that transportation of the shipment is subject to availability of space and necessary logistics. We shall have the right to

substitute carriers or other means of transportation; and to select the routing or to deviate from that represented if circumstances necessitate or it became reasonable to do so.

Claims

In case of loss or damage, the weight to be used in determining carriers limit of liability shall be the weight used to determine the charge for carriage of such shipment; and in the case of loss or damage to a part of a shipment, the weight used shall be prorated to the packages covered by the same air waybill whose value is affected by the loss or damage. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the actual article.

You agree that no claims will be entertained until all transportation charges have been paid. Shipper agrees that Claims shall not be deducted from transportation or other charges due to carrier.

If the recipient accepts shipment without noting any damage or loss on the delivery record, such shipment shall be deemed to be delivered in good condition and no claim shall be made thereon. PSI Global Logistics shall then have in its own rights the ability to consider hearing a claim request if claims are made on goods delivered in good condition.Â In order for us to consider a claim in this situation, the contents, original shipping cartons, and packing must be available for us to inspect.

Report of any claims must be made in writing within 7 days of delivery by PSI Global Logistics.

Disposal of Property

You, consignee and agent agree that you have been duly notified of your shipment's arrival after an acknowledgement or reply to any form of electronic communication such as a text message or email or proof of delivery from a courier company has been received. If after 7 days the shipment is still not claimed or delivery cannot be made, we shall either return, forward, re-consign the shipment at shipper's expense or dispose of the same without further notice to the shipper and consignee and with no liability on us. No such sale shall discharge the shipper or consignee of any liability or lien; or where possible, we shall keep the items in our warehouse for some reasonable period subject to payment of warehousing fee of USD 0.1 per pound day, and this fee shall be paid by the shipper before items are released. All items not claimed after 7 days stay in our warehouse are at the customer's risk.

Legal Action to enforce a claim must be brought within 30 days of delivery provided that a prior written claim has been made to us without receiving any response 15 days thereafter. For purposes of this section, items are deemed delivered to the shipper, once shipper is notified of the arrival of such items whether or not he takes actual delivery of them. Where shipper is withholding any sum of money due to us, the 30days does not begin to run until the said sum has been fully paid to us.

Additional Terms and Conditions for shipments by Ocean

For shipments by our Ocean service, you agree:

1. To pay the total shipping cost at the time of dropping off your shipment or at least, a minimum of 75% of the total shipping cost prior to loading, if applicable. Late payment charges of 0.5% per day will take effect after 14 days of non- payment.
 2. That we store your goods free of charge for 14 days. And thereafter, if the right documents are not presented, or your items are still not ready for shipping, that we charge storage fee at \$0.1/pound per day until items are shipped out; and for cars, that storage fees after 14 days shall be \$15 per day.
- iii. To pay any demurrage charges or other fees that may accrue as a result of your delay in submitting necessary documents, dropping off vehicles, or swapping vehicles during loading or after loading, or any other extra service required to effect safe shipping of your goods/ cargo.
1. That once you are notified of the arrival of your item, and you do not take delivery of the same after 4 business days, that you will pay storage charges at a rate of \$0.1/pound per day, and/or at of \$20 per day for cars.
 2. That for consolidated shipments, we will provide clearance services on your behalf, and that all clearance and incidental costs will be paid within 15 days after the arrival of the container to the destination port. That if such payments are not made within the stipulated period, a late payment charge of 0.5% per day will apply. In addition, all demurrage charges occasioned by non- payment of those and other incidental fees shall be borne by you and that the container and your cargo will not be released until all accumulated demurrage charges are paid.

3. To pay any or all other fees that may be imposed by regulatory or government agencies prior to release of your items.

vii. That time is not of the essence of the transaction and we do not guarantee delivery time in any form.

Viii. That ALL shipments attract a clearing fee at the destination port

1. That not understanding the clearing policy and charges does not absolve you of any clearing payments due at the destination port. And ALL shipment MUST be paid for before pick up or delivery.
2. You agree to pay all shipping cost in the United States and in United States dollars, while all clearing cost can be paid in the local currency of the destination country. In the case where special accommodations are needed. You agree to contact our United States office to reach an agreement with our accounts receivable department.
3. Use of Site and Site Security

PSI Global Logistics operates the website “www.psishipping.com”, where you can book and prepare shipments, track your shipment and make payments for shipments. Use by unregistered persons is strictly prohibited. As a registered user of the site, you are solely responsible for ensuring the confidentiality of your password and account and activities on your account.

For security reasons, we recommend changing your password regularly by visiting “My Account” section on the site after you have logged in. You agree to notify us immediately you suspect any unauthorized use of your account or any other security breach. You

must immediately inform us of known security issues, such as compromise of your password, or unauthorized use of your account. Until we are notified in writing of any security breach, there is little we can do for any unauthorized use of your account. Submission of security breach in writing can also be done via email at info@psishipping.com.

We reserve the right to review all accounts at any time to ensure compliance, or to ensure completion of shipping documentation on your behalf. You agree that at all times; you will provide us with complete and accurate information. You agree that we may suspend and terminate your account and your use of our website and service if you provide us with any inaccurate/misleading information.

On no account must you compromise the site security. Violation may in addition to civil remedies, result to criminal prosecution. Violation of security of this site include hacking, modifying or corrupting security or authentication measures, accessing data or information not intended for your use,Â malicious spreading of virus, worms transmission, time bombs, denial of service attack, etc. that could damage, impair or interfere with our computer's functionality or the operation of this site. Other forms of violation include the misrepresentation of your identity, deceptive online marketing, defamation and abuse of the legal rights of others etc. You will be held responsible for any information you transmit on this site. By transmitting information to this site, you agree that the information you send to this site is true, accurate and not misleading and that you have the right to send such information.

For comments, feedback, postcards, suggestions, ideas etc. submitted or offered to us on or through this Site, by e-mail or telephone or offered in connection with your use of this Site, you grant us a royalty-free, irrevocable, transferable right and license to use the Comments however we desire, including to copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such Comments and/or incorporate such Comments into any form, medium or technology throughout the world without compensating you in any manner.

We shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay to user any compensation for any Comments; or (3) to respond to any user Comments. You agree that any Comments submitted by you to the Site will not violate the terms in these Terms and Conditions of Use or any right of any third party or seller, including without limitation, copyright, trademark, privacy or other personal or proprietary right(s), and will not cause injury to any person or entity.

You further agree that no Comments submitted by you to the Site will be or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of “spam”.

You grant us the right to use the name that you submit in connection with any Comments. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are and shall remain solely

responsible for the content of any Comments you make and you agree to indemnify us for all claims resulting from any Comments you submit.

We may disclose your information if necessary to protect our legal rights, if the information relates to actual or threatened harmful conduct, or we believe that such action is necessary to conform to the requirements of the law or comply with governmental orders, court orders, or to protect and defend the property or rights of other users of this website or the public. This includes exchanging information with other companies and organizations for fraud protection and prevention, credit risk protection, and other prohibited or illegal activities. Except as stated above, we do not disclose shipper's personal information to third parties without consent.

This Site operates AS-IS and IS-AVAILABLE, without liability of any kind. This Privacy and Security Policy is governed by Texas law. Any legal action against us concerning this site must be instituted in Texas within 45 days after the cause of action arose otherwise same shall be barred. You agree that under no circumstance will any of our employee, directors or officers be liable for any direct or indirect loss or damage arising out of or in connection with the use of the site.

1. Additional Terms and Conditions for Our E-Client Customers
Welcome to our **E-Client service**. This service offered to you at www.psishipping.com/e-client and any sub-domains is provided under strict terms and conditions herein contained and/or via any of our regular newsletters. Upon subscription, your item will on receipt, be sorted out, repacked and shipped to your desired location.

Thus, by completing the Sign Up process, you agree to be bound by the terms and conditions, and may only continue to use our E-Client service as long as you adhere to these terms and conditions.

You agree that all items shipped to you through the E-Client will be used in the country such items are shipped to. You represent and warrant that you are not a person or entity as described by Section 1 of the United States of America Executive Order No 13,224 of September 23, 2001 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to commit, or Support Terrorism).

Currently our E-Client Portal will be available for free but in the near future there will be a fee charged upon subscription. This fee will be pre-paid and account will be activated for you within 24 to 48 business hours if your application is successful. Then, you will be issued with a United States, United Kingdom or China warehouse address which includes a Unit Number exclusive to only you. As the unit cannot be re-assigned once approved, we do not make refunds for any account already approved.

An active E-Client account will give you access to your warehouse address for the subscribed period only. Once the period expires, your account is deactivated and access to your warehouse suspended until the account is renewed.

A condition for the use of your warehouse is to provide us a notarized copy of the form and one valid form of identification for US addresses. We may at our discretion return all mail and packages to the sender if we do not receive this signed Form.

We reserve the right to either refuse an application for E-Client account or the service for security or other reasons; and in this case, subscription fee already paid will be refunded within a reasonable time.

By signing up, you appoint us as your agent for the receipt of your mail and merchandize for the relevant period.

As such, you empower us to deal in your packages including sorting out, warehousing etc. However we do not accept items that are not properly addressed. For example where an item is addressed to another person but bears your unit number. Such packages are either returned to the sender or at your request, shipped to your designated shipping address with a penalty charge of \$14.99.

We reserve the right, and you authorize us to open, inspect and screen all packages/items delivered to you without any advance notice to you. We do not accept items delivered COD (Cash on Delivery) on your behalf, unless the payment for such COD amount has been made in advance. We do not accept items that are unlawful or goods that are clearly damaged as at the time of delivery or expired products. Where mistakenly accepted, such items will be returned to the sender or any other appropriate authority.

You agree to use a delivery service (preferably FedEx or UPS) that provides full tracking information and signature verification; and that we are not responsible or liable for items delivered without any proof of tracking and signature verification.

You agree NOT to ask any of the delivery Service carriers such as UPS or FedEx to ship on account of PSI Global Logistics. In order words you agree to prepay all charges to this delivery service providers.

It is mandatory and highly advised that you provide insurance for your items since a failure to insure your items, is at your own risk as no compensation will be paid in case of loss or damage. Without prejudice to the above, we may at our absolute discretion provide free insurance of up to \$25 for Personal accounts, \$50 for Premium accounts, and \$99 insurance for Business accounts for items in your warehouse.

Your items are stored free of charge for up to 14 days, and must be paid for and shipped out by us after 21 days otherwise charges shall apply. After 21 days, storage charges of \$0.1/pound per day will be billed to your account and will need to be paid for before items are shipped out by us. Should you decide that you will prefer to pick up your items from your warehouse so as to use alternative shipping options, we will be compensated for the cost of receiving and storing your items and this is billed at \$0.1/pound per day, counted from the very day the items arrived the warehouse. Please note that items will not be released for you to retrieve from your assigned warehouse if this compensation is not paid in full.

You agree that after 60 days, we reserve the right to sell, destroy or otherwise dispose of such packages without incurring any liability whatsoever to you or any other party.

You agree that you are aware of our shipping terms and conditions as published on this website. Shipping cost can be found by using our **quote request function** or by **special rates** we have arranged for some categories of customers. Please note that extra charges different from the normal shipping fee may apply in certain instances. You agree that rates published on our website can be changed at any time without prior notice and that PSI Global logistics will have no liabilities whatsoever for any disparities between actual rates and published rates and will have no obligations whatsoever to honor rates published on our website if actual rates have been changed.

Your Warehouse receipt will list all items that are shipped out in a given package and this warehouse receipt number will be stated on every invoice and emailed to you via our automated system so that way you can have a printed copy ready before your shipment is picked up or delivered. On receipt, you are required to verify and ensure that all items listed on the warehouse receipt are received. Complaints of non-receipt, discrepancies on items received etc. must be lodged within 24 hours of receipt otherwise the right is lost.

You also agree that you are aware that we have no direct connections with the US store/retailers where your items are purchased from, hence any defects in product that are not directly related to damage during transit must be reported directly to the US retailer.

You agree that your E-Client account will be used only for lawful purposes; and that any form of illegal/unlawful or fraudulent use (either by way of procuring items by stolen credit cards, unauthorized payment methods, etc.) of the account shall lead to immediate closure

of your account, confiscation of the items so procured and expose you to both civil action and criminal prosecution.

You shall indemnify us for any loss incurred for improper or unlawful use of your E-Client account and hold us harmless from and against all manner of losses or damage that may arise from your unlawful use of your account that violates any part of this terms and conditions.

Item Procurement Service

The item procurement service is a part of your E-Client account. It enables us to procure items on your behalf direct from US stores and retailers. Please note the following for all procurement orders.

1. Items in a procurement order are consolidated at no extra charge irrespective of the type of account you have and are shipped out only when every single item that is available for this store is received.
2. You agree that you are fully aware and have made full enquiry on the necessary and material details relating to the item you have asked us to procure, and that you agree that our role is merely to make payment on your behalf and deliver the items to your assigned US, UK or China warehouse address.
- iii. You also agree and are aware that procured items are shipped as received from your selected retailer, and that we have no obligation to open, test or verify for any latent defect in item but may take reasonably necessary steps to spot out patent damage before shipping.

1. You also agree that you are fully aware of the store's return policy for defective items as well as the time limit for return of such items, and that failure to return any such item within the relevant period is at your risk.
2. You agree that you have verified the authenticity of the stores/ site from which you want us assist you procure an item, and you agree to fully indemnify and hold us harmless against any loss or damage that may arise from purchases through a fraudulent site or store; that we reserve the right to refuse to purchase items from any store for any reason, and we do not purchase items from stores that require us to bid, except where such items have a "buy now" price that supersedes the need to bid against other customers.
3. You also agree that custody of your items remains with the store/ site until items are delivered to our warehouse and signed for by one of our warehouse employees. You agree that we are not liable for the cost of items paid for but not delivered due to reasons such as a fraudulent store, or inability of the US delivery company to deliver it to the right location. In cases where items paid for are not delivered, you agree that you will be refunded only after the store refunds us for the cost of the items, and all processing fee incurred have been deducted.
4. You agree that we have up to 96 hours after payment is made to place the order with the store for procurement orders that are not marked as urgent and for which an urgency processing fee was not paid. You agree that once your order is placed, we are not responsible for any delays in shipping the product from the store and that shipping time is based on your selected preference or on the terms and conditions of the store. Urgent orders must be

specifically made. In this wise, the order will be placed within 36 hours provided an Urgency (Processing) Fee accompanied the order.

vii. You agree that you are aware that delivery of items through our procurement service after all items in your order have reached your US warehouse is subject to the same terms and conditions as our normal shipments. You are aware that our role in the procurement process is limited to making payment on your behalf and instructing the store to deliver the item to your selected warehouse address. Thereafter, the E-Client and Shipping rules as contained in this Service level agreement shall apply. You also agree that we have up to 30 days for the delivery of all goods using our procurement service if items are to be air freighted; that where we are not able to deliver such goods for reasons beyond our control, all costs incurred by us will be paid by you.

viii. You agree that you have checked your store of choice and verified that the items you need are available with them and that they can deliver after we make the purchase on your behalf. You also agree that where we have placed an order within the stipulated time frame, and are notified by the store that items ordered are not in stock, and hence the store cannot deliver, that you are liable to pay still pay us 50% of the processing fees for our effort or \$20 minimum as we would have already incurred costs and expenses like wire transfer charges etc. in placing the order. Refund after notification will be made within 7 business days after we receive the refund from your chosen store.

1. You agree and are aware that once you have placed an order, we immediately begin to place the order on your behalf with the

store, and hence any cancellation will lead to us incurring losses most times. Hence all urgent purchases must be cancelled within 1 hour of been placed, and all standard orders cancelled within 12 hours of payment been made. If you cancel outside of these times, you agree to still pay us our full processing fee. You will be credited all other costs 48 to 72 hours after the funds are released by the store and paid back to us.

2. For items that require us to carry out an inspection such as cars, trucks, power bikes, heavy machinery etc., you agree to pay us \$100 for inspecting any such item, if located within 30 miles of your local PSI warehouse address and \$200 if located outside 30 miles but not to exceed 75 miles from your local PSI warehouse. You are aware that this applies whether or not the vehicle is eventually purchased and that the same is separate from processing and other fees.
3. You also agree that items procured through this service and shipped to you via sea will be delivered according to the delivery time frame for sea shipment, and not within 30 days delivery time for air shipments.

When your subscription expires and you decides not to renew, items already in your warehouse will be shipped to you with a \$14.99 processing fee and at a rate 50% higher than our standard E-Client shipping rates. But shipment is on the condition that full payment has been made. If after 30 days, payment is not made for final shipping of your items, we reserve the right to sell, destroy or otherwise dispose of such packages without incurring any liability whatsoever to you or any other party.

You agree that we may terminate your account at any time without being liable to you or any third party where you fail to abide by these Service level agreement.

1. Miscellaneous
2. This Agreement supersedes any oral agreement, promise, representation or understanding between parties with respect to shipment.
3. In so far as any provisions contained in this agreement may be contrary to any applicable international treaties, laws, government regulations, orders, or requirements, such provisions shall remain valid and binding as part of our shipping agreement.

iii. Headings are inserted for convenience only and shall not affect the interpretation of the Agreement.

1. The invalidity or unenforceability of any provisions or clause shall not affect other provision(s) in this agreement.
2. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.
3. Any dispute arising out of or in connection with this Agreement or the breach thereof, not resolved by parties, shall be settled by a court of competent jurisdiction in any location where PSI Global Logistics Limited has an office location.