

Terms and Conditions Balikbayan Box Nederland Door to Door service

ADDRESS: Patrimoniumstraat 24, 2613 TN Delft, Netherlands www.balikkbayan-nederland.nl

Tel.: +31 (0)6 344 87 358 or +31 (0)6 344 87 359, e-mail: info@balikkbayan-nederland.nl

By tendering goods and personal effects for shipment from The Netherlands, Belgium or other Europe countries to the Philippines via Balikbayan-Nederland, the Sender agrees to the terms and conditions stated herein. No agent or employee or affiliate of Balikbayan Box Nederland may alter these terms and conditions.

1) **The Export Declaration and Packing List**

Balikbayan Box Nederland declaration and Packing List is non-negotiable and Balikbayan Box Nederland acknowledges that it has been prepared by Balikbayan Box Nederland or by Balikbayan Box Nederland on behalf of sender. Sender warrants that it is the owner of the goods transported hereunder, or it is the authorized agent of the owner of the goods, and that the sender hereby accepts Balikbayan Box Nederland terms and conditions for itself and as agent for and on behalf of any other person having interest in the shipment.

2) **Sender's Obligations and Acknowledgements**

Sender warrants that each article in the shipment is properly described on this Export Declaration and Packing List and has not been declared by Balikbayan Box Nederland to be unacceptable for transport and that the shipment is properly marked, addressed, and packed to ensure safe transportation with ordinary care in handling. Sender hereby acknowledges that Balikbayan Box Nederland may abandon and/or release any item consigned by Sender to Balikbayan Box Nederland which the Balikbayan Box Nederland has declared to be unacceptable or which sender has undervalued for Customs purposes, whether intentionally or otherwise, without incurring any liability whatsoever to Balikbayan Box Nederland and sender will save and defend, indemnify and hold Balikbayan Box Nederland harmless from all claims, damages, fines, and expenses arising there from. Sender shall be liable for all costs and expenses related to the shipment and for costs incurred in either returning the shipment to sender or warehousing the shipment pending disposition. The sender has to TAPED ALL BOXES COMPLETELY for protection in transports. The weight limit of the box is 60kg. The sender sends only PERSONAL EFFECTS and second hand goods.

3) **Right of Inspection of Shipment**

Balikbayan Box Nederland has the right, but not the obligation, to inspect or open any shipment.

4) **Lien on Goods Shipped**

Balikbayan Box Nederland 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, as well as any damages or costs that Balikbayan Box Nederland may incur or suffer as a result of non-declaration, and may refuse to surrender possession of the goods until such charges are paid. Balikbayan Box Nederland shall have a lien on any goods for any damage that may arise as a result of the shipment of such goods even if such goods were declared as belonging to those listed under Item 10. In the event any check paid by sender to Balikbayan Box Nederland pursuant to this contract is returned by the bank, unpaid for any reason, Balikbayan Box Nederland has the right to hold sender's shipment until sender shall have fully paid their obligation herein. If full payment is not received within 30 days from date invoice, sender is considered to have abandoned the shipment and Balikbayan Box Nederland has the right to dispose of sender's consignment in any manner it deems reasonable.

5) **Limitation of Liability**

The liability of Balikbayan-Nederland for any loss or damage to the shipment (which term shall include all goods and effects consigned to Balikbayan-Nederland under this Export Declaration and Packing List) is limited to the amount of € 150 regardless of the declared value in the box.

6) **Consequential Damages Excluded**

Balikbayan Box Nederland shall not be liable, in any event, for any consequential or special damages or other indirect loss, however arising, whether or not Balikbayan Box Nederland had knowledge that such damages might be incurred, including but not limited to, loss of income, profits, interest, utility, or loss of market.

7) **Liabilities Not Assumed**

While Balikbayan Box Nederland will endeavor to exercise its best efforts to provide on-time transit per carrier schedule and in accordance with regular schedules, Balikbayan Box Nederland WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR DELAY IN PICK-UP, TRANSPORTATION, OR DELIVERY OF ANY SHIPMENT, REGARDLESS OF THE CAUSE OF SUCH DELAY. FURTHER, Balikbayan Box Nederland shall not be liable for any loss, or damage, not delivered. Due to act of God force majeure occurrence or any cause reasonably beyond the control of Balikbayan Box Nederland or Caused by: 1) The act, default, or omission of sender, the Consignee or any other party who claims an interest in the shipment (including violations of any term or condition hereof), or of any person other than Balikbayan Box Nederland, or of any Customs or other Government officials, or of any Postal Service, forwarder, or other entity or person to whom a shipment is tendered by Balikbayan Box Nederland for transportation to any location not regularly served by the Balikbayan Box Nederland regardless of whether sender requested or had knowledge of such third-party delivery arrangement; 2) The nature of the shipment or any defect, characteristic, or inherent vice thereof; 3) Electrical or magnetic injury, erasure or other such damage to electronic or photographic images or recordings in any form. C) Value of goods and personal effects not declared in Export Declaration and Packing List. C) Value of goods and personal effects not declared in Export Declaration and Packing List.

8) **Claims**

- a) Every claim must be submitted in writing to Balikbayan Box Netherlands by the sender within 7 days after the delivery date at the destination in the Philippines. Complaining after the time to complain has passed will no longer be considered.
- b) No claim for loss 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 Balikbayan Box Nederland
- c) When claims are paid, Balikbayan Box Nederland will not reimburse the basic cost of shipment, handling, or assessorial fees and related associated with the consignment claimed.

9) **Applicability**

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

10) **Materials Not Accepted For Transport**

Balikbayan Box Nederland will not accept commercial goods (more than a dozen of any kind) and will not carry: Precious Metals, Precious Stones, Fire Arms & Ammunitions, Explosives! Toy Guns, Drugs, Perishables, Lewd, Obscene, or Pornographic Materials, Diamonds, Gold, Combustible Materials. Property the carriage of which is prohibited by law, regulation or statute of any federal, state or local government of any country from, to or through which the shipment may be carried.

Any expenses incurred by Balikbayan Box Nederland on behalf of sender including, but not limited to, taxes, interests, penalties, fines, surcharges, duties, etc. arising from non-declaration shall be reimbursed or refunded by sender upon submission by Balikbayan Box Nederland of proper proof of evidence for such expenses. In such an event, Balikbayan Box Nederland is entitled to hold, retain or impound the shipment as surety for payment until said refund or reimbursement is fully satisfied.