

## **TERMS & CONDITIONS FOR SEABOX ACCOUNT**

In this agreement "we," "our," and "us" refer to SeaBox, its subsidiaries, affiliates, contractors, employees, agents, and subcontractors. "You" and "your" refer to the subscriber, member, account-holder, customer, receiver, consignee, its employees, agents and anyone claiming an interest in the shipment. "Package" or "packages" means any container, goods, merchandise that is accepted by us for delivery. "Shipment" or "shipments" means all mail and/or packages which are tendered to and accepted by us on a single house waybill.

By activating and using the SeaBox service, you acknowledge that you have read, understood, and agree to accept the Terms and Conditions of this agreement. You agree that your shipments may be carried through intermediate stopping places including a country other than the country of departure and we may substitute alternative carriers or vessels.

### **General Information**

- Freight is charged by **actual** weight (per lb).
- **Dimensional** weight calculations (measurements must be in inches) [Length x Width x Height] / 166] is utilized for shipments in excess of 200lbs. It is advisable to request a quotation prior to shipping.
- Maximum suggested weight is 150 lbs per piece (unlimited pieces)
- C.O.D. shipments will be refused
- SeaBox is not liable for damage or loss of items while handled by overseas Postal and Courier authorities
- Persons may share the service, however ALL names MUST be given/entered into the client information in the system.
- The primary account holder will be responsible for all charges and free delivery will be made to only the registered address on the account.
- SeaBox sails from Miami weekly or biweekly, with one (1) week transit from Miami to Trinidad & Clearance within the week after arrival. The sailing schedule is subject to change based on volume of cargo at warehouse and shipping lines sailing schedules at that time.

### **Miami Warehouse – Use of Address & Shipment Processing**

- Once you register, you will receive an email from SeaBox Miami Inc with the Miami shipping address and your personal mailbox/Suite number (STE #). You will be provided with an official physical street address & Mailbox# (Suite#) for your exclusive use. The rights to the physical street address belong to us. Access to the foreign addresses is restricted solely to our personnel. You are only permitted to have packages sent to the shipping addresses and to have the shipments on-forwarded to destination.
- You will receive a notification via email when your package is received and processed in Miami. This email contains a link to your Warehouse Receipt (WR). Any Discrepancies must be stated at

this time so that the relevant correction can be made prior to submission to customs. Please always read the email and follow the instructions as outlined.

- We will identify packing materials (i.e., cartons, boxes, tubes, envelopes, etc.) that are opened or in damaged condition upon arrival at our physical address, and shall make a notation that the shipment was opened or in damaged condition. No claims will be accepted nor honoured by us with respect to these items, and we will have no liability or responsibility.
- The shipment may, at our option or at the request of governmental authorities, be opened and inspected by us or such authorities at any time.

### **Duty & Taxes on Shipments**

- A commercial invoice (or any invoice), regardless of the value must accompany all non-document (Bonding) shipments. A delay may occur, pending receipt of proper documentation.
- Customer's shipments consisting of books, CD's, clothes, documents etc., will be cleared automatically as "Non Trade", unless prior arrangements have been made in writing.
- Customs & Excise request that a "Formal Entry" be done for "Trade" shipments that are "Dutiable"; therefore if Customs deems a shipment as such and it is "Bonded" you will receive the necessary documentation for clearance in these instances.
- SeaBox can provide contact details of a recommended Broker for the preparation and lodging of "Formal Entries", should you so require.
- Duty paid on "Non-Trade" shipments (on your behalf) is C.O.D. ONLY.
- A Fee may be charged for clearance of dutiable items that incur Duties, Consumption Tax, and/or Customs Service Charges.
- 'Non Trade' shipments are packages imported for personal use.
- 'Trade' shipments are packages imported for commercial use and/or for which their value exceeds the legal limit for 'Non Trade'

### **Responsibility For Payment**

- The Account-holder/email address on the account will receive an invoice once the shipment has been cleared by Customs. This will signify that your package(s) is/(are) ready for collection or delivery.
- The Account-holder will always be primarily responsible for all charges including membership and subscription, transportation charges, all duties, customs assessments, governmental penalties and fines, taxes, brokerage fees, outlays, and our reasonable attorney fees and legal costs and disbursements related to this package in the case of default in payment.
- You will be responsible to pay for all the charges associated with all packages you receive, even if the packages received were unsolicited by you, were received opened or in a damaged condition, or the contents fail to correspond to the items you ordered. You will also be

responsible for any costs we may incur in returning the shipment to you, the consignor, or warehousing it pending disposition.

- We are not obligated to advance any customs, government, or carrier's fees or assessments, penalties, fines, or any other accessorial clearance fees, and may at our sole discretion request certified funds or cash from you before submitting an entry for clearance to Customs.
- We have the right to suspend service should your account not be in good standing, until the amount due is paid in full, and you expressly acknowledge and agree with this right. In the event that payment is not made prior to or upon delivery, packages will not be released unless a prior agreement of credit for a specified period is instituted.

### **Box Protection**

- This fee is mandatory and cannot be opted out of.
- Coverage commences from the time the goods leave the shipper and/or supplier's place of business and remains in force for fifteen (15) days after vessel discharge or delivery, whichever occurs first.
- Household goods and personal effects must be properly packed for export and be delivered to the Miami warehouse with a packing list which includes values.
- Excluded from coverage are: weapons, firearms, explosives, aerosol cans, perishables, seeds, plants, catalogues, magazines, personal mail, bank statements, cash, negotiable securities, drugs, controlled substances, animal skins, fine jewelry and tobacco.
- New merchandise is protected against physical loss or damage from any external cause. There is no coverage for used merchandise.

### **Restricted Commodities**

- Hazardous materials, cash, perishables, negotiable securities, animal skins, firearms, stun guns, fireworks, matches, lighters, drug paraphernalia, pepper spray, live plants, etc. Please contact us for confirmation when in doubt.

### **Disposal of packages**

- Packages will be disposed if not claimed within 90 days after delivery to the Miami warehouse

### **DISCLAIMER**

**In no circumstances shall SeaBox be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof:**

- **for any increased costs or expenses;**
- **for any loss of profit, business, contracts, revenues or anticipated savings, or**

- **for any special indirect or consequential damage of any nature whatsoever, including, but not limited to, loss of use, loss of business or loss of profits,**
- **arising directly or indirectly out of the provision by SeaBox of any of its Services, or of the performance, non-performance or delayed performance by SeaBox .**

We are not liable for delays in delivery, damages of any kind (whether direct, indirect, incidental, special, or consequential) including but not limited to loss of income, loss of interest, loss of profit, loss of business opportunity, loss of use of contents, breach of other contracts, or any loss or damage arising from the inherent nature of the goods, whether or not we had knowledge that such damage might be incurred, even if the delay is our fault in retrieving the shipment, transporting the shipment, or delivering the shipment. We will not be liable for your acts or omissions, including but not limited to incorrect declaration of goods, improper or insufficient packaging or marking or addressing of the shipment, or for acts or omissions by the consignor or consignee or anyone else with an interest in the shipment. Also, we will not be liable if you or the consignor violates any of the terms of the agreement. We do not accept for shipment cash, currency, or other security instruments.

Also, we will not be held liable for loss, damage, or delay caused by any events we cannot control, including but not limited to acts of God, "force majeure", or the action or omissions of any governmental or public authority (including but not limited to Customs or health officials), or omission by anyone outside of us. We reserve the right, without admitting liability, to refund transportation charges at its sole discretion, but are not obligated to do so.

Any dispute hereunder, including any dispute or claim which you may have, shall be heard exclusively in the courts of original jurisdiction, Port of Spain, Trinidad, The West Indies and you agree to submit to the jurisdiction of said courts. If any provision herein is found to be invalid, unenforceable, ambiguous and/or illegal, such provision shall not affect the remaining provisions, and such remaining provisions shall continue in full force and effect.