

PCL Imports Ltd. Shipping Terms and Conditions

PCL Imports Ltd. reserves the right to change our terms & conditions at any time without notice. Items shall only be received by PCL Group International LLC (USA) and PCL Imports Ltd. (Bahamas) for forwarding on the following terms and conditions:

PCL Imports Ltd. shall act as forwarding agents and not carriers. We shall only be liable for the willful neglect or default of ourselves and our employees and all claims shall be limited to the aggregate amount of the fees paid to us pursuant to this Agreement or the value of our [professional indemnity] insurance, whichever amount is less. In no event shall we be liable for any other neglect, default, matter or thing or any consequential, special, indirect or incidental loss, damage or expense whatsoever. Customer further acknowledges that PCL Imports Ltd. shall be entitled to the benefit of any defense of contributory negligence (regardless of the cause of action on which the claim is founded) and our liability (if any) shall abate in accordance with any finding of contributory negligence made by the Bahamian court.

PCL Imports Ltd. shall be entitled to use our own discretion as to the route or type of carrier (air and ocean) if no route for dispatch or carrier is indicated by the Customer.

Items received and shipped by PCL Imports Ltd. will be shipped as they arrive on a first in first out basis on the next available flight or vessel unless consolidation is requested in advance of items being delivered to our warehouse and our consolidation request protocols are followed. Notwithstanding any consolidation request that may be received, PCL Imports Ltd. reserves the right to ship items as needed in order to comply with any regulations or conditions that may exist in our USA warehouse operations. Consolidation requests should be made in writing via email and be accompanied by specific instructions and the invoices for the items to be consolidated.

PCL Imports Ltd. shall not be responsible for any accident or for any act, neglect or default whether willful or otherwise on the part of our agents or those for whom we contract in respect of the items to be forwarded, whether such be carriers by air, land or sea or warehouse keepers or other persons. We shall not be responsible for any money paid or remitted by us to any such persons in respect of the items to be forwarded, whether for the purpose of paying duties or charges in respect of the items or otherwise. PCL Imports Ltd. Will not be held responsible for items once they leave our custody and as such responsibility for items being shipped immediately transfers from PCL Imports Ltd. to the Customer once delivery has been made and the items received by the customer. PCL Imports Ltd. will not be responsible or liable for any shipping delays or losses whatsoever due to international or Bahamas holidays, banking holidays, or delays due to weather conditions or

mechanical failure of the shipping carrier. All claims in connection with any missing or damaged items will be made directly with the shipping carrier first and if such claims are denied, PCL Imports Ltd. will submit a claim with our own insurance carrier. Insurance will be invoiced to the customer at either our minimum or variable rate whichever is greater in accordance with our insurance terms and conditions.

PCL Imports Ltd. shall only forward items subject to the contracts, conditions and regulations of the various persons, companies or authorities into whose possession the items may pass.

LOSS OR DAMAGE

In no event shall PCL Imports Ltd. be responsible for any loss or damage arising to the items where our agents or connections, or the carriers or others in whose possession the items were at the time that such loss or damage occurred. PCL Imports Ltd. will not be held responsible for concealed damage* where items may have been damaged in transit to our USA address or damaged when outside of our possession and/or control. Where a package or shipment has been received already shrink wrapped and or boxed (not packaged by us) and there are no obvious signs of damage to warrant a further inspection, PCL Imports Ltd. will not be held responsible for items received by the client as damaged when the damage may have occurred outside of our possession or control.

*Definition of concealed damage:

Damage to the contents of a package that is not apparent until the package is opened.

Further, PCL Imports Ltd. will only submit a claim for damage or loss where:

- The invoice for all services has been paid in full.
- The damage is reported within the specified time frame allotted (24 hours) after receipt.
- The damage or loss is proven to have occurred while under the care & control of PCL Imports Ltd.
- The Invoice was provided in advance of the item arrival & the incident of damage or loss.

Where damage or loss has occurred and responsibility accepted by PCL imports Ltd, the amount reimbursed will be only up to the amount indicated on the invoice provided by the client.

All items and especially Items of a fragile or perishable nature should be received in packaging suitable for export and shall be forwarded in the packaging as received unless repackaging is requested at the customer's expense and will be insured according to our insurance terms and conditions. Where additional packaging has been used to repack,

costs for the service and materials will be added to the customer invoice.

VENDOR INVOICES

The customer has an obligation to supply our office via email or fax, all invoices and receipts for items being shipped to the USA address before the item's arrival at the warehouse and items being delivered should be accompanied by an invoice. Failure to provide such documentation may delay the timely shipping of your items. PCL Imports Ltd. is required by law to declare full value (purchase price) of the items being shipped on any waybills or customs documentation. PCL Imports Ltd. will not declare a lower value on packages than the purchase price paid as indicated on the invoice and furthermore PCL Imports Ltd. expressly reserves the right to reject the presentation of invoices to Customs that appear altered, inaccurate, illegible or that do not meet the electronic standard accepted by Customs in which case the Customer will be issued a bill for freight services only and the Customer will be required to effect their own customs clearance. PCL Imports Ltd. will not be responsible or liable for fines that may be levied by Bahamas Customs due to invoices that are deemed inaccurate or rejected by Customs.

INVOICING

Customer will be invoiced for all freight charges plus any applicable documentation, handling charges, brokerage and delivery charges on all packages and shipments. A rate sheet can be obtained by contacting our office. The rates published are for items consisting of ordinary merchandise. Items of high value or hazardous will be charged at special rates. Foreign customs duty and charges, portage and local delivery expenses will be additional to the rates of carriage, unless otherwise stated. Unless a special agreement is made as to the rate of carriage, PCL Imports Ltd. expressly reserves the right to charge by the greater of actual or dimensional weight in accordance with international standards.

Unless special payment terms have been agreed, invoices for delivered items are due upon receipt. For shipments collected from our office, Customer has 48 hours after being notified by e-mail or phone to collect items in Nassau and pay any outstanding charges, after which a minimum late fee plus any applicable finance charges will be added to the customers invoice. After seven (7) days, PCL Imports Ltd. expressly reserves the right, in our sole and absolute discretion, to sell any uncollected items to recover disbursements for customs duties and other fee paid on behalf of the customer. Should the proceeds of such sale not cover the amount owed, the customer shall remain liable for the difference.

All payments to PCL Imports Ltd. shall be paid in Bahamian dollars and all currency conversion

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costs (if any) shall be paid by the Customer. PCL Imports Ltd. accepts payment online thru CIBC/First Caribbean & PayPal, cash, credit card, company & certified checks. In our sole and absolute discretion, PCL Imports Ltd. expressly reserves the right to hold Customer's items until checks have cleared. Please consult with our office regarding payment options and their respective fees.

DESCRIPTION OF GOODS

The description and particulars of the Goods and any description, particular or other representation appearing on the Goods or documents relating thereto are furnished by the customer or merchant, and warrants to PCL Imports Ltd. that the description, particulars and any representation made, including but not limited to weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

The customer/merchant warrants it has complied with all applicable laws, regulations and requirements of Customs, port and other authorities and shall bear and pay all duties, taxes, fines, expenses and losses incurred by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering, addressing or any other particulars relative to the Goods.

PAYMENT OF CUSTOMS DUTIES & TAXES

At its discretion, PCL Imports Ltd. may as a courtesy pay all customs duty and taxes for a dutiable amount under \$500 on behalf of the Customer however the Customer is responsible for reimbursement of these costs to PCL Imports Ltd. along with any and all service fees immediately upon receipt of our invoice or within the time specified on our invoice plus any disbursement fees if applicable per our published rates. PCL Imports Ltd. expressly reserves the right to pre-bill the Customer for invoices that have a combined freight and/or dutiable amount that exceeds \$500 and to hold items until invoices are paid in full. In addition, PCL Imports Ltd may hold any shipment or decline to pay customs duties & taxes for any Customer whose account is not in good standing. All invoices sent to any Customer that include customs duties & taxes are sent *pending customs approval* whether the duties & taxes have been paid or whether or not the goods have been released. Bahamas Customs has the express right to reject any entry or declaration for any shipment for whatever reason they deem necessary pending final audit or approval.

CUSTOMS DECLARATIONS

Where PCL Imports has submitted a customs declaration on behalf of the customer, it is the Customer's responsibility to clearly define and declare on any invoice, all goods that are duty exempt with documentation to support the same. All declarations are subject to approval by Bahamas Customs. PCL Imports Ltd. will not be held liable for any duty paid or duty exempt

submission that is rejected by Bahamas Customs for inadequate supportive or descriptive documentation.

EXPORTS

Items being shipped outside The Bahamas may be subject to import duties, taxes, and tariffs imposed by the country of destination and Customer is responsible to pay the import duties and taxes incurred by Customs when the items arrive at such destination. PCL Imports Ltd. is not responsible for any duties, taxes, or tariffs incurred by the importation of items into [the country of destination] [countries other than the United States]. Customer is responsible to pay all duties, taxes, and tariffs as billed by the PCL Imports Ltd. and/or the shipping carrier and imposed by the Customs and Import Department of the country of destination.

For international shipments leaving the Bahamas, actual shipping may exceed estimates and we expressly reserve the right to assess any additional charges incurred. Customer will be informed of any additional charges and undertakes to pay such charges once due.

Should any shipment be seized or refused entry by Customs Officials for any reason whatsoever, PCL Imports Ltd. will not issue any refunds for import or export services. If Customer refuses or returns any items, no international shipping charges or fees paid by PCL Imports Ltd. on Customer's behalf will be refunded.

Customer acknowledges that customs regulations outside of the Bahamas vary by country and certain regulations may be obscure. If any items are refused by Customs Officials for failure to comply with any obscure regulations of the country of destination, then and in such event PCL Imports Ltd. expressly reserves the right, in our sole and absolute discretion, to retain all shipping, handling & service fees and we will not be responsible or liable for any losses whatsoever. Customer further acknowledges that all shipping and handling costs to be incurred in connection with the return, re-packaging and re-shipment of any undeliverable items will be the Customer's sole responsibility and must be pre-paid by the Customer before re-shipment.

PACKAGE RECEIVING

Packages should be addressed as follows:

CUSTOMER NAME c/o PCL Imports
991 S. State Road 7, Suite G8
Plantation, FL 33317

PCL Imports Ltd. will not be held responsible for lost packages or delays in shipping due to items improperly addressed. PCL Imports Ltd. shall, at any time, be entitled to inspect, reweigh, remeasure the contents of any package or shipment and, if any of the particulars furnished by the vendor or carrier are found to be

incorrect, the charges shall be adjusted accordingly and the customer shall be responsible to pay the correct charges and all expenses incurred in checking said particulars. Packages will be received within our specified hours for receiving only.

Where PCL Imports Ltd. has received & signed digital or electronic devices confirming receipt of packages and no invoice or packing list has been provided to verify the contents of those packages, PCL Imports Ltd. will not be held responsible for items that may be deemed to be missing from those packages or shipments whereas the proper documentation was not provided to verify the same.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of The Bahamas. The person executing this Agreement on behalf of the Customer (if a company) warrants to PCL Imports Ltd. that he is duly authorized by the Customer to execute this Agreement for and on behalf of the Customer.