

TERMS AND CONDITIONS

By tendering goods and personal effects for shipment via **R&R Global Express (R&R)**, the **SHIPPER** agrees to the **TERMS AND CONDITIONS** stated herein and the declarations of the **SHIPPER** made in the Bill of Lading and the Packing List which are incorporate herein by reference. No agent or employee of **R&R** or the **SHIPPER** may alter these terms and conditions.

1. THE BILL OF LADING

R&R's Bill of Lading is non-negotiable and the **SHIPPER** acknowledges that it is prepared by the **SHIPPER** or **R&R** on behalf of the **SHIPPER**. The **SHIPPER** 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 it hereby accepts **R&R's** Terms and Conditions for itself for and on behalf of any other persons having interest in the shipment.

2. SHIPPER'S OBLIGATION AND ACKNOWLEDGEMENTS

The **SHIPPER** warrants that each article in the shipment is properly described on the packing list and has not been declared by **R&R** to be unacceptable for transport, and that the shipment is properly marked, addressed and packed to ensure safe transportation with the ordinary care in handling. The **SHIPPER** hereby acknowledges that **R&R** may abandon and/or release any item consigned by the **SHIPPER** to **R&R** which **R&R** has declared to be unacceptable or which the **SHIPPER** has undervalued for Customs' purposes or misdescribed herein whether intentionally or otherwise, without incurring any liability whatsoever to the **SHIPPER** and the **SHIPPER** will save and defend indemnity and hold **R&R** harmless from all claims, damages, fines and expenses arising there from. The **SHIPPER** shall be liable for all cost and expenses related to the shipment and for cost incurred in either returning the shipment to the **SHIPPER** or storing the shipment pending disposition.

Any expense incurred by **R&R** on behalf of the **SHIPPER** including, but not limited to, taxes interest, penalties, fines, surcharges duties, etc arising from non-declaration or misdeclaration shall be reimbursed or refunded by the **SHIPPER** or consignee upon submission by **R&R** of proper proof or evidence of payment until said refund or reimbursement is satisfied.

3. RIGHT OF INSPECTION OF SHIPMENT

R&R reserves the right, but not obligation, to inspect any shipment including, without limitation, opening the shipment **R&R** deems misdescribed or mis declared.

4. LIMITATION OF LIABILITY

The liability of **R&R** for any loss or damage to the shipment which term shall include all goods and effects consigned to **R&R** shall under the Bill of Lading and/or packing list is limited to a maximum of

A: NZD300.00 for the box or;

B: the actual amount of loss or damage to the goods and effects whichever is lower.

5. LIABILITIES NOT ASSUMED

While **R&R** will exercise its best effort to provide expeditious delivery in accordance with regular delivery schedules, **R&R** will not in any circumstance be liable for:

1: Delayed shipments

2: Damaged goods, if such items or goods are considered fragile, breakable or leaking

3: Loss of valuable such as precious gems, jewellery, watches money, etc.

Further **R&R** shall not be liable for any loss, damage, mis-delivery or non-delivery:

A: Due to Act of God, Force Majeure occurrence or any cause reasonable beyond the control of **R&R** or

B: Caused by:

(i) The act, the fault or omission of the **SHIPPER**, the Consignee or any other Party who claims an interest in the shipment (including violation of any Terms and Condition hereof) or any other person other than **R&R** or of any Customs or Government officials, or of any Postal Service, Forwarder or any other entity or person to whom the shipment is rendered by **R&R** regardless of whether the **SHIPPER** requested or had knowledge of such Third-Party delivery arrangement.

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

(iii) Electrical or magnetic injury, erasure, or damage of electronic or photographic images or recording of any form

C: Value of goods and personal effects not declared in the Packing List or Bill of Lading.

6. CONSEQUENTIAL DAMAGE EXCLUDED

R&R shall not be liable, in any event, for the consequential or special damages or indirect loss, however arising whether or not **R&R** had knowledge that such damage might be incurred, including, but not limited to, loss of income, profits, interest, utility or loss of market.

7. CLAIMS

A: Any claim must be brought by the **SHIPPER** and emailed to **R&R Global Express**, info@rrglobalexpress.com within 30 days of delivery to the destination. No claim will be made against **R&R** outside that time limit.

B. A receipt or proof of ownership is required in every claim. If not provided, **R&R** will only pay half of the maximum Liability per box as stated in Term 4, Section A under the heading **LIMITATION OF LIABILITY** or to the total cost of the item/s being claimed for whichever is lower.

C. 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 **R&R**.

D. When claims are paid, **R&R** will not reimburse the basic cost of shipment, pickup, duties and delivery charges.

8. APPLICABILITY

These **TERMS AND CONDITION** shall apply to and inure to the benefit of **R&R** and its authorized agents and affiliated companies, their officers, directors and employees.

9. MATERIALS NOT ACCEPTED FOR TRANSPORT

R&R will not carry:

- Currency
- Firearms
- Explosives
- Precious metals
- Drugs
- Jewellery
- Perishables
- Other items are described below:
- Negotiable instruments in bearer form; lewd or pornographic materials; industrial carbons or diamonds; combustible materials, Property the carriage which is prohibited by Law, Regulation or Statute of any government, national or local, of any country from, to or through which the shipment may be carried. Any material which may be considered "hazardous material and dangerous goods".

10. LIEN ON GOODS SHIPPED

R&R 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 and may refuse to surrender the possession of goods until such charges are paid.