



BDZ SHIPPING SERVICES HIGHLIGHTED TERMS & CONDITIONS

Departure and Arrival Times: Departure and arrival times cannot be guaranteed as with shipping, there can be delays that are outside the company's control, so always leave sufficient time for a delay in your timings. We ship every week to Kingston, Please be advised that once your goods are delivered or collected we request payment in full.

Agreement to Terms: By placing an order with the company or signing the invoice, you as our customer agree to these terms and conditions.

Correct Delivery Details: You are bound to make sure the details of the consignee and goods on and in the packaging do not differ to those in the paperwork. Even small spelling mistakes in these details can result in fines imposed on you.

Proper Packaging and Accurate Description of Goods: Since we do not have the knowledge of exact nature of each item, you will be solely responsible for any irregularities or damages arising from the contents of the packages. Furthermore, you need to ensure that all goods in general and fragile goods, in particular, are suitably wrapped and packed for sea transport. Cargo can sometimes hit rough weather during transit, which can result in damage if the goods are not suitably packaged. We cannot accept claims for damage howsoever caused.

Cancellation Policy: Cancellation of the order by the customer can only occur if the goods are still in our warehouse. Once the goods have left the warehouse, the customer cannot cancel the order.

Postal, Whatsapp and Email Notifications: We will send out notifications via one of these methods Postal, whatsapp and Email message for booking confirmations and sailing information.

Please do not reply to these notifications as they are not monitored communications.

Duties, Landing fee and Taxes: You will be expected to pay Landing fee, Whaft fee, duties, taxes. If any doubt how to do this, please speak to the agent who will instruct you what to do.

For our full BDZ (Brighterdayz Trading limited) Terms and Conditions please see the following page.



Brighterdayz Trading Limited Freight Forwarder Terms and Conditions

These Terms and Conditions apply to all services provided by Brighterdayz Trading Limited in accordance with the British International Freight Association (BIFA) Standard Trading Conditions, 2021. These terms define the company's responsibilities to you, the company's customers, limitations to the company's liabilities and also describe your responsibilities as customers.

1. Definitions

- **"Services"** refer to freight forwarding services, services of any kind and whether physical, advisory or otherwise relating to the carriage, consolidation, storage, handling, packing or distribution of Goods as well as all ancillary and advisory services in connection therewith, including but not limited to selecting any performing third parties or the route and method of work, procuring insurance and collecting or procuring payment or documents relating to Goods.
- **"Company"** refers to the company providing the services described under these terms and conditions.
- **"Customer"** refers to the individual or company entering into an agreement with the company for the provision of services.
- **"Goods"** refer to the items being shipped by the customer via the company.
- **"In writing"** includes agreements, booking orders, emails and any messages or recordings concluded by electronic means.

2. Agreement to Terms

By placing an order with the company, the customer agrees to these terms and conditions. This agreement is binding upon the placement of the order.

3. Scope of Services

The company will provide the following services to the customer:

Coordination of Transport: Coordination of the transport of goods from the place of origin to the place of destination, including arranging for the carriage of goods by sea, air, road, or rail.



Document Preparation: Preparation of documents necessary for the transport of goods, including bills of lading, air waybills, and insurance documents.

Transport Advice: Advice on the most suitable and economical mode of transport for the goods.

Third Party Service Providers: (“**the Company**”) acts solely as agents, on behalf of its customer(s) (“**the Customer**”) in contracting the service of third party service providers for transportation and customs brokerage needs (the “**Third Party Service Provider**”). The Company may engage Third Party Service Providers to carry out the following services including but not limited to ocean, air, rail, and road carriers, other freight forwarding agencies, storage, terminal and warehouse facilities. The Company will on request by the Customer, provide evidence of any contracts made on their behalf.

4. Applicability

- These terms and conditions apply to all Services undertaken by Brighterdayz Trading Limited.
- These Conditions shall also apply whenever any claim is made against any employee, agent or independent contractor engaged by the Company to perform any transport or related services for the Customer’s goods, whether such claims are founded in contract or in tort, and the aggregate liability of the Company and all such persons shall not exceed the limitations of liability in these conditions. ‘

5. Collection Process

- If transport has been requested, please note that the company’s collection and delivery times are between 9 am to 5 pm everyday.
- Company’s driver will endeavour to call approximately 10 minutes before arrival. Failure to answer will result in the driver not calling at the customer’s premises. It is not possible to arrange collections at specific times.
- The customer will incur wasted journey charges if the driver does not have safe and legal access to the cargo. Ground floor collections only.

6. Departure and Travel Times

Departure and arrival times cannot be guaranteed as with shipping there can be delays that are outside the company’s control, so always leave sufficient time for a delay in your timings. Your



shipment will be shipped off on the next available container, By signing your invoice you have agreed to these terms and conditions.

7. Freight Dimensions & Weight

- The freight is based on the weight and dimensions that the customer has supplied.
- The cargo will be remeasured at the company's depot and if these dimensions differ, the customer's freight will be adjusted accordingly.

8. Obligations of the company

- The Company warrants that it will select Third Party Service Providers and carry out its services with reasonable care and within a reasonable amount of time after receipt. It will also make every reasonable attempt to carry out specific Customer requests and instructions, subject to the limitations of these Terms & Conditions.
- If at any stage in any transaction, the Company should reasonably consider, due to unforeseen events or circumstances, that there is a good reason to depart from the Customer's instructions, the Company shall be permitted to do so and shall not incur any additional liability as a consequence of such decisions or actions.
- If after a contract or agreement has been made, events or circumstances come to the Company's attention that in its sole opinion make it completely or partially impossible to complete the Services, the Company shall take all reasonable steps to inform the Customer of such events or circumstances and seek further instructions as to how to proceed. If the Customer fails to instruct the Company within a reasonable period relative to the severity of the event, the Company shall be permitted to take any such action, as it deems necessary in its sole discretion to best mitigate the situation for all concerned and shall not incur any additional liability as consequence. In such circumstances, the Customer will pay the Company all additional costs incurred in order to fulfill the Services.

9. Customer Obligations

- The Customer shall be deemed to be competent and to have reasonable knowledge of areas and issues affecting the conduct of their business including terms of sale and purchase, the need for insurance and the extent of coverage available for the type of goods being tendered for shipment, the need to preserve and retain documentation, the need for care to avoid transmitting virus by electronic communications, the need for the confidential handling of information to high valued goods.



- The customer is bound to make sure the details of the consignee and goods on and in the packaging do not differ to those used in the paperwork. Even small spelling mistakes in these details by the customer can result in fines to the customer.
- The Customer shall give sufficient and executable instructions in the sole discretion of the Company within a reasonable amount of time to allow the Services to be carried out as requested and to assist with the prevention of potential penalty fees such as demurrage, detention, fines or other.
- The Customer warrants that it is either the Owner or his consignee and that it is accepting these Conditions not only for itself, but also as consignee for and on behalf of the Owner. Under these terms and conditions, the liability will lie on the owner and his consignee.
- All goods tendered for shipping will be properly and appropriately packed, stowed, unitized, and well marked for shipping by the Customer in a manner suitable for the shipping method chosen and to safeguard the contents from the risks associated with the transportation mode(s) to be used. The Customer also warrants that the materials used in the packaging conform to any current, governmental regulations in place in the potential jurisdictions through which the cargo may travel from origin to the final destination. The Company will not accept responsibility for damage caused as a result of inadequate packaging.
- The Customer warrants that all information in whatever form relating to the general character of the goods, their description, bar-coding, and quantity of the goods, as furnished by the Customer or on its behalf, was accurate and complete at the time the goods were taken in charge by the Company or any Third Party Service Providers whose services it has engaged. The Customer further undertakes to provide independent confirmation of such particulars on the request of the company. All consequences including penalties and fees resulting from incorrect declaration will be borne by the Customer.
- Except to the extent that Company is liable according to these terms, the Customer shall indemnify Company for all liability incurred in the performance of the Services including liabilities incurred by the Company or the local agent, in case of unforeseen circumstances, where it acts in the best interest of the Customer.

10. Cancellation Policy



If the customer wishes to cancel this booking, this must be done a minimum of 5 working days and in writing before the collection/delivery date. Bookings cancelled after this time will incur a charge.

11. Payment Terms

- Payment must be completed before the goods leave the port of the destination country.
- In the event that the customer does not complete customs clearance within 7 days of the goods arriving at the port, the goods may be taken into custody by the government or auctioned off.
- On account of customer's failure to make payment in full, the company will not be liable for any loss or damage resulting from this process.

12. Invoice

- The invoice issued by the company will include the shipping fee and landing fee only.
- The company provides home delivery services in only in case of small items including but not limited to barrels, small boxes and small packages.
- Large items can only be delivered through recommended delivery services.

13. Duties, Landing fee and Taxes

Any additional fees, including but not limited to Landing fee, Whaft fee, duties and taxes, are the sole responsibility of the customer. The company will not be responsible for these additional costs.

14. Customer's Description of Goods

- The Customer warrants that all information in whatever form relating to the general character of the goods, their description, bar-coding, and quantity of the goods, as furnished by the Customer or on its behalf, was accurate and complete at the time the goods were taken in charge by the Company or any Third Party Service Providers whose services it has engaged. The Customer further undertakes to provide independent confirmation of such particulars on the request of the company. All consequences including penalties and fees resulting from incorrect declaration will be borne by the Customer.



- Since the company does not open the packages, it has no knowledge of the exact nature of the items. Therefore, the company will not be responsible for any irregularities or damages arising from the contents of the packages.

15. Liability and Limitations

The Company shall only be liable for damage, loss, shortage, or delay while the Goods were:

- in the actual custody of the Company
- under its direct and actual control; and
- The company shall not be liable for any loss or damage to the goods unless such loss or damage is caused by the company's negligence or willful misconduct.

Without prejudice to any other conditions contained herein, the Company will not be held liable for:

- Loss or damage for any cause, event or labor disruption, whether legal or not, where the Company or its agents using reasonable diligence could not avoid.
- Indirect or consequential loss or damage including, but not limited to: loss of market, loss of profit, revenue, interest, loss of good will, business interruption, work stoppage or other.
- Loss of, damage to or consequential or indirect loss caused by delay or deviation or in connection with the transportation of goods.

The Company shall also not be liable for any loss or damage whatsoever arising from:

- the act or omission of the Customer or any person acting on his behalf,
- compliance with the instructions given to Company by the Customer, or any other person entitled to give them,
- insufficiency of the packing or labelling of the Goods except where such service has been provided by Company,
- handling, loading, stowage or unloading of the Goods by the Customer or any person acting on their behalf
- inherent vice of the Goods.



16. Insurance

- No cargo or other insurance will be effected by Company, except upon express instructions given in writing by the Customer. All insurances effected are subject to the usual exceptions and conditions of the policies of the insurers underwriting the risk. Unless otherwise agreed in writing, the Company shall in any event be under no obligation to effect a separate insurance on the Goods but may decide to take out necessary insurance at its discretion.
- The company's liability is limited, often excluded and may not cover the value of the customer's cargo, therefore we recommend that the customer insures his cargo.
- In case of any partial or total loss or damage of the cargo, occurred as a result of transportation, the Company shall assist the Customer in collection of documents requested by cargo insurance company.
- Any cargo related claims against the Company shall be supported by the third party and independent cargo damage survey report.
- Should the Customer insure the Cargo through an insurance company of their choice, the Customer shall provide a copy of insurance policy to the Company and hold harmless, protect the Company from any related claims, and seek settlements of claims from their appointed insurance company.

17. Compensation to the Customer

- These terms and conditions are in place to pay a fixed amount of compensation only in the event of an entire package and/or motorcar becoming lost in transit. It does not extend liability for damage of or loss of individual items within a package. It does not extend liability for damage to or loss of individual items within a motorcar.
- Fragile items including glass may become damaged during transit regardless of packaging for which the company shall not accept responsibility.

18. No Set-Off

All monies due to Company shall be paid without any abatement, reduction, deferment, set-off or counterclaim.

19. Lien



- Company has a lien on all goods and documents in its possession, control, or custody for all amounts due by the Customer to Company on any account. Any storage or other charges shall continue to accrue on any goods, which are detained under lien.
- On giving at least 14 days (or in the case of perishable goods such shorter period as is reasonably practical in all the circumstances) notice in writing to the Customer Company has liberty to sell or otherwise dispose of all goods or documents on which it has a lien as agent for, and at the expense of, the Customer and to apply the proceeds in or towards the payment of any sums due from the Customer.

20. Governing Law and Dispute Resolution

These terms and any business conducted thereunder shall be governed by and construed in accordance with the laws of England and all disputes arising under or in connection with the same shall be referred to arbitration in London