

SHIPPER'S EXPORT DECLARATION AND PACKING LIST



FOREXCARGO
WE DELIVER LOVE

Forex Cargo Pty Ltd
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DELIVER TO / CONSIGNEE		SENDER		FOREX USE ONLY
Name: _____		Name: _____		BOX TYPE
Address: _____		Address: _____		
				DATE
Ph: _____	Mb: _____	Ph: _____	Mb: _____	INVOICE NO.
Email: _____		Email: _____		AUS

THIS PACKING LIST IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE

QTY	FOODSTUFF	QTY	TEXTILES/ LINEN	QTY	COSMETICS / TOILETRIES	QTY	FOOTWEAR / BAGS

QTY	KITCHEN / GLASSWARE	QTY	ELECTRICAL APPLIANCES	QTY	TOYS / MISCELLANEOUS	QTY	OTHERS

CERTIFICATION	
<p>This is to certify that I am the sender of the above items; that the above detailed list is the true and correct description of the goods contained in this box being sent to the Philippines; that there are no undeclared, restricted, illegal or banned items, including firearms, ammunition, illegal drugs, combustible goods, included in this shipment; and that my freight forwarder, FOREX CARGO PTY. LTD. or it's break bulk/consolidation agent, U MAC Forwarders Express INC. 130 Ipil ST. Corner Ipil EXT. Marikina Heights, Marikina City 1810 Philippines, is authorized to clear the above shipment through customs and is under contractual obligation to ensure that duties, tax, charges, penalties and other expenses due on the shipment and/or incurred for its release are paid.</p>	
<p>X _____ Signature of Sender</p>	<p>_____ Forex Australia Representative</p>
<p>This is to certify that it shall be the contractual responsibility of both FOREX CARGO PTY. LTD. and U MAC Forwarders Express INC., to ensure that (1) duties, tax, charges, penalties and other expenses due on the shipment and/or incurred for its release are paid; and (2) required customs clearances are secured.</p>	
<p>By signing this form, I agree that I have read and understood all of the Terms and Conditions set by Forex World Pty Ltd which are written on the back of the pink copy of this Shipper's Export Declaration And Packing List.</p>	

**THIS FORMS PART OF A CONSOLIDATION SHIPMENT COVERED BY A DELIVERY ORDER DECLARED HEREIN.
TERMS AND CONDITIONS**

By tendering goods and personal effects for shipment via Forex, ("Company"), the Shipper agrees to the terms and conditions stated herein and the declarations of the Shipper made in the Invoice which are incorporated herein by reference. No agent or employee of "Company" or the Shipper may alter these terms and conditions.

1. THE INVOICE.

The "Company" Invoice is nonnegotiable and the Shipper acknowledges that it has been prepared by the Shipper or by the "Company" 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 the "Company's" terms and conditions for itself and as agent for and on behalf of any other person having interest in the shipment.

2. SHIPPER'S OBLIGATION AND ACKNOWLEDGEMENTS.

The Shipper warrants that each article in the shipment is properly described on this invoice and has not been declared by the "Company" to be unacceptable for transport, and that the shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling.

The Shipper hereby acknowledges that the "Company" may abandon and/or release any item consigned by the Shipper to the "Company" which the "Company" has declared to be unacceptable or which the Shipper has undervalued for Customs' purposes or misdescribed hereon, whether intentionally or otherwise, without incurring any liability whatsoever to the Shipper and the Shipper will save and defend, indemnify and hold the "Company" harmless for all claims, damages, fines and expenses arising therefrom.

The Shipper shall be liable for all costs and expenses related to the shipment and for costs incurred in either returning the shipment to the Shipper or warehousing the shipment pending disposition.

3. RIGHT OF INSPECTION OF SHIPMENT.

The "Company" has the right, but not the obligation, to inspect any shipment including, without limitation, opening the shipment.

4. LIEN ON GOODS SHIPPED.

The "Company" 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 possession of the goods until such charges are paid.

5. LIMITATION OF LIABILITY.

The liability of the "Company" for any loss or damage to the shipment (which term shall include all goods and effects consigned to the "Company" under this Invoice) is limited to the lesser of:

- a.) A\$200.00 for any Forex box
- b.) The actual amount of loss or damage to the goods and effects (not exceeding A\$200).

6. CONSEQUENTIAL DAMAGES EXCLUDED.

The "Company" shall not be liable, in any event, for any consequential or special damages or other indirect loss, however arising whether or not the "Company" 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 the "Company" will endeavour to exercise its best efforts to provide expeditious delivery in accordance with regular delivery schedules, the "Company" WILL NOT,

UNDER ANY CIRCUMSTANCES, BE LIABLE FOR DELAY IN PICKUP TRANSPORTATION OR DELIVERY OF ANY SHIPMENT REGARDLESS OF THE CAUSE OF SUCH DELAY.

Further, the "Company" shall not liable for any loss, damage, misdelivery or nondelivery;

- a.) due to act of God, force majeure occurrence or any cause reasonably beyond the control of the "Company", or b.) cause by;

- (i) The act, default or omission of the Shipper, the Consignee or any other party who claims an interest in the shipment (including violation of any term or condition hereof), or of any person other than the "Company" 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 the "Company" for transportation to any location not regularly served by the "Company", regardless of whether the Shipper requested or had knowledge of such third-party delivery arrangement;

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

- (iii) 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 Invoice.

8. CLAIMS.

- a.) Any claims must be brought by the Shipper and delivered in writing to the office of the "Company" nearest the location at which the shipment was accepted within 30 days of the date of delivery to destination. No claim may be made against the "Company" outside of that time limit.
- 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 the "Company".
- c.) When claims are paid, the "Company" will not reimburse the basic cost of shipment, pick-up and delivery

9. APPLICABILITY.

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

10. MATERIALS NOT ACCEPTABLE FOR TRANSPORT.

The "Company" will not accept commercial goods (more than a dozen of any kind) and will not carry:

Currency Precious Metals Precious Stones
Fire Arms/Ammunitions Money Orders Drugs
Explosives/Toy Guns Traveller's Cheques Perishables

Negotiable instruments in bearer form: Electrical Appliances; Lewd obscene, or pornographic materials; Gambling Paraphernalia; Industrial carbons and diamonds; Communication Equipment and Computers; Combustible materials; Motor Vehicle parts; Microwave Ovens; Property the carriage of which is prohibited by law, regulation or state or local government of any country from, to or through which the shipment may be carried.

11. Any expenses incurred by the "Company" on behalf of Shippers including, but not limited to, taxes, interests, penalties, fines, surcharges, duties, etc., arising from nondeclaration or misdeclaration shall be reimbursed or refunded by Shipper upon submission by the "Company" of proper proof or evidence for such expenses. In such an event, the "Company" is entitled to hold, retain or impound the shipment as surety for payment until said refund or reimbursement is fully satisfied.