

# Terms And Conditions Of Agreement

## SHIPPING ARRANGEMENTS FOR ALL CARGO MUST BE MADE AT TIME OF DELIVERY

Whereas the consignor desires to ship a container or containers to certain destination(s); and whereas Laparkan is in the business of performing personalized service; and whereas the consignor has requested such services from Laparkan; Now this agreement witnesseth that in consideration of the payment by the consignor of the sum herein after mentioned the parties agree as follows:

1. Quotations are given on the basis of immediate acceptance and are subject to the right of withdrawal or revision thereafter without notice.
2. Laparkan is hereby authorized and agrees to act as agent for the consignor in the shipping and clearing of the container(s) mentioned overleaf.
3. Except where Laparkan is instructed in writing to pack the goods, the customer warrants and accepts full responsibility that all goods have been properly prepared and packed.
4. The consignor hereby declares that the items listed overleaf represent the entire contents of container(s) and acknowledges that he/she has been advised that the list will be used for the purposes of custom Declaration.
5. The consignor leaves the option to the consignee as to whether the latter wishes to be present during customs inspection. In the event the consignee elects to be present at customs inspection, the consignee shall make him/herself available when requested by Laparkan within 15 days of the posting of the notice of Request, failing which all responsibilities of Laparkan under this agreement shall cease.
6. The container shall be sealed and given a unique seal number by Laparkan, in the presence of the Consignor.
7. If the container arrives at its port of destination with the seal intact and there is no apparent evidence of breach, then the container shall be deemed to be unspoiled.
8. If the container arrives at the port of destination with the seal broken and/or other evidence of breach, then insurance proceeding will be commenced forthwith and the container will then be governed by the relevant regulations.
9. The container will be opened by Laparkan as agent for the consignor for customs inspection. Once inspected, it will be resealed and given a unique seal number in the presence of the consignee. If the consignee is not present then the container will be sealed in the presence of the customs inspector.
10. The consignor understands that failure to declare any or all of the contents will relieve Laparkan of any further obligation under this agreement.
11. After all government regulation are complied with and all of the payment of monies received, upon request, will be delivered by Laparkan to the consignee's address as stated overleaf.
12. Laparkan will use their best efforts in carrying out their obligations herein but the parties agree that Laparkan shall not be liable for any loss that is not covered by insurance.
13. Laparkan automatically insures all cargo for partial and/or total loss, unless otherwise stated in writing and subject to the usual exceptions and conditions of the policies of the insurance company or underwriters.

*The following items will not be insured by Laparkan:*

Living things - animals, plants and flowers, works of art, Jewelry, precious stones and gem, negotiable paper of any

kind, furs, animal hides, antiques, cell phones, computers and parts, consumer electronics, hazardous goods, fragile items glass, marble, ceramic tiles, etc. (even if crated).

*The following items will only be insured for total loss:*

Automobiles, used household goods and personal effects, pleasure boats.

*Laparkan accepts no liability for the following items:*

Improperly packaged for export, self loaded, items packed in a vehicle, glass and other fragile items, perishable cargo, hazardous material, overweight cargo (less than container load).

14. All shipments are made at shipper's own risk and Laparkan is not responsible for any delays in the movements of cargo from origin to destination howsoever caused or any consequential loss resulting therefrom.

15. Except under special arrangement previously made in writing, Laparkan will not accept or deal with any noxious, dangerous, hazardous or flammable goods or goods likely to cause damage.

Should the client nevertheless deliver or cause Laparkan to handle any such goods other than that made under special arrangement previously made in writing, the client shall be liable for all losses or damage caused howsoever caused and shall indemnify Laparkan against all claims, damages, expenses and penalties arising.

The expression "goods likely to cause damage" includes goods likely to harbor or encourage vermin or other pests.

16. Except under special arrangements previously made in writing, Laparkan will not accept nor deal with bullion, coins, precious stone, jewelry, antiques, livestock, plants, explosives or guns.
17. Laparkan shall not be liable for goods left over 15 days in their warehouse.
18. Claim procedure- All claims must be lodged at local office/agent within seven days of delivery of cargo and must be in writing.
19. Laparkan shall not be responsible if any part or all of the merchandise is seized by customs authorities as being prohibited or controlled merchandise or for any other reason.
20. The parties agree that there is no condition, express or implied, representation or warranty of any kind, except the items and conditions contained herein.
21. Error in shipment Laparkan and or its agents will not be responsible for errors, misspelled names, words, wrong address or any marks or number which might appear on the face of this shipping **BILL OF LADING OR AIRWAY BILL**, when said information is given by shipper or person or person authorizing said shipment. It is the responsibility of the shipper to furnish us with the proper and accurate information and to clarify any and all errors.
22. *Laparkan's maximum liability is subject to the Warsaw Convention Pact for air transport and the Carriage of Goods by Sea Act (COGSA) for ocean transport. Domestic transportation liability is limited to \$500.00.*

Cargo not collected and remaining in a Laparkan warehouse is subject to incur storage fees based on the destination and duration of storage.

### **TRINIDAD**

Piarco:  
Suite 206 JSL Speedpak Building  
Golden Grove Road  
Piarco  
Trinidad WI  
Tel: 669 0287  
Fax: 669 0283

Port of Spain:  
Shed 10 Dock Office  
POS Port Authority  
Port of Spain  
Tel: 625 2552  
Fax: 624 9196

### Point Lisas:

Plipdeco LCL Warehouse  
Pacific Avenue  
Point Lisas  
Tel: 679 7567 OR 636 9916

### **BARBADOS**

Ocean Cargo:  
Laparkan (Barbados) Limited  
Almac Trading Complex  
Fontabelle  
St Michael, Barbados  
Tel: 246-4365322  
Fax: 246-4365717

### Air Cargo:

Laparkan (Barbados) Limited  
Building #2  
Grantley Adams Industrial Estate  
Christ Church, Barbados  
Tel: 246-4203062/4204042

### **SURINAME**

Laparkan Suriname N.V.  
Henck Arronstraat 144  
Paramaribo-Suriname  
Tel# (597) 426341 Fax# ( 597) 426423

### **JAMAICA**

Kingston  
10 Second Street, Newport West  
Kingston 13, Jamaica, W.I.  
PHONE: 876-901-7310  
FAX: (876) 757-0952

Montego Bay  
Lot H6 Coconut Drive  
Portsville Plaza-Montego Free Port  
Montego Bay, St. James  
PHONE: (876) 979-8964  
FAX: (876) 684-9161

### **GUYANA**

2-9 Lombard Street  
Georgetown, Guyana  
Phone: 592-226-1095  
Fax: 592-227-6808

### **ANTIGUA**

Popeshead Street  
St. John's Antigua  
Phone: (268) 562-5314/5  
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E-mail: ag@laparkan.com