

## DSS COURIER AND CARGO SERVICES TERMS, CONDITIONS AND SERVICE POLICY.

In this document the following words shall have the following meanings:

"Agreement" means these Terms and Conditions together with the terms of any applicable Service Specification;

"Requestor/Customer" means the organization or person who is requesting services from the DSS cargo and courier service company;

"Service Provider/Carrier" shall here-in refer to DSS cargo and courier service company, 472, Wyona, Brooklyn, New York' NY 11207.

### CONDITIONS OF CONTRACT

1. The Requestor/Customer hereby agrees to engage the Service Provider/Carrier to provide freight forwarding services (the "Services") consisting of the use of the Service Provider's/Carriers air freighters and ocean liners. The Services will also include any other tasks which the parties may agree on. The Service Provider/Carrier hereby agrees to provide such Services to the Customer/Requestor.

2. The Service Provider's/Carrier's bill of landing duly filled by the Customer/Requestor, acknowledging provision of adequate information itemizing materials in individual package; indicating the type of package, for instance a box, drum, crate or carton and fortified with export packing list; stating individual net, tare, legal and gross weights making available copy of commercial invoice where applicable to the Service Provider/Carrier. The responsibility of the Service Provider/Carrier for a delivery accepted under this bill of landing ceases when the consignee receives same and or acknowledges receipt of the shipment by affixing his/her signature on the Delivery Sheet.

3. Requestor/Customer obligates and acknowledges by tendering materials for shipment by the Service Provider/Carrier for inspection, it is therefore deemed necessary that the Requestor/Customer agrees to the terms and conditions as follows.

a.) The Requestor/Customer warrants that he/she is the owner or the authorized agent of the owner of the goods transported hereunder, and that the Requestor/Customer hereby accepts Service Provider's/Carrier's terms and conditions for himself/herself or as an agent for and on behalf of any other person having any interest in the delivery.

b.)The Requestor/Customer warrants that each material in the shipment is properly described on the bill of landing and it does not contravene the provisions of the United States Postal Act and has not been found unacceptable for transport by the Service Provider/Carrier as specified under "Article 9" below and that the shipment is properly marked and addressed and packed to ensure safe handling. The Requestor/Customer shall be solely liable for all costs and expenses related to the shipment and for costs incurred in either returning the shipment to the Requestor/Customer or warehousing the consignment pending such return.

c.) The Requestor/Customer accepts that the consignment is being carried by the Service Provider/Carrier from the point of origin only up to the point of delivery indicated by the address shown on the bill of landing and that in case the consignment has to be returned/redirected/returned for any reason whatsoever, the Requestor/Customer shall pay in advance all estimate of cost prepared by the Service Provider/Carrier for such rerouting/redirection/return based on the scheduled of charges and fees by the Service Provider/Carrier. The Service Provider/Carrier will hold such shipments at the destination mentioned on the Bill of landing for a maximum of 10 days from the date of the shipment without informing the Requestor/Customer; and the Requestor/Customer hereby indemnifies the Service Provider/Carrier against any claim or liability. Packing of the materials tendered for shipment is the responsibility of the Requestor/Customer, including placement of such materials into containers supplied by Service Provider/Carrier, if any. Under these Terms and Conditions, the Requestor/Customer indemnifies the Service Provider/Carrier from any loss or claims arising from breakage or damage to the materials shipped.

4. Service Provider/Carrier right of Inspection of Shipment: the Service Provider/Carrier has the right, but not obligated, to open or inspect any shipment. Shipments shall be tendered to the Service Provider/Carrier in an "Open Condition" and shall by accepted only after an inspection of its contents by the Service Provider/Carrier is conducted to

ensure its conformity with these Terms and Conditions & the regulations of Transport Security Administration. Service Provider/Carrier reserves the right to refuse shipments under these Terms and Conditions without apportioning any reason whatsoever.

5. The Service Provider/Carrier shall not be liable in any event of any consequential or special damages or other direct or indirect loss, whatsoever arising, whether or not the Service Provider/Carrier had knowledge that such damages might be incurred including but not limited to loss of income, profits, interest, utility of loss of market.

6. Third Party Agreement any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.

7. Limited Liabilities: In particular, the Service Provider/Carrier will not be liable for any loss of or damage to the shipment or a delay in picking or delivery of the shipment if it is:

a.) Due to acts of God, force major occurrence or any cause proved unavoidable and reasonably beyond the control of the Service Provider/Carrier or Caused by; The act, default or omission of the Requestor/Customer, the consignee, or any other party who claims an interest in the shipment (including violation of any of the terms and conditions hereof) or any other person. Delays caused by unanticipated changes in Carrier schedules for reason likened to the-afore mentioned and whatsoever; Government officials in discharge of their official duties such as customs/taxation/inspection etc., conducting their inspection on the nature of the shipment or any defect characteristic, or inherent vice thereof; Electrical or magnetic injury, erasure, or other such damage to photographic images or recordings in any form.

b.)The Requestor/Customer indemnifies the Service Provider/Carrier against loss, damage, penalties action, proceedings etc., that may be instituted by any government officials in discharge of their official duties such as customs/taxation inspection etc. notwithstanding what is stated above, whilst the Service Provider/Carrier will endeavor to exercise its best efforts to provide expeditious delivery in accordance with its regular delivery schedules, the Service Provider/Carrier will not under any circumstances be liable for delay in pick up, transportation or delivery of any shipment, regardless of the cause of such delays. An Insurance Certificate is a necessary pre-requisite indicating a comprehensive coverage in case of shipment of good with special handling conditions which is enough to cover any damage to or loss of the cargo during transit

8. Queries and Claims: Queries and claims must be forwarded by the Requestor/Customer online within 30 days of the date of such acceptance. No claim can be made against the Service Provider/Carrier beyond this time limit. Claim for loss or damage will be unattended until all accruable transportation charges have been paid. The amount of any such claim will not be deducted from any transportation charges owed to the Service Provider/Carrier.

9. Materials not accepted for carriage: Materials not permitted by the laws/rules/restrictions in force under the United States Transport Administration Service and authorities involved in the Country of Destination, will under no condition be accepted for transportation. The Service Provider/Carrier will hold the consignment in question upon communicating the arrival across to the Requestor/Customer for a 14-days grace period; after which the consignment will accrue \$0.10 per Lb per day, note very importantly after 6-months from notification date the said goods would be auctioned to the public.

# DSS CARGO AND COURIER SERVICES

472, WYONA STREET, BROOKLYN, NY11207  
NEW YORK, UNITED STATES.

[info@dsscargo.com](mailto:info@dsscargo.com), [clientservices@dsscargo.com](mailto:clientservices@dsscargo.com)

Toll Free: +1 888 396 0477, +1 646 283 7065

DESTINATION:

REFERENCE No.:

## UNACCOMPANIED GOODS PACKING LIST/ EXCESS BAGGAGE DECLARATION

Please fill legibly in BLACK or BLUE ink

S/N	ITEMS	CONTAINER	S/N	ITEMS	CONTAINER
1.			8.		
2.			9.		
3.			10.		
4.			11.		
5.			12.		
6.			13.		
7.			14.		

CONTAINER KEY: BOX CARTOON = BX/CNT, DUFFEL BAG = BG/DF, SUIT CASE=BG/STC, POLYTENE BAG = BG/POLY,

**TOTAL NUMBER OF GOODS (PCS X No. CTN) =**

### IMPORTANT INFORMATION:

Please read through the terms and conditions of delivery as stated below under the DSS courier and cargo services policy, terms and condition of operation.

I hereby declare that the goods were personally packed by me and have been in my constant possession since packing.

I declare also that no goods have been added to the consignment by any other person(s) nor does it contain any item carried on behalf of other person(s).

I here by certify that this consignment does not contain cash, explosives, destructive or any hazardous material prohibited under-law.

I here by declare that the information provided above is true; and if false may render me liable for prosecution under law.

**CONSIGNOR/REQUESTOR'S NAME:**

**CONSIGNEE/RECEIVER'S NAME:**

**CONSIGNOR/REQUESTOR'S ADDRESS:**

**CONSIGNEE/RECEIVER'S ADDRESS:**

TELEPHONE HOME:

TELEPHONE HOME:

WORK:

WORK:

EMAIL:

EMAIL:

SERVICE ORDERED: AIR FREIGHT  SEA FREIGHT

DATE OF ARRIVAL AT DESTINATION:

I/We here by attest to the correctness of the details here in supplied with regards to shipment of our goods.

**Requestor/Consignor's Signature:..... Date:.....**