

TERMS AND CONDITIONS OF CONTRACT WHATSAPP VIBER SMART N GLOBE

By tendering personal effects goods for shipment through BM Express Japan LLC, the Shipper agrees to the Terms and Conditions of the Contract stated herein. BM Express Japan LLC Terms and Conditions are subject to change at sole discretion of the company's authorized personnel without notice to any parties. These Terms and Conditions shall be binding upon (1) BM Express Japan LLC, its authorized agents, affiliated companies, directors, officers and employees, (2) the Shipper and (3) the Consignee. Each shall have the benefit of and be bound by all provisions stated herein. The Shipper and BM Express Japan LLC mutually waive, to the extent permissible under law, any and all rights and remedies each may have under those provisions in conflict with these Terms and Conditions.

- I. **The Export Declaration List**
The Export Declaration List is non-negotiable. By signing, the Shipper hereby accepts the Company's Terms and Conditions and declares himself/herself as the duly authorized agent for and on behalf of the owner of goods described in the Packing List.
- II. **Shipper's Obligations and Acknowledgement**
The Shipper affirms that each article in the shipment is properly described on the Export Declaration/Packing List and has not been declared by BM Express Japan LLC to be unacceptable for transport or carriage. The Shipper also warrants that the shipment is properly marked and packed to ensure safe transportation.
- III. **Cargo Manifest**
Particulars of goods such as transport document, marks and numbers, consignors and consignees name, active contact numbers and address, description, quantities of goods and destination shall be clearly specified.
- IV. **Right of Inspection of Shipment**
BM Express Japan LLC shall be entitled to open any document, envelope, package or any type of container in which the goods are placed or carried to conduct inspection of the goods and for the purpose of determining the contents, ownership or destination of the shipment.
- V. **Right of Release or Abandonment of Shipment**
The Shipper warrants that BM Express Japan LLC may abandon and/or release any item he or she consigned. BM Express Japan LLC may declare the shipment as unacceptable in cases where the Shipper intentionally or unintentionally misdescribed or undervalued for Customs' purposes, without incurring any liability to the Shipper, and the Shipper will save, defend, indemnify and hold harmless BM Express Japan LLC for any claims, fines, damages and expenses arising therefrom. The Shipper shall be liable for all costs and expenses related to the shipment and for costs incurred in either warehousing the pending shipment or returning the shipment to the Shipper therefrom.
- VI. **Condition of Goods**
BM Express Japan LLC shall not be liable for damage, loss, or delay of delivery of cold storage, empty storage or concealed damage. It is best advised to avoid shipping the said items, but if in the case that the Shipper insists demands the delivery of such, the condition of goods/items is within the Shipper's own risk.
 - a. **Cold Storage / Perishable Goods**
Goods requiring cold storage / perishable goods / beverage and other liquid commodities are stored at Shipper's own risk. BM Express Japan LLC assumes no liability or responsibility for Cold Storage.
 - b. **Empty Storage**
BM Express Japan LLC assumes no liability for loss or damage to goods or crates, or the contents therein, while containers are in Empty Storage. It is the Shipper's sole responsibility to affix the appropriate labels.
 - c. **Concealed Damage**
BM Express Japan LLC shall not be liable for concealed loss or damage including but not limited to: glass, electronic equipment, prototypes, original art, uncrated goods, or improperly packaged or labeled goods.
- VII. **Materials Not Acceptable for Transport**

currency	cylinders or compressed air	precious metals	drugs	perishables
fire arms /ammunitions	photographic material	precious stones	explosives/ty guns	liquid commodities
alcohol or any flammable gas	cigarette lighters / matches	money orders	traveler's cheques	
- VIII. **Consequential Damages Excluded**
BM Express Japan LLC shall not be held liable in any event for any consequential or special damages or other indirect loss however arising whether or not BM Express Int'l Services Inc. had the knowledge of what such damages might be, incurred, including, but not limited to, the loss of income, interest, profit, utility or loss of market.
- IX. **Limitations of Liability and Scope of Insurance Utilization**
The liability of BM Express Japan LLC for any loss or damage of shipment (which terms shall include all goods/items consigned to BM Express Japan LLC under the Export Declaration List) is limited to the corresponding amount below.
 a.) **¥10,000 per balikbayan box for sea cargo shipments** b.) **¥15,000 per tax invoice for air cargo shipments** c.) **¥5000 per air satchel shipments**
If the Shipper's declared value of the shipment exceeds the above value covered by BM Express Japan LLC, the Shipper has an option to purchase additional insurance to cover for the shipment.
- X. **Force Majeure**
BM Express Japan LLC shall not be liable for loss or damage that results from Acts of God, weather conditions, act or default of Shipper of the goods, inherent nature of the goods, public enemy, public authority, labor disputes, and acts of terrorism or war.
- XI. **Claims**
 - a. Any claim must be brought by the Shipper and delivered in writing to the office of BM Express Japan LLC nearest branch at which the shipment is accepted within (7) seven days of the date of delivery to destination. No claim may be made against BM Express Japan LLC, outside of or beyond that time limit.
 - b. No claims for loss or damage will be entertained until all transportation charges have been paid by the Shipper. The amount of any such claim may not be deducted from any transportation charges or fees owned by BM Express Japan LLC.
 - c. When claims are paid, BM Express Japan LLC will not reimburse the basic cost of shipment, pick-up and delivery.
- XII. **Consignee Requirements**
BM Express Japan LLC requires that each Consignee must present a valid ID at the time of delivery to release the shipment. A Consignee will be asked to sign a Proof of Delivery (POD) which may be provided to the Shipper upon request. CONSIGNEES MUST CHECK AND INSPECT THE BOXES BEFORE SIGNING AND ACCEPTING THE PROOF OF DELIVERY.
- XIII. **Delivery Schedule**
BM Express Japan LLC will make reasonable efforts to transport and deliver packages to their destination within the delivery time frame. However, THE TIMEFRAME OF BM EXPRESS DELIVERY IS BASED ON THE DEPARTURE DATE OF THE SHIPPING VESSEL AND NOT FROM THE DATE OF PICK UP FROM THE SHIPPER. SHIPPING SCHEDULE MAY CHANGE WITHOUT PRIOR NOTICE.
- XIV. **Filing of Complaints**
Filing of complaint will be coursed through via email to helpdesk@bmxpress.com or in writing by the Shipper. Complaints must be done not less than 7 (seven) days / 1 (one) week after receiving the parcel. Complaints need to provide the following details: a) Name of Shipper, b) Name of Consignee, c) Description of package content and d) Receipt / Proof of Delivery.
- XV. **Acknowledgement and Validity of Complaints**
An investigation shall be made by BM Express Japan LLC after the complainant have provided the documents stated above. Assessment of complaints shall be in accordance with validity, urgency and seriousness of the issues raised. BM Express Customer Support shall be giving feedback to the complainant within 1 (one) week / 7 (seven) days while in / after the period of assessment or resolving the said complaint.