

ATLAS SHIPPERS TERMS AND CONDITIONS OF CARRIAGE

The Sender/Consignor ("Sender") hereby ships goods or packages and engages Atlas Shippers under the following terms and conditions ("Terms")

1. Scope of Services. Unless any special services are agreed, the service to be provided by Atlas Shippers is limited to the collection, transportation and delivery of the goods packaged in individual boxes (Hereinafter referred to as "Balikbayan Boxes" or "shipments"). The Sender/Consignor acknowledges that shipments will be consolidated with those of other senders for transport.
 2. Sender/Consignor's Declarations & Attestations:
 - 2.1. Sender declares that Sender is the owner of the items contained in the "Balikbayan Boxes" and takes full responsibility of ownership of them.
 - 2.2. Sender is the one who personally packed and sealed items inside the Balikbayan Boxes, and fully certifies that the actual contents of the boxes are the same as the goods listed in the Packing Lists. Sender certifies all items inside the Balikbayan boxes are not illegal, restricted, contraband and prohibited such as, **Cash, wet, Prescription Medicines** but not limited to, **guns, ammunitions, grenades, night vision scope**, gun parts, military equipment including weapon slings, holster any weapon parts and other electronic military gadgets. (Initials)
 - 2.3. Should contraband, illegal, and restricted items be found in Sender's boxes, Dept. of Homeland Security will seize these contrabands in accordance with United States Code Title 19, 1594 and Title 22, 401. Violators will be fined and/or prosecuted accordingly. Atlas Shippers also reserves the right to sue Sender to the fullest extent of the law. The Sender will be responsible for paying the total cost of inspection and damages that will be incurred in the course of examination and the cost of legal proceedings and delays (Initials).
 - 2.4. Sender declares that he/she carefully read, understood and agreed to the above terms by signing the front of this invoice and by affixing his/her initials on the said provisions (Initials)
 3. Conditions of Carriage
 - 3.1. Service Restrictions and Conditions
 - a. The packages must not contain any illegal, restricted, contraband, car spare parts (known as "Chop- chop") or otherwise prohibited items by and in the countries of origin and destination of cargo. The must not contain water, petrol products and other liquid products that may damage consolidated Balikbayan Boxes of other Senders.
 - b. The packages must not contain any of the following: Goods more than 24 pieces of each kind within the Balikbayan Boxes and/or has value exceeding \$500 or any goods violating Philippine law CMO 79-90. Firearms, ammunitions and explosives, including spare parts thereof, prohibited drugs including but not limited to marijuana, cocaine, barbituates, heroin, etc. and prescription drugs (prescription attached); absinthe (alcohol) alcoholic beverages, automobiles, dismantled auto parts; biological; ceramic tableware; cultural artifacts and pottery; defense article or items with military or proliferation applications; dog and cat fur; drug paraphernalia, fish and wildlife, food products such as cheese, meat, fruits and vegetables, hazardous materials, game and hunting trophies, gold; Haitian animal hide drums, meats, livestock and poultry; merchandise from embargoed countries; pets, plants and seeds; soil; textile (roll). Used clothing of commercial quantity (Ukay-ukay in bales); articles that infringe intellectual property rights of their owners, pornographic materials, fluids, and perishable food items. (Initials)
 - 3.2. Refusal and Suspension of Carriage
 - a. If it comes to the attention of Atlas Shippers that any package does not meet any of the above restrictions or conditions, Atlas Shippers may refuse to transport the pertinent package (or any shipment of which it is a part) and, if carriage is in progress, Atlas Shippers may suspend carriage and hold the package or shipment.
 - b. Atlas Shippers may also suspend carriage if it cannot effect delivery at the third attempt, if the receiver refuses to accept delivery, or if it is unable to effect delivery because of an incorrect address after having used all reasonable means to find the correct address.
 - c. Where Atlas Shippers is entitled to suspend carriage of a package or shipment it is also entitled to return it to the Sender at Atlas discretion.
 - d. The Sender will be responsible for the reasonable cost and expenses of Atlas Shippers (including storage) for such losses, taxes and customs, duties as Atlas Shippers may suffer. For claims made against Atlas Shippers because a package does not comply with any of the restrictions, conditions, or representations above or because of any refusal or suspension of carriage or return of a package or shipment Sender shall hold free and harmless and indemnify Atlas Shippers, its officers, agents, and employees from all damages, liabilities, fines and penalties and other causes of action that may arise from such shipment. In the case of the return of package or shipment, the Sender will also be responsible for paying all applicable charges calculated in accordance with the prevailing rates of Atlas Shippers.
 - e. If the Sender tenders to Atlas Shippers a package which fails to comply with any of the restrictions or conditions above, Atlas Shippers will not assume any economic loss arising which the Sender may suffer in connection with the Carriage by Atlas Shippers of such package (regardless of whether that failure to comply has caused or contributed to the loss and notwithstanding any negligence on the part of Atlas Shippers or its employees, contractors or representative), and if Atlas Shippers does suspend carriage for a reason allowed by these Terms, the Sender shall not be entitled to any refund on the carriage charges it has paid and Atlas Shippers may bring a claim in respect of such non-compliance.
 - f. If having suspended carriage of a package or shipment in accordance with these provision Atlas Shippers is unable within a reasonable time to obtain the Sender's instruction on disposition of the package or shipment or to identify the Sender or any other person entitled to the goods (having if necessary opened the package), Atlas Shippers shall be entitled to destroy or sell the package or shipment at its absolute charges, cost or expenses (including interest) outstanding in respect of the package or shipment or otherwise from the Sender concerned. Any balance shall be held to the Senders' order.
 - g. Atlas Shippers reserves the right, but is not obliged, to scan by means of X-ray, any package tendered to it for transportation at any time.
 - h. Atlas Shippers reserves the right to withhold delivery of boxes due to payment issues such as, but not limited to non-payment in full or in part, returned checks or declined credit cards
4. Limits of Atlas Shippers Liabilities
 - a. Sender fully understands and accepts that the limit of liability assumed and payable by Atlas Shippers, their agents, employees, is only in the maximum amount of \$200.00 per Balikbayan Box or cargo.
 - b. Sender fully understands and accepts that Sender is fully responsible for packing and sealing of boxes. For highly breakable items, Sender fully acknowledges that proper handling and packing was made and that Atlas Shippers is not responsible for any damage or breakage of items inside the Balikbayan Boxes.
 - c. If Atlas Shippers is unable to start or continue with carriage of the Senders package for a reason beyond its control, Atlas Shippers will not be in breach of its agreement with the Sender but will take all steps that are reasonably practicable in the circumstances to commence or continue the carriage. Examples of events beyond Atlas Shippers' control are acts of terrorism, strikes, acts of God, power failures, damage or destruction of any network facilities or server, disruption to air or around transportation due to bad weather, fire, flood, war, hostilities, civil disturbance, acts of government or other authorities (including, without limitation, customs) and labor disputes of obligations affecting Atlas Shippers or some other party and **delays due to Covid-19 and other Pandemic**.
 5. Delegation. A shipment may be carried via any intermediate stopping places that Atlas Shippers deems appropriate. Atlas Shippers may engage sub-contractors when necessary to perform services and contracts both on its own behalf and on behalf of its agents and sub-contractors each of whom shall have the benefit of these Terms.
 6. Claims Procedures. All claims against Atlas Shippers must be made in writing as soon as reasonably practicable and in any event within 14 days of receipt in the case of damage (including partial loss of a shipment), within 21 days in the case of delay, and in the case of loss, within 60 days of the goods being consigned with Atlas Shippers for carriage. In addition, all claims against Atlas Shippers in connection with any shipment shall be prescribed and barred by expiration of time, unless legal proceedings are brought and written notice of them is given to Atlas Shippers.
 7. Entire Agreement & Severability. It is the intention of Atlas Shippers that all the terms of the contract between it and the Sender are contained in this document. If the Sender wishes to rely on any variation to these terms, it must ensure that that is recorded in writing and signed by the Sender and on behalf of Atlas Shippers before the shipment is accepted for carriage by Atlas Shippers. If any part of these terms is not enforceable, this will not affect the enforceability of any other part.
 8. Governing Law. These terms shall be governed by the laws of the United States of America and the prevailing state laws. This shipment shall be subject to and governed by the Carriage of Goods by Sea Act of the United States of America; Section 4281 and 4288 of the Revised Statute of the United States, as amended, and all applicable statutes of the United States, and pursuant to Philippine Bureau of Customs Memorandum Circular No 79-90 and its subsequent amendments.
 9. Attorney Fees. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.