

Article 1: Terms and conditions

- 1.1 These general conditions are applicable to all services offered by Pinoy Balikbayan Box and all legal relationships between the customer and Pinoy Balikbayan Box.
- 1.2 The packing-lists need to be completed in English, completely and in accordance with the truth. Pinoy Balikbayan Box retains the right to make routine spot checks to verify the contents of the box.
- 1.3 The customer is aware of the fact that Pinoy Balikbayan Box shall not be held liable for goods shipped in the box, subject to either in- / export prohibitions or restrictions.

Article 2: Shipping Conditions

- 2.1 The shipping will take place with so called "balikbayanboxes" supplied by Pinoy Balikbayan Box or by your self. These boxes have the dimensions of 72x43x56. (inside)
- 2.2 The boxes for shipment must be properly sealed and have correct and normal dimensions. Boxes which deviate from the inner dimensions of 72x43x56cm (improper packing) will not be covered by insurance. We will make notice to the customer spoken words and in writing, in case of a rejection of the "balikbayanboxes".
- 2.3 Boxes must be ready for pick-up at the most convenient spot (front door), clearly marked with packing list no. and the address of the sender and recipient.

Article 3: Prices

- 3.1 The shipping fees are established in accordance with the quotation.
- 3.2 All charges with the exception of import duties are included in the shipping fees.
- 3.3 **In case the sender sends goods for which import duties are due, the sender owes an additional amount.**
- 3.4 At pick-up date the customer will pay the shipping fees in cash or with PIN payment to the driver of Pinoy Balikbayan Box. The driver will supply a receipt as proof of payment. This receipt needs to be kept as proof of shipment, without this receipt damage claims can not be accepted.

Article 4: Obligations of Carrier

- 4.1 Pinoy Balikbayan Box will handle the shipment with the utmost care and attention.
- 4.2 Pinoy Balikbayan Box will pick-up and deliver the boxes at the address written on the box and shipping documents, except if due to strikes, acts of nature, armed conflicts or other threatening situations, delivery at the address listed is not made possible.
- 4.3 Pinoy Balikbayan Box guarantees that all personal data supplied to Pinoy Balikbayan Box in connection of this shipment will not be supplied to third parties in order to safeguard the privacy of the customer.
- 4.4 Pinoy Balikbayan Box will endeavor to advise the customer 2 workdays before the pick-up day, the day and part of the day the boxes will be collected.
- 4.5 Pinoy Balikbayan Box guarantees it will do its utmost to deliver the boxes in a good condition and at the address in the Philippines as indicated, except in the case of the problems as mentioned in article 4.2. In the event Pinoy Balikbayan Box fail to deliver, the customer is entitled to compensation as mentioned in article 6.
- 4.6 Pinoy Balikbayan Box will try to make as much as possible pictures of the clearance, and delivery of the "balikbayanboxes" as proof of delivery and that there delivered in good hands.

Article 5: Obligations of the Sender

- 5.1 **The sender will offer for transportation properly packed boxes only which boxes will not contain undeclared, restricted, illegal or banned items, including firearms, ammunition, illegal drugs or combustible goods.**
- 5.2 Sender has to inform consignee/receiver to check boxes and contents during delivery and indicate condition of box in the remarks area of the Proof of Delivery. Once it is duly received and delivery men have left no more claims shall arise thereof. Claims should be addressed and filed in writing to Pinoy Balikbayan Box within seven (7) days upon receipt of cargo. After the allotted time period no more claims will be entertained.
- 5.3 Sender will be present at the agreed date to hand over the box.

Article 6: Damage Claims

- 6.1 Damage claims in case of total loss of the contents of the box are limited to the amount of € 150,00 (one hundred fifty euro) per box.
- 6.2 Damage claims are to be filed in writing.
- 6.3 All kinds of appliances, electronic/electrical equipment and breakable items are not considered for any damage claim. Pinoy Balikbayan Box advise shipper/sender that these appliances/equipment/items should be left in its original packing but will state clearly that shipment is always entirely for the risk of shipper/sender.
- 6.4 Of all goods with a listed value of more than € 100,00 the purchase slip needs to be shown. If it is not available the day value will be estimated and paid.
- 6.5 We advise not to ship goods with an emotional value, as the value is priceless and will create disputes. If the customer ships such item, the day value applies in this case too.
- 6.6 Only items listed on the packing list can be issue of compensation. Claims that are not in the packing list are not eligible for settlement.
- 6.7 Customs and excise and custom formalities on items declared, not or incorrectly declared are for the account of the sender.
- 6.8 Damages to the box and it's contents due to any kind of liquids packed inside the box is not covered by insurance and will be entirely for the risk of the sender.