

# **Shipping Terms & Conditions**

#### 1. Definitions

In this shipping agreement, "we," "our," "us," "carrier," and "Tifeexpress.NG" refer to Tifeexpress.NG, its subsidiaries, and branches.

"You" and "Your" refer to the shipper and its employees, principals, and agents. The shipper in this agreement is the person or entity who delivered the shipment to Tifeexpress.NG and requested transportation, and/or any person/entity having an interest in the shipment and/or acting as an agent of the shipper.

# 2. Agreement to the Terms of Service

This Agreement is binding on both parties once we accept your shipment. By dropping off your shipment with us, sending your shipment to us, or authorising us to pick up your shipment, you agree to all the terms and conditions contained herein.

We reserve the right, at our sole discretion, to change or modify these terms and conditions at any time. Your use of our service constitutes acceptance of any modified terms and conditions.

#### 3. Your Obligations

Shipper warrants that each article in the shipment is properly described on the shipping document, and any export document accepted for transport is correctly marked, addressed, and packaged for safe transportation.

You agree that there are no dangerous goods in the shipment and comply with all International Air Transport Association ("IATA") regulations or other applicable laws for shipment of dangerous goods.

You agree to make payment in advance of shipment and acknowledge that the shipment may be delayed or cancelled if payment is not received 24 hours before estimated departure.

# 4. Undertaking against Illegal Use/Fraud

You undertake that all shipments are goods owned by you and obtained through legitimate means. You agree not to deliver any shipment to us that is not lawfully owned by you.

You agree that any goods obtained through fraudulent or unlawful means may result in forfeiture, return to sender, or destruction of the shipment, along with notification to appropriate authorities. All shipping costs and expenses related to fraud investigations will be borne by you.

# 5. Responsibility for Payment

You are primarily responsible for all charges, including transportation, surcharges, customs charges, duties, and any other government-imposed taxes, levies, fines, and fees. We have a lien on any goods shipped for unpaid charges.

# 6. Items Not Acceptable for Transportation

We do not ship cash or equivalent, originals of certificates, or prohibited items. Some items may be accepted for carriage only to limited destinations or under restricted conditions. We reserve the right to reject packages for safety or security reasons.

# 7. Inspection of Goods

Shipments are subject to inspection by government authorities or by us, but we are not obligated to perform such inspection. You agree that we incur no liability for failing to carry out any inspection.

### 8. Limitation of Liability

Our liability for loss, damage, delay, or failure to provide information is limited. You may declare a higher value for carriage and pay an additional charge for insurance.

# 9. Force Majeure

We are not liable for events beyond our control, including acts of God, public authorities, strikes, weather, mechanical failures, civil commotions, war, terrorism, or defaults by shippers or consignees.

#### 10. No Warranties

We make no warranties, express or implied, and disclaim any and all warranties.

#### 11. Export Control and Customs Clearance

You are responsible for compliance with all applicable laws, rules, and regulations, including customs laws, import/export laws, and governmental regulations. You agree to provide necessary information and documents for customs clearance.

#### 12. Additional Costs

We may incur reasonable additional expenses due to government orders or recommendations, which you are liable to pay.

# 13. Delivery of Shipment

You agree to elect persons to accept shipment on your behalf. We do not guarantee specific delivery dates or times. Transportation is subject to availability and logistics.

# 14. Claims

Claims for loss or damage must be made at the point of delivery. No claims will be entertained until all transportation charges have been paid. You agree that no claims will be made for items accepted without noting damage or loss on the delivery record.

# 15. Disposal of Property

Unclaimed shipments may be returned, forwarded, reconsigned, or disposed of without further notice. You agree to pay storage fees for unclaimed items.

# 16. Technical Policy

Customers shipping technical gadgets must grant permission for testing. We disclaim liability for any software and hardware damage during testing.

# 17. Customs Duties and Taxes

Customers are responsible for customs duties and taxes. We are not responsible for delays arising from customs border control.

# 18. Right to Inspection

We have the right to inspect goods without prior notice. The receiver is responsible for inspecting goods at the point of collection.

# 19. Route

We decide the route for carrying goods at our sole discretion.

# 20. Subcontracting

We may employ sub-contractors and are not liable for their acts or omissions.