

Terms and Conditions of Infiniti Boss Shipping Company

Effective Date: August 25, 2025

These Terms and Conditions ("T&Cs") govern the provision of shipping and related services by **Infiniti Boss Shipping Company** ("the Company," "we," "us," or "our"), a limited liability company incorporated and operating under the laws of Jamaica, with its registered office at 21 Montgomery Avenue, Kingston 10, Jamaica.

By engaging our services, you ("the Customer," "you," or "your") agree to be bound by these T&Cs. These T&Cs form a legally binding agreement between the Company and the Customer.

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these T&Cs. If you do not have such authority, or if you do not agree with these T&Cs, you must not use our services.

The Company reserves the right to amend these T&Cs at any time. Amendments shall take effect once communicated to the Customer in writing, whether by letter, email, or other reasonable means of notice. Continued use of our services after such communication constitutes acceptance of the amended T&Cs.

1. Definitions

For the purposes of these T&Cs, the following terms shall have the meanings ascribed to them below:

- **Bill of Lading (B/L):** A document issued by the Company acknowledging receipt of cargo for shipment, serving as a contract of carriage and a document of title.
- **Cargo:** Any goods, merchandise, articles, or items accepted by the Company for transportation, including containers, pallets, or other packaging.
- **Consignee:** The person or entity to whom the Cargo is to be delivered.
- **Consignor/Shipper:** The person or entity delivering the Cargo to the Company for shipment.
- **Force Majeure Event:** Any event beyond the reasonable control of the affected party, including but not limited to acts of God, war, terrorism, riots, strikes, lockouts, embargoes, governmental actions, pandemics, natural disasters (hurricanes, earthquakes), or disruptions in transportation networks.
- **Freight:** The charges payable for the transportation and related services provided by the Company.
- **Hazardous Materials:** Any substances classified as hazardous under Jamaican law (The Dangerous Goods (Transportation) Regulations) or international conventions such as the IMDG Code.

- **Services:** The shipping, freight forwarding, customs brokerage, warehousing, logistics, and any ancillary services provided by the Company.
- **Shipment:** The act of transporting Cargo from origin to destination as per the booking.

2. Scope of Services

2.1 The Company provides domestic and international shipping services, including but not limited to:

- Sea freight (Full Container Load - FCL, Less than Container Load - LCL)
- Air freight
- Land transportation (trucking)
- Customs clearance and brokerage
- Warehousing and storage
- Packing, crating, and consolidation services
- Tracking and tracing of Shipments

2.2 Services are provided subject to availability, applicable laws, and the Company's operational capacity. The Company may subcontract any part of the Services to third parties without prior notice, but remains responsible for the overall performance.

2.3 The Company does not provide Services for prohibited items, including but not limited to: illegal substances, firearms, explosives, perishable goods without proper refrigeration, live animals (except under special arrangements), currency, jewellery exceeding USD 5,000], or any items restricted under Jamaican export/import laws or international sanctions.

2.4 All Services are performed in accordance with applicable Jamaican legislation, including the Shipping Act, 1998, the Customs Act, and international conventions such as the Hague-Visby Rules (as incorporated into Jamaican law) for sea carriage, and the Warsaw-Montreal Convention for air carriage.

3. Booking and Acceptance of Shipments

3.1 Bookings must be made in writing (via email, online portal, or booking form) and include accurate details of the Cargo, including description, weight, dimensions, value, origin, destination, and any special handling requirements.

3.2 The Company reserves the right to refuse any booking or Shipment at its discretion, including if the Cargo is improperly packaged, undocumented, or poses a risk to safety or compliance.

3.3 Upon acceptance, the Company will issue a confirmation (booking reference or B/L). The Customer must inspect the Cargo and confirm its condition before handover.

3.4 The Customer warrants that:

- It has full authority to ship the Cargo and that the Cargo does not infringe any third-party rights.

- All information provided is accurate and complete.
- The Cargo complies with all applicable laws, including export/import regulations of Jamaica and the destination country.
- For Hazardous Materials, the Customer has complied with all declaration, packaging, and labeling requirements under the IMDG Code or equivalent.

3.5 Any discrepancies in Cargo details (weight, volume) may result in additional charges or rejection of the Shipment.

4. Rates, Charges, and Payment

4.1 Rates are quoted based on the information provided by the Customer and are subject to change due to fluctuations in fuel prices, currency exchange rates, or additional services required (customs duties, storage fees).

4.2 All charges are exclusive of taxes, duties, and levies (Jamaican General Consumption Tax - GCT), which are the Customer's responsibility unless otherwise agreed.

4.3 Payment terms:

- Freight must be prepaid unless credit terms are approved in writing.
- Invoices are due within 7 days from issuance.
- Payments must be made in Jamaican Dollars (JMD) or US Dollars (USD)] via bank transfer, credit card, or other approved methods.
- Late payments incur interest at 2% per month] plus collection costs.

4.4 Additional charges may apply for:

- Demurrage (delay in loading/unloading).
- Detention (container overuse).
- Reweighing or remeasuring Cargo.
- Special handling (refrigerated Cargo).
- Cancellation fees: 50% of Freight if cancelled within 48 hours of booking.

4.5 The Company has a lien on the Cargo for all unpaid charges and may sell the Cargo after 30 days written notice to recover amounts due, in accordance with Jamaican law.

5. Documentation and Compliance

5.1 The Customer is responsible for providing all necessary documentation, including commercial invoices, packing lists, certificates of origin, export licenses, and import permits.

5.2 For international Shipments, the Customer must ensure compliance with the laws of the origin, transit, and destination countries, including sanctions from bodies like the United Nations or the United States Office of Foreign Assets Control (OFAC).

5.3 The Company may assist with customs clearance as an agent, but the Customer remains liable for any duties, fines, or penalties arising from inaccuracies.

5.4 All documentation must be in English or accompanied by certified translations.

6. Packaging, Labeling, and Handling

6.1 The Customer is solely responsible for proper packaging, labeling, and marking of Cargo to withstand normal transportation hazards, including weather, handling, and stacking.

6.2 Packaging must comply with international standards (ISPM 15 for wooden packaging) and Jamaican regulations.

6.3 The Company is not liable for damage due to inadequate packaging.

6.4 For containerized Cargo, the Customer must verify the container's condition and seal it properly.

7. Insurance

7.1 The Company does not insure Cargo unless specifically requested and paid for by the Customer.

7.2 The Customer is advised to obtain comprehensive insurance covering all risks, including loss, damage, delay, and theft.

7.3 If the Company arranges insurance on behalf of the Customer, it acts as an agent only, and coverage is subject to the insurer's terms.

8. Liability and Limitations

8.1 The Company's liability is limited in accordance with applicable laws and conventions:

8.2 The Company shall not be liable for:

- Indirect or consequential losses loss of profits, market, or opportunity.
- Loss or damage due to inherent vice of the Cargo, insufficient packaging, or Customer's negligence.
- Delays unless guaranteed in writing.
- Force Majeure Events.

8.3 The Customer indemnifies the Company against all claims, losses, or damages arising from the Customer's breach of these T&Cs, including third-party claims.

8.4 Time bars: Any claim must be notified to the Company in writing within 7 days of delivery or expected delivery, and legal action commenced within 1 year thereafter.

9. Claims and Dispute Resolution

9.1 Claims for loss or damage must be submitted in writing with supporting evidence , photos, surveys.

9.2 The Company will investigate claims promptly but is not obligated to pay until liability is established.

9.3 Disputes shall be resolved through negotiation. If unresolved, they shall be submitted to mediation under the Dispute Resolution Foundation of Jamaica.

9.4 If mediation fails, disputes shall be exclusively resolved by arbitration in Kingston, Jamaica, under the rules of the Jamaica International Arbitration Centre (JIAC), with Jamaican law applying.

9.5 Written notice of any claim or dispute must be delivered by letter, email, or other reasonable means.

9.6 The prevailing party in any dispute shall be entitled to recover reasonable legal fees and costs.

10. Force Majeure

10.1 Neither party shall be liable for failure to perform due to a Force Majeure Event, provided prompt written notice is given.

10.2 If the event persists, either party may terminate the affected Shipment without liability, by giving written notice.

11. Confidentiality and Data Protection

11.1 Both parties shall treat all non-public information as confidential and not disclose it without consent, except as required by law.

11.2 The Company complies with the Jamaican Data Protection Act, 2020. Personal data collected is used solely for providing Services and may be shared with subcontractors or authorities as needed.

11.3 The Customer consents to data processing and transfer internationally for Service purposes.

12. Termination and Cancellation

12.1 The Company may terminate Services immediately by giving written notice if the Customer breaches these T&Cs, becomes insolvent, or poses a safety risk.

12.2 The Customer may cancel a booking subject to fees as per Section 4, by giving written notice.

12.3 Upon termination, all outstanding payments become due, and the Company may retain Cargo until paid.

13. Governing Law and Jurisdiction

13.1 These T&Cs are governed by the laws of Jamaica.

13.2 Any disputes shall be subject to the exclusive jurisdiction of the courts of Jamaica, except as provided in Section 9.

14. Miscellaneous

14.1 These T&Cs constitute the entire agreement and supersede prior understandings.

14.2 Notices must be in writing and may be delivered by letter, email, or other reasonable means to the addresses provided.

14.3 If any provision is invalid, the remainder shall remain enforceable.

14.4 No waiver of any breach shall constitute a waiver of subsequent breaches.

14.5 The Company may assign these T&Cs; the Customer may not without consent.