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K-CART LOGISTICS HUB LIMITED

TERMS & CONDITIONS

K-CART XPRESS FREIGHT FORWARDING & COURIER SERVICE

Effective Date: _____

Last Updated: _____

1. ABOUT K-CART XPRESS

K-Cart Xpress is a freight-forwarding and courier service operated by **K-Cart Logistics Hub Limited** ("K-Cart," "we," "us," or "our") in Jamaica.

K-Cart provides customers with access to a U.S. shipping address through an affiliated or contracted U.S. warehouse facility. Customers may use this address when purchasing goods from online retailers or other lawful sellers.

Once a customer's package is delivered to the designated U.S. warehouse, K-Cart facilitates the transportation of the package to Jamaica and, following applicable processing and customs procedures, makes the package available to the customer for collection and/or delivery.

K-Cart is a freight-forwarding and logistics courier service provider. K-Cart is not the seller, retailer, manufacturer, distributor, or warranty provider of goods purchased by customers.

By registering for or using K-Cart's services, the customer agrees to these Terms & Conditions.

2. ACCEPTANCE OF THESE TERMS

By doing any of the following:

- registering for a K-Cart account;
- using a K-Cart-assigned U.S. warehouse address;
- directing an online retailer to ship a package to the K-Cart warehouse;
- submitting a package for forwarding;
- paying a K-Cart shipping or related charge; or
- collecting or accepting delivery of a package,

the customer confirms that they have read, understood, and accepted these Terms & Conditions.

If the customer does not agree to these Terms, the customer should not use K-Cart's services.

3. CUSTOMER REGISTRATION

Customers are required to provide accurate information when registering with K-Cart.

This may include:

- Full name
- Telephone number
- Email address
- Residential or delivery address
- K-Cart customer/account number
- Identification information where required
- Any other information reasonably necessary to process a shipment

The customer is responsible for ensuring that all information provided to K-Cart is accurate and

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current.
K-Cart is not responsible for delays, misidentification, additional handling, storage charges, or other losses resulting from incorrect or incomplete customer information.

4. HOW THE K-CART XPRESS SERVICE WORKS

The general shipping process is as follows:

Step 1 — Customer shops online
The customer purchases goods from an online retailer or seller.

Step 2 — Customer uses the K-Cart U.S. address
The customer provides the U.S. warehouse address assigned or provided by K-Cart as the shipping address for the online purchase.

Step 3 — Package arrives at the U.S. warehouse
The package is received by the U.S. warehouse operated by, or under agreement with, K-Cart.

Step 4 — Package is processed for transportation
The package may be identified, scanned, weighed, measured, consolidated, sorted, inspected, repackaged, or otherwise processed as reasonably necessary for transportation and regulatory compliance.

Step 5 — Package is transported to Jamaica
K-Cart facilitates transportation of the package from the United States to Jamaica through its logistics and transportation network.

Step 6 — Jamaican processing
Upon arrival in Jamaica, the shipment may be subject to customs, regulatory, warehouse, security, sorting, and other applicable procedures.

Step 7 — Customer notification
Once the shipment is processed and available for collection or delivery, K-Cart may notify the customer using the contact information provided.

Step 8 — Pickup or delivery
The customer may collect the shipment at the designated K-Cart location or utilize an available delivery service, subject to applicable fees and conditions.

5. EXPRESS SHIPPING

K-Cart Xpress may provide an Express shipping service with shipments departing the United States up to **five (5) times per week**, subject to the applicable schedule and operational availability.

Any advertised transit period, including an estimated **24–48 hours after departure**, is an estimated transit time and is not a guaranteed delivery deadline unless K-Cart expressly states otherwise in writing.

Transit times may be affected by circumstances including:

- Airline or carrier schedules

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- Weather
- Customs processing
- Customs examinations
- Government requirements
- Security screening
- Warehouse processing
- Incorrect customer information
- Incorrect shipping information
- Retailer delays
- High shipment volumes
- Weekends and public holidays
- Transportation disruptions
- Other circumstances outside K-Cart's reasonable control

Arrival in Jamaica does not necessarily mean that a package is immediately available for collection. The shipment may still require customs, regulatory, warehouse, sorting, payment, or other processing.

6. SHIPPING RATES

K-Cart's shipping rates are published separately and may change from time to time.
The applicable rate is determined according to the rate schedule in effect when the shipment is processed.

Depending on the applicable service, K-Cart may calculate charges using:

- Actual weight;
- Dimensional or volumetric weight;
- Minimum billable weight;
- Package dimensions;
- Number of packages; or
- Another stated billing method.

K-Cart reserves the right to correct a shipping charge where the original weight, dimensions, classification, package information, or other billing information is subsequently found to be inaccurate.

7. CUSTOMS, DUTIES, TAXES AND GOVERNMENT CHARGES

All goods imported into Jamaica are subject to applicable Jamaican laws, customs regulations, duties, taxes, fees, assessments, inspections, and other government requirements.
K-Cart does not determine or control customs duties, taxes, GCT, assessments, penalties, or other charges imposed by the Government of Jamaica or any competent authority.

Where applicable, the customer is responsible for paying all customs duties, taxes, fees, assessments, permits, licences, or other charges associated with their shipment.
K-Cart may require customers to provide:

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- Purchase invoices;
- Receipts;
- Proof of payment;
- Product descriptions;
- Identification;
- Import permits;
- Licences; or
- Other documentation required to process the shipment.

A shipment may be delayed until required documentation or payment has been provided.

8. PROHIBITED AND RESTRICTED ITEMS

Customers must not use K-Cart's services to ship goods that are prohibited, restricted, illegal, counterfeit, stolen, hazardous, improperly declared, or otherwise prohibited under applicable law, customs regulations, airline/carrier rules, or warehouse policies.

Examples may include, but are not limited to:

- Illegal drugs or controlled substances;
- Explosives;
- Weapons or restricted weapon components;
- Counterfeit merchandise;
- Hazardous materials;
- Certain batteries or dangerous goods;
- Stolen goods;
- Certain agricultural products;
- Live animals;
- Other restricted or regulated commodities.

This list is **not exhaustive**.

The fact that an item is available for purchase from an online retailer does not necessarily mean that the item is permitted to be imported into Jamaica.

K-Cart reserves the right, where permitted or required by law, to refuse, hold, return, quarantine, surrender, dispose of, or otherwise handle prohibited or restricted shipments.

The customer remains responsible for any lawful charges, penalties, return costs, storage costs, or other expenses arising from prohibited or improperly declared goods.

9. CUSTOMER RESPONSIBILITY FOR ONLINE PURCHASES

The customer is solely responsible for:

- Selecting the product;
- Selecting the seller;
- Paying the retailer;
- Confirming the correct size, colour, model, quantity, and specifications;
- Providing the correct shipping address;
- Confirming that the product is legal and eligible for importation;

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- Resolving disputes with the retailer.

K-Cart does not guarantee the:

- Quality;
- Authenticity;
- Condition;
- Size;
- Colour;
- Functionality;
- Compatibility;
- Warranty;
- Merchantability; or
- Legality

of any product purchased by the customer.

10. RETAILER ERRORS AND PRODUCT DISPUTES

K-Cart is not responsible for:

- Incorrect items sent by a retailer;
- Defective merchandise;
- Missing items from a retailer's shipment;
- Incorrect quantities;
- Retailer cancellations;
- Retailer refunds;
- Retailer warranties;
- Retailer chargebacks;
- Product recalls; or
- Disputes between the customer and the retailer.
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Such matters must generally be addressed directly with the retailer or seller.

K-Cart may provide reasonable logistical assistance where possible but does not assume responsibility for the retailer's obligations.

11. PACKAGE INSPECTION AND HANDLING

Packages may pass through multiple facilities and transportation providers before reaching Jamaica.

K-Cart and its authorized logistics partners may reasonably inspect, open, scan, weigh, measure, photograph, repackage, consolidate, separate, label, or otherwise process packages where necessary for:

- Identification;
- Security;
- Customs compliance;
- Prohibited-item screening;
- Transportation;
- Damage assessment;
- Package consolidation; or

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- Other legitimate logistics purposes.

12. PACKAGE DAMAGE

Customers should inspect their packages as soon as reasonably possible after receiving them. Where damage is identified, the customer should notify K-Cart promptly and provide supporting evidence, which may include:

- Photographs;
- Videos;
- Purchase invoices;
- Tracking information;
- Package labels;
- Description of the damage; and
- Evidence of the item's value.

K-Cart may investigate claims with the relevant warehouse, carrier, airline, customs broker, or other logistics provider.

K-Cart is not responsible for damage caused by inadequate packaging by the original retailer or seller, inherent product defects, ordinary wear and tear, improperly declared goods, or circumstances outside K-Cart's reasonable control.

13. LOST OR MISSING PACKAGES

If a shipment is believed to be lost or missing, the customer must notify K-Cart through its designated customer-service channel.
K-Cart may investigate the shipment using available tracking records and information from its warehouse, transportation providers, and other logistics partners.
The customer may be required to provide proof of purchase, invoices, package information, tracking information, and evidence of the value of the contents.
Any compensation or liability will be determined in accordance with applicable law, the relevant service terms, carrier limitations, and any applicable insurance or declared-value protection.

14. INSURANCE AND SHIPMENT PROTECTION

Unless expressly stated otherwise, payment of K-Cart's standard shipping charge does **not automatically constitute insurance for the full retail value of the package contents**.
Where K-Cart offers shipment protection, insurance, or declared-value coverage, such coverage will be subject to its specific terms, exclusions, eligibility requirements, limits, and claims procedures.
Customers should retain their invoices and proof of payment.

15. PICKUP OF PACKAGES

Once a shipment has completed the required processing and is available for collection, K-Cart may notify the customer.

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K-Cart may require:

- Valid identification;
- Customer/account verification;
- Confirmation of the shipment;
- Payment of outstanding charges; and/or
- Authorization for third-party collection.

K-Cart reserves the right to refuse release where it cannot reasonably verify the identity or authorization of the person attempting to collect the package.

16. THIRD-PARTY COLLECTION

A customer may authorize another individual to collect a package on their behalf where K-Cart permits this.

K-Cart may require the authorized person to provide identification and any information reasonably necessary to verify the authorization.

The customer remains responsible for the package once it has been released to an authorized person.

17. LOCAL DELIVERY

Where local delivery is available, delivery charges and service conditions may apply separately from international freight charges.

Customers must provide an accurate delivery address and contact information.

Additional charges may apply where:

- The customer provides an incorrect address;
- The customer is unavailable to receive the package;
- A second delivery attempt is required;
- The delivery location is outside the standard service area; or
- Special delivery arrangements are requested.

18. STORAGE AND UNCOLLECTED PACKAGES

K-Cart may provide a free collection period for shipments.

Where applicable, storage fees may begin after the stated free collection period.

If a package remains uncollected for an extended period, K-Cart may contact the customer using the information on file.

Subject to applicable law, K-Cart may ultimately return, dispose of, sell, abandon, or otherwise lawfully deal with an unclaimed shipment.

The customer remains responsible for outstanding applicable freight, storage, customs, delivery, or other charges.

19. RETURNS TO ONLINE RETAILERS

K-Cart's standard freight-forwarding service does not automatically include returning goods to the original retailer.

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If a customer wishes to return an item to a U.S. retailer, the customer is responsible for:

- Complying with the retailer's return policy;
- Obtaining any required return authorization;
- Paying applicable return shipping;
- Paying warehouse or handling charges;
- Meeting the retailer's return deadline.

K-Cart does not guarantee that a retailer will accept a return or provide a refund.

20. PAYMENT

K-Cart may require payment before:

- Shipment release;
- Local delivery;
- Processing;
- Collection; or
- Other services.

If applicable charges remain unpaid, K-Cart may withhold the shipment until payment is received. K-Cart reserves the right to correct billing errors, including errors resulting from incorrect package measurements, incorrect information, customs adjustments, or other legitimate corrections.

21. CUSTOMER ACCOUNT SECURITY

Customers are responsible for maintaining the confidentiality of their account credentials. Customers should immediately notify K-Cart if they suspect unauthorized access to their account.

K-Cart may suspend or terminate an account where there is reasonable suspicion of:

- Fraud;
- Abuse;
- Illegal activity;
- Repeated non-payment;
- Misuse of the service;
- False information; or
- Breach of these Terms.

22. PRIVACY AND CUSTOMER INFORMATION

K-Cart may collect and process personal information reasonably necessary to:

- Register customers;
- Identify shipments;
- Receive and track packages;
- Communicate with customers;
- Process payments;
- Facilitate pickup and delivery;
- Meet customs and regulatory requirements;
- Prevent fraud;

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- Provide customer service; and
- Operate the business.

Customer information may be shared with relevant warehouse operators, carriers, customs authorities, government agencies, payment processors, technology providers, delivery providers, and other service providers where reasonably necessary to provide the service or comply with applicable law.

K-Cart should maintain a separate Privacy Policy explaining its handling of personal information in greater detail.

23. THIRD-PARTY SERVICE PROVIDERS

K-Cart may use third-party providers, including:

- U.S. warehouse operators;
- Airlines;
- Freight carriers;
- Customs brokers;
- Technology platforms;
- Payment processors;
- Local delivery providers; and
- Other logistics partners.

K-Cart will take reasonable steps to address service issues with relevant providers but cannot guarantee the performance of independent third-party providers except where required by law or expressly agreed in writing.

24. DELAYS AND UNCONTROLLABLE EVENTS

K-Cart is not responsible for delays caused by circumstances outside its reasonable control, including:

- Severe weather;
- Natural disasters;
- Fire or flooding;
- Transportation accidents;
- Strikes or labour disruptions;
- Government restrictions;
- Customs action;
- Airport closures;
- Airline disruption;
- Security events;
- Civil unrest;
- Epidemics or pandemics;
- Exceptional shipment volumes; or
- Other extraordinary circumstances.

K-Cart will make reasonable efforts to communicate material delays where practicable.

25. LIMITATION OF LIABILITY

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To the maximum extent permitted by applicable law, K-Cart shall not be liable for indirect, incidental, special, consequential, or punitive losses, including loss of profits, loss of business, loss of anticipated savings, or business interruption.

Where K-Cart is legally determined to be liable for a shipment, its liability shall be subject to:

- Applicable Jamaican law;
- The applicable service terms;
- Any applicable carrier limitation;
- Any declared-value or insurance arrangement; and
- The circumstances giving rise to the claim.

Nothing in these Terms is intended to exclude or limit liability that cannot lawfully be excluded or limited.

26. CUSTOMER INDEMNIFICATION

To the extent permitted by law, the customer agrees to indemnify and hold harmless K-Cart Logistics Hub Limited, its directors, officers, employees, contractors, and service providers against claims, losses, penalties, costs, damages, or expenses arising from:

- The customer's breach of these Terms;
- Illegal use of the service;
- Prohibited or improperly declared goods;
- Incorrect shipment information;
- Violation of applicable laws; or
- Violation of third-party rights.

27. COMPLAINTS AND CLAIMS

Customers should submit complaints or claims through K-Cart's designated customer-service channel.

Claims should include, where applicable:

- Customer name;
- K-Cart account number;
- Tracking number;
- Description of the issue;
- Purchase invoice;
- Photographs;
- Proof of value; and
- Other supporting documentation requested by K-Cart.

K-Cart may investigate the matter with the relevant logistics providers before determining the appropriate response.

28. CHANGES TO THESE TERMS

K-Cart may update these Terms from time to time to reflect changes in:

- Services;
- Rates;
- Operating procedures;

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- Technology;
- Legal requirements; or
- Business practices.

The current version published by K-Cart will apply to future use of the service, subject to applicable law and any required notice.

29. GOVERNING LAW

These Terms shall be governed by the laws of **Jamaica**, subject to any mandatory consumer rights or other protections applicable to the customer.

The parties should first attempt to resolve disputes through good-faith communication with K-Cart.

Nothing in these Terms prevents a customer from exercising any legal right or remedy available under Jamaican law.

30. SEVERABILITY

If any provision of these Terms is found to be invalid or unenforceable, that provision shall be modified or interpreted to the minimum extent necessary to make it enforceable where legally permitted.

The remaining provisions shall continue in effect.

31. ENTIRE AGREEMENT

These Terms, together with K-Cart's:

- Current shipping rates;
- Service-specific conditions;
- Privacy Policy;
- Shipment instructions;
- Published claims procedures; and
- Other terms expressly incorporated by reference,

constitute the terms governing the customer's use of K-Cart Xpress, subject to applicable law.

32. CONTACT INFORMATION

K-CART LOGISTICS HUB LIMITED
Trading as: K-Cart Xpress
Country of Operation: Jamaica
Website: kcartxpress.com
Email: support@kcartxpress.com
Business/VIP Contact: 876-401-3148

Customer Acknowledgement

By registering for a K-Cart account, using a K-Cart warehouse address, submitting a shipment, paying for K-Cart services, or accepting a shipment, the customer acknowledges that they have

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had an opportunity to review these Terms & Conditions and agree to be bound by them.