**Terms and Conditions**

**Service Agreement: Liability and Exemption Clauses**

This Service Agreement (the "Agreement") is entered into by and between the Customer (the "Customer") and Patwa Parcels Shipping & Logistics (the "Company"). By using the Company's services, the Customer agrees to the following terms and conditions. These terms and conditions are designed to limit the Company’s liability in the event of delays, damage, or other unforeseen circumstances. The Customer is advised to carefully read and understand the Agreement before utilizing the Company's services.

1**. Limitation of Liability:**

Patwa Parcels Shipping & Logistics, its employees, agents, and affiliates shall not be liable for any delays, failures to deliver, loss, or damages to shipments arising out of or resulting from the following, but not limited to:

* Natural Disasters: Including, but not limited to, earthquakes, hurricanes, floods, wildfires, pandemics, or other acts of nature that disrupt transportation or logistics operations.
* Traffic Disruptions: Such as accidents, road closures, strikes, weather conditions, or unforeseen delays that impact transportation routes.
* Incorrect or Incomplete Information: If the Customer provides inaccurate, incomplete, or misleading information regarding the shipment, such as incorrect addresses, phone numbers, or item details, the Company will not be responsible for any delay or failure to deliver.
* Third-party Services: Delays or failure to perform arising from third-party service providers, including customs clearance agencies, air carriers, sea freight operators, and other logistical or governmental services not controlled by the Company.

2. **Indemnification and Hold Harmless Clause:**

The Customer agrees to indemnify, defend, and hold harmless the Company, its directors, officers, employees, agents, and affiliates from and against all claims, losses, damages, expenses, liabilities, and costs (including reasonable attorney fees) arising out of or in connection with:

* The Customer’s failure to comply with this Agreement.
* Any actions or omissions on the part of the Customer, including the provision of incorrect information or instructions.
* Any damage or loss of goods caused by third-party services beyond the Company's control.

3. **Force Majeure:**

The Company shall not be held liable for delays, non-performance, or damage to shipments caused by any event or circumstance beyond the Company’s reasonable control, including but not limited to:

* War, terrorism, or civil disturbances.
* Government restrictions or regulations.
* Labor strikes or industrial actions.
* Environmental or weather-related emergencies.
* Global or local pandemics, disease outbreaks, or health-related emergencies.

In such cases, the Company will make reasonable efforts to notify the Customer of the situation and any potential impacts on the shipment timeline. However, the Company shall not be held liable for the duration or effect of such delays.

4. **Customer’s Duty to Provide Accurate Information:**

The Customer is responsible for providing accurate and complete information when initiating any shipment, including the correct recipient address, contact details, and shipment contents. The Company will make reasonable efforts to ensure accurate delivery based on the information provided; however, any delay or failure caused by the Customer’s failure to provide such information shall not constitute a breach of this Agreement by the Company.

5. **Delivery and Transit Times:**

Estimated delivery times provided by the Company are approximate and should not be construed as a guarantee of delivery within a specific timeframe. The Company will use commercially reasonable efforts to meet the stated delivery times, but such estimates may be affected by factors outside the Company’s control, including the ones mentioned above. The Company does not assume responsibility for any loss or damage resulting from delays caused by factors outside its control.

6. **Waiver of Liability for Loss or Damage Due to External Factors:**

The Customer acknowledges that the Company shall not be held liable for any loss, damage, or delay to goods in transit that occurs due to:

* External factors such as customs inspections, governmental regulations, or weather-related events.
* The inherent nature of the goods being shipped, including perishable items, hazardous materials, fragile or easily damaged goods, or items that are not appropriately packaged for transport.
* Any actions or omissions by the Customer, including improper packaging or labeling.

7. **Dispute Resolution:**

Any dispute, claim, or controversy arising out of or relating to this Agreement, including but not limited to the Company’s liability or performance, shall be resolved through binding arbitration in accordance with the rules of the relevant arbitration body. The Customer and Company agree to first attempt to resolve the dispute through negotiation before seeking arbitration.

8. **Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company is located, without regard to its conflict of law principles.

9. **Severability:**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect, and such provision shall be modified to the extent necessary to make it valid, legal, and enforceable.

10. **Amendments and Modifications:**

The Company reserves the right to amend or modify this Agreement at any time. Any changes to the Agreement will be communicated to the Customer, and continued use of the Company’s services will be deemed acceptance of any such modifications.

By agreeing to use the services provided by Patwa Parcels Shipping & Logistics, the Customer acknowledges and accepts the terms and conditions set forth in this Service Agreement, including the limitations of liability outlined herein.

**Prohibited Items Clause**

This Prohibited Items Clause (the "Clause") is part of the Service Agreement between the Customer (the "Customer") and Patwa Parcels Shipping & Logistics (the "Company"). By using the Company's services, the Customer agrees to comply with the provisions set forth regarding prohibited items. This Clause is designed to protect the Company, its employees, and other stakeholders from legal, financial, and operational risks arising from the shipment of dangerous, illegal, or improperly packaged goods.

1. **Prohibited Items**

The following categories of items are strictly prohibited from being shipped via the Company’s services:

* **Dangerous Goods:** Any items classified as hazardous, explosive, flammable, corrosive, toxic, or otherwise harmful to people, property, or the environment. This includes, but is not limited to, chemicals, fireworks, pressurized containers, radioactive materials, and certain batteries (such as lithium-ion batteries, unless properly packed and labeled).
* **Perishable Items Without Proper Packaging:** Any goods that require temperature control (such as food, medical supplies, or flowers) that are not properly packaged, stored, or handled in compliance with industry standards for perishable items. Items that are likely to spoil, rot, or deteriorate during transit without the necessary refrigeration or preservation measures are not accepted.
* **Illegal Substances**: Any goods or materials that are illegal to possess, distribute, or transport under applicable local, national, or international laws. This includes, but is not limited to, narcotics, controlled substances, counterfeit goods, human trafficking materials, and other illicit items. The Company will not knowingly or unknowingly facilitate the shipment of illegal items.
* **Weapons and Firearms:** Any firearms, ammunition, explosives, or items that resemble weapons (whether functional or non-functional) are prohibited from being shipped via the Company.
* **Currency and Valuable Items:** Physical currency, banknotes, or negotiable instruments of high value, as well as precious metals or gemstones that are considered high-risk for theft or loss, are not accepted for shipment.
* **Live Animals or Insects:** The shipment of live animals, insects, or any creatures (unless specifically permitted and arranged with the Company under appropriate guidelines) is prohibited.
* **Human Remains or Body Parts:** Human remains, body parts, or biological samples intended for purposes not related to medical or scientific research and not complying with relevant regulations are prohibited.
* Stolen or Illegally Acquired Goods: Any goods suspected to be stolen or acquired through illegal means are strictly prohibited and subject to immediate confiscation.

2. **Customer Responsibility for Compliance**

* **Accurate Declaration:** The Customer is required to accurately declare all items being shipped, including their contents and any potential hazards. Any failure to do so constitutes a breach of this Clause and could result in immediate refusal of shipment, penalties, or legal action.
* **Proper Packaging:** The Customer is responsible for ensuring that items, particularly perishable goods, dangerous goods, and fragile items, are packed and prepared in compliance with industry regulations. The Company reserves the right to reject items that are deemed improperly packaged, inadequately labeled, or unsafe for transport.
* **Legal Compliance:** The Customer must ensure that the shipment complies with all applicable laws, rules, and regulations governing the shipment of goods both in the original country and the destination country. The Company will not be held liable for any legal violations or penalties arising from the shipment of prohibited or illegal items.

3. **Consequences of Shipping Prohibited Items**

* **Immediate Rejection:** If prohibited items are discovered before or during transit, the Company may reject the shipment and return it to the Customer at the Customer’s expense. The Company may also choose to destroy or dispose of any illegal or hazardous items necessary to comply with applicable regulations.
* **Confiscation and Reporting:** In cases where illegal substances or prohibited items are found, the Company reserves the right to contact law enforcement authorities and report the incident, which may result in legal action against the Customer. The Customer will bear all costs associated with such actions.
* **No Liability for Damages or Loss:** The Company shall not be liable for any damages or loss resulting from the discovery of prohibited items, including delays, destruction, confiscation, or legal consequences. Any such costs will be the sole responsibility of the Customer.

4. **Exemptions and Special Circumstances**

* **Dangerous Goods:** In certain instances, dangerous goods may be shipped under specific conditions and with prior approval from the Company, in accordance with relevant safety and regulatory standards. The Customer must notify the Company in writing about the nature of the dangerous goods and comply with all legal and safety requirements.
* **Perishable Goods:** Perishable goods may be shipped with proper packaging and temperature control, subject to prior written approval by the Company. The Customer must provide adequate proof of appropriate packaging methods and temperature control during transit.

5. **Indemnification for Prohibited Items**

The Customer agrees to indemnify, defend, and hold harmless the Company, its employees, agents, affiliates, and partners from any liability, loss, damages, fines, or expenses (including reasonable legal fees) arising out of the shipment of prohibited items, including items that violate this, Clause. This includes any legal actions, confiscations, or penalties incurred due to the shipment of such items.

6. **Right to Amend and Update Prohibited Items List**

The Company reserves the right to amend or update the list of prohibited items at its sole discretion, based on changes in legal regulations, industry standards, or Company policy. The Customer will be notified of any significant updates, and continued use of the Company’s services will be deemed acceptance of such changes.

By using the services of Patwa Parcels Shipping & Logistics, the Customer acknowledges and agrees to the prohibitions outlined in this Clause and accepts the consequences for non-compliance.

**Payment Terms Clause**

This **Payment Terms Clause** (the "Clause") is part of the Service Agreement between the Customer (the "Customer") and **Patwa Parcels Shipping & Logistics** (the "Company"). By utilizing the Company's services, the Customer agrees to the following payment terms, which outline the procedures, requirements, and responsibilities associated with payments for shipping and logistics services.

**1. Payment Requirements**

* **Payment in Advance**: Payment for all services provided by the Company, including but not limited to pick-up, delivery, and shipping, must be made in full prior to the shipment being sent or delivered. Payment can be made either:
	+ **At the Cashier**: Payment may be made in person at the Company’s designated cashier or service counter.
	+ **Online**: Payment may also be made through the Company’s authorized online payment portal.
* **Payment Prior to Service**: No shipment will be processed, dispatched, or delivered until the full payment is received and cleared up by the Company, unless otherwise specified in a business account arrangement. This includes the costs associated with any applicable delivery, handling, or additional services.
* **Business Accounts**: If the Customer has an established business account with the Company, payment may be made according to the agreed-upon payment terms and conditions specific to the account. Business account customers will be subject to invoicing and payment deadlines set forth by the Company and any credit limits or terms associated with the account.

**2. Accepted Payment Methods**

The Company accepts the following methods of payment for individual transactions:

* **Cash**: In-person payments made at the Company’s cashier or service desk.
* **Credit and Debit Cards**: Accepted through both cashier and online portals. Major credit and debit cards, such as Visa, MasterCard, and American Express, are accepted.
* **Bank Transfers**: Bank transfers are accepted by business account holders or on a case-by-case basis for high-value shipments.
* **Online Payment Platforms**: Payments made via secure third-party payment systems or the Company’s integrated payment solutions (e.g., PayPal, Stripe, etc.).

The Company reserves the right to modify the list of accepted payment methods at any time, and any changes will be communicated to the Customer.

**3. Payment Timing**

* **Before Shipment/Delivery**: Payment must be made in full and processed before any package is picked up by the Company or dispatched for delivery to the intended recipient. The Customer acknowledges that the Company will not take possession of the package for delivery or shipment until payment is confirmed.
* **Late Payments**: If payment is not received in full by the time the shipment is to be processed, the Company reserves the right to delay or cancel the shipment. In such cases, the Customer will be notified and will be required to make the necessary payment before services can resume. The Company will not be held liable for any delays or failure to deliver resulting from late payment.

**4. Business Accounts Payment Terms**

For Customers with established business accounts, the following payment terms apply:

* **Invoicing**: Invoices will be issued for services rendered, with payment terms specified on each invoice. The standard payment term for business accounts is **30 days from the date of the invoice**, unless otherwise agreed upon in writing.
* **Credit Limit**: Business accounts may have a pre-approved credit limit, which must be adhered to. If the account exceeds the credit limit, services will be suspended until the balance is paid down.
* **Late Payment Fees**: If payment is not made by the due date, a late payment fee will apply, as specified in the business account agreement. This fee will accrue daily and will be added to the outstanding balance.
* **Account Suspension**: If payment is not received within the agreed-upon time, the Company reserves the right to suspend or terminate the business account, withhold any future shipments, and take legal action for recovery of unpaid amounts.

**5. Refunds and Cancellations**

* **Refund Eligibility**: Refunds for payments made in advance are subject to the Company’s refund policy. In case of cancelled shipments or undeliverable packages, refunds may be issued at the discretion of the Company, minus any applicable processing or administrative fees.
* **Non-Refundable Charges**: Certain fees, including but not limited to expedited delivery charges, special handling fees, and non-refundable deposits, may not be eligible for a refund under any circumstances.
* **Payment Disputes**: Any disputes regarding payment amounts, charges, or refunds must be submitted in writing to the Company within **10 business days** from the date the payment was made, or the invoice was issued. The Company will review and address any disputes in a timely manner in accordance with its internal procedures.

**6. Failure to Pay**

* **Non-Payment**: If the Customer fails to make payment as required by the terms of this Clause, the Company reserves the right to take one or more of the following actions:
	+ Suspend or cancel the Customer’s shipment.
	+ Withhold any further services until full payment is received.
	+ Initiate legal action to recover the outstanding amount, including all associated costs such as attorney fees and court fees.
	+ Report on the outstanding debt to credit bureaus or collection agencies.
* **Account Termination**: Continued non-payment may result in the termination of the Customer’s ability to use the Company’s services, and any business accounts may be closed.

**7. Taxes and Additional Fees**

* The Customer is responsible for paying all applicable taxes, customs duties, and any additional fees that may be incurred during the shipping process, including but not limited to customs fees, delivery surcharges, or packaging costs.
* The Customer agrees to pay any such charges in addition to the standard shipping fees. The Company will provide an estimate of any such fees during the booking process, but the final amount will be determined by the relevant authorities or circumstances at the time of shipment.

**8. Right to Amend Payment Terms**

The Company reserves the right to modify or amend these Payment Terms at any time. Any changes will be communicated to the Customer in writing or through an update to the Service Agreement. Continued use of the Company’s services after such changes constitutes acceptance of the updated Payment Terms.

By utilizing the services of **Patwa Parcels Shipping & Logistics**, the Customer agrees to the terms and conditions outlined in this Payment Terms Clause, including the requirement for timely payment prior to shipment and the consequences for non-compliance.

**Storage Policy Clause**

This **Storage Policy Clause** (the "Clause") is part of the Service Agreement between the Customer (the "Customer") and **Patwa Parcels Shipping & Logistics** (the "Company"). By using the Company's storage services, the Customer agrees to the following terms and conditions regarding the storage, handling, and disposal of packages. This Clause outlines the responsibilities of the Customer and the Company concerning packages that remain uncollected.

**1. Storage of Packages**

* The Company provides storage services for packages on behalf of the Customer, subject to the terms and conditions of this Agreement.
* **Storage Fees**: The Customer agrees to pay any applicable storage fees for packages that are kept in the Company’s facilities. Storage fees will be charged starting from the date the package is received at the Company’s facility, and the Customer will be informed of the applicable storage rates at the time of storage.
* **Conditions of Storage**: The Company will take reasonable precautions to protect stored packages from damage, theft, or loss, but the Company’s liability for stored goods is limited in accordance with the **Liability and Exemption Clauses** of the Service Agreement. The Company is not liable for damages to, or loss of goods stored for an extended period, especially if the Customer has failed to collect the items within the specified time frame.

**2. Uncollected Packages**

* **Collection Period**: The Customer must collect any stored package within **two (2) months** from the date the package is first stored at the Company’s facility.
* **Notification**: The Company will make reasonable efforts to notify the Customer via email, phone, or other communication methods regarding the availability of their package for collection. However, it is the Customer's responsibility to track the status of their stored packages and ensure timely collection.
* **Failure to Collect**: If the Customer has not collected their package within the **two-month period**, the Company reserves the right to take the following actions:
	+ **Sell the Package**: The Company may, at its discretion, sell the uncollected package or its contents to recover storage fees, handling fees, and other associated costs.
	+ **Dispose of the Package**: If the package is deemed unsellable or if the Customer has not responded to notifications, the Company may dispose of the package in a manner it deems appropriate, including recycling or destroying the contents.
	+ **Public Sale**: If the package is sold, the Company will attempt to sell it at fair market value through public or private sale. The proceeds from any sale will first be applied to cover outstanding storage fees, administrative costs, and any other fees incurred by the Company for handling the package. Any remaining balance from the sale (after deducting these costs) will be provided to the Customer, if applicable.
* **Notification of Sale or Disposal**: The Customer will be notified in writing (via email or registered mail) before the Company takes action to sell or dispose of the uncollected package. The notification will include details such as the package’s identification, the storage period, and the steps the Company will take if the package is not collected.

**3. Charges and Fees for Extended Storage**

* The Customer acknowledges that continued storage beyond the specified period may incur additional fees. These fees will be calculated based on the duration of storage and the size or nature of the item being stored.
* The Customer agrees to pay all outstanding storage fees and related charges, including handling fees and any costs associated with the sale or disposal of the uncollected package.

**4. Conditions for Retrieval**

* **Proof of Ownership**: To collect a stored package, the Customer must provide sufficient proof of ownership, including a valid identification or tracking number, or any other identifying information as required by the Company.
* **Timely Collection**: The Customer must collect the stored package within **two months** from the date of the notification, or the package will be subject to the terms outlined in this Clause regarding sale or disposal.

**5. Risk of Loss or Damage to Uncollected Packages**

* The Company is not liable for any damage, theft, or loss of goods that remain uncollected beyond the two-month storage period. By failing to collect their package in the time provided, the Customer acknowledges and accepts that the Company has the right to dispose of or sell the uncollected items with no further obligation or liability.

**6. Indemnification of Uncollected Packages**

The Customer agrees to indemnify, defend, and hold harmless the Company, its employees, agents, and affiliates from any liability, claims, or damages arising from the sale, disposal, or destruction of uncollected packages, including any legal fees associated with such actions.

**7. Right to Amend and Update Storage Policy**

The Company reserves the right to modify, amend, or update this Storage Policy at its discretion. Any changes to the policy will be communicated to the Customer, and continued use of the storage service after such changes are made constitutes acceptance of the updated policy.

By using the storage services of Patwa Parcels Shipping & Logistics, the Customer acknowledges and agrees to the terms and conditions outlined in this Storage Policy Clause, including the two-month storage period, and the consequences of failing to collect a package within that time frame.

**Cancellation Policy Clause**

This **Cancellation Policy Clause** (the "Clause") is part of the Service Agreement between the Customer (the "Customer") and Patwa Parcels Shipping & Logistics (the "Company"). By using the Company’s delivery services, the Customer agrees to the following terms and conditions regarding the cancellation of scheduled deliveries. This Clause sets forth the process, timing, and consequences of cancelling a delivery service.

1. **Cancellation Requirements**

* **Cancellation Window:** The Customer may cancel a scheduled delivery by providing notice to the Company at least two (2) hours before the scheduled delivery time.
* **Cancellation Method:** Cancellation requests must be made through the Company’s designated communication channels, which may include but are not limited to:
	+ Customer service hotline or phone number.
	+ Email address provided by the Company for cancellations.
	+ Online portal or mobile app, if applicable.
* **Timely Notice:** The cancellation notice must be received by the Company within the two-hour window prior to the scheduled delivery time. Cancellations made after the two-hour window will not be accepted and will be subject to the terms outlined below.

2. **Late Cancellations and Non-Cancellations**

* **Late Cancellations:** If the Customer cancels the scheduled delivery less than two hours before the scheduled delivery time, the Company reserves the right to charge a late cancellation fee. The size of this fee will be specified in the Company’s pricing schedule or on the invoice, and it may vary depending on the type of delivery service.
* **Non-Cancellation:** If the Customer does not cancel the delivery and the package is not successfully delivered due to the Customer's unavailability or refusal to accept the delivery, the Customer may still be responsible for the full payment of the delivery charges. In addition, the package may be subject to additional charges for re-delivery or storage, as applicable.

3. **Refunds for Cancellations**

* **Eligible Refunds:** If a cancellation is made at least two (2) hours before the scheduled delivery, and payment has already been made, the Customer may be eligible for a full or partial refund, depending on the terms of the delivery service purchased. The Company will assess the situation and determine if a refund is warranted, minus any applicable cancellation fees or charges.
* **Ineligible Refunds:** If the cancellation request is received less than two hours before the scheduled delivery or if the delivery is successfully completed, the Customer will not be eligible for a refund.

4. **Rescheduling Deliveries**

* **Rescheduling:** If the Customer wishes to change the delivery time or date, they may request to reschedule the delivery, subject to availability. A rescheduling request made within the two-hour cancellation window will be treated as a modification of the delivery, and the Company will attempt to accommodate the new schedule.
* **Rescheduling Fees:** The Company may charge a rescheduling fee for modifications made to the delivery schedule, especially if the request is made close to the originally scheduled delivery time. The rescheduling fee will be communicated to the Customer before the change is confirmed.

5. **Cancellation by the Company**

* Company's Right to Cancel: The Company reserves the right to cancel or delay any delivery for reasons beyond its control, including but not limited to:
	+ Natural disasters or extreme weather conditions.
	+ Traffic disruptions or road closures.
	+ Legal, regulatory, or safety restrictions.
	+ Technical issues with the Company’s delivery systems.
* **Customer Notification:** In the event the Company needs to cancel or delay a delivery, the Customer will be notified as soon as possible, and the Company will work with the Customer to reschedule the delivery at no additional cost. If a rescheduled delivery is not feasible, the Company will issue a refund for the delivery charges, provided no services were rendered.

6. **Indemnification and Liability**

* The Customer agrees to indemnify, defend, and hold harmless the Company, its employees, and agents from any claims, damages, losses, or costs (including legal fees) arising from the Customer's failure to cancel in accordance with this Cancellation Policy. This includes any charges resulting from late cancellations, missed deliveries, or requests for re-delivery due to the Customer’s failure to cancel within the required timeframe.

7. **Right to Amend and Update Cancellation Policy**

The Company reserves the right to modify or amend this Cancellation Policy at any time, in its sole discretion. Any changes to the policy will be communicated to the Customer, and continued use of the Company’s services after such changes are made constitutes acceptance of the updated policy.

By using the services of Patwa Parcels Shipping & Logistics, the Customer acknowledges and agrees to the terms and conditions outlined in this Cancellation Policy Clause, including the requirement to cancel at least two (2) hours before the scheduled delivery time, and the associated consequences of late cancellations.