

TERMS AND CONDITIONS

Customer Disclaimer and Authorization

Agreement

By utilizing the services of YAADPORT COURIER ("The Company"), you, the customer ("The Client"), agree to the following terms and conditions:

Authorization for Customs Clearance

You hereby authorize YAADPORT COURIER. ("the Company") to act as your authorized agent and representative for the purpose of clearing shipments through Jamaican customs. This authorization includes, but is not limited to, the completion of all necessary documentation, payment of applicable customs duties, taxes, and fees, and the coordination of the release of your goods from customs.

Customs Duties, Taxes, and Other Charges You acknowledge and agree that YAADPORT COURIER. ("the Company") may, at its discretion, pay any customs duties, taxes, government fees, and other charges ("Customs Charges") incurred during the customs clearance process on your behalf. You further agree to reimburse the Company for any such Customs Charges, along with any associated service fees, promptly upon receipt of an invoice. The Company reserves the right to recover these amounts through the invoicing process, and failure to make timely payment may result in delays or refusal of service.

Processing Fee YAADPORT COURIER reserves the right to charge a processing fee for customs clearance services in addition to any government-mandated charges, such as customs duties, taxes, or other fees. The processing fee will be disclosed to you in advance and will be itemized separately on the invoice. By accepting the services, you agree to pay the processing fee as outlined in the invoice. **Goods Held for Non-Payment** YAADPORT COURIER ("the Company") reserves the right to withhold goods until full payment has been received for all applicable customs duties, taxes, service fees, and any other outstanding charges. In the event of non-payment, the Company shall not be liable for any delays, damages, or losses arising from the withholding of goods. Any delay caused by nonpayment or failure to settle outstanding amounts will be the sole responsibility of the Client, and the Company shall have no obligation to release the goods until all charges are paid in full.

Accuracy of Information

You confirm that all information provided to YAADPORT COURIER for the purpose of customs clearance (e.g., contents of shipment, value of goods) is true and accurate. You accept liability for any penalties, fines, or additional costs resulting from inaccurate or false information.

Acceptance of Terms

By engaging YAADPORT COURIER for customs clearance, you acknowledge that you have read, understood, and agree to the terms outlined in this disclaimer.

Unclaimed Items Policy Notification and Collection:

You will be notified when your package has been cleared and is available for collection. It is your responsibility to arrange for payment and collect your package within 30 days from the date of notification. Failure to do so may result in additional charges or the forfeiture of the package.

Storage Fees: YAADPORT COURIER ("the Company") reserves the right to charge reasonable storage fees for any package that remains uncollected after the 30-day period. Storage fees will accrue on a daily basis, starting from the 31st day after the notification.

Sale or Disposal of Unclaimed Items: If a package remains unclaimed after 30 days and all reasor attempts to contact you have failed, the Company reserves the right to sell, auction, or otherwise dispose of the unclaimed items. This is to recover any outstanding charges, including but not limited to, customs duties, taxes, service fees, and storage costs. Any proceeds from the sale of unclaimed items will be applied towards the outstanding balance. If the proceeds from the sale or disposal do not cover the full amount owed, you will remain liable for the remaining balance.

Storage Fees

Free Storage Period: You will have a period of 7 days from the date of notification to collect your package without incurring any storage fees.

Storage Fee After 7 Days: If the package is not collected within the 7-day free storage period, a storage fee of JMD 100 per day will be charged for each day the package remains uncollected. Storage fees will accrue daily starting on the 8th day after notification.

Maximum Storage Period: If a package remains unclaimed for a period of 30 days or more from the date of notification YAADPORT COURIER ("the Company") reserves the right to sell, auction, or otherwise dispose of the unclaimed items to red any outstanding charges, including but not limited to storage fees, customs duties, taxes, and other incurred costs. Any proceeds from the sale of unclaimed items will be applied towards the outstanding balance. If the proceeds from the sale or disposal do not fully cover the outstanding charges, you remain liable for the remaining balance.

Limitation of Liability

YAADPORT COURIER ("the Company") shall not be liable for any delays, damages, losses, or other costs arising from circumstances beyond its reasonable control, including but not limited to customs inspections, government regulations, force majeure events, or the actions of third-party carriers.

The Company makes no guarantees regarding the timeframes for customs clearance or delivery, and any delays caused by these external factors shall not be grounds for a claim against the Company.

You acknowledge that the Company may take all actions reasonably necessary to facilitate customs clearance, including interacting with third parties on your behalf. You agree to indemnify, defend, and hold the Company harmless from all claims, damages, losses, liabilities, or expenses arising from the Company's involvement in the customs clearance process, including but not limited to any acts or omissions by third-party carriers or government authorities.

The Company also shall not be liable for any loss resulting from the sale or disposal of unclaimed items after the 30-day storage period.

Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of Jamaica. You agree that any dispute, claim, or legal action arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Jamaica.

By accepting these Terms and Conditions, you consent to the jurisdiction of the courts of Jamaica for any such dispute.