

SHIPFTY FULFILLMENT AND FORWARDING SERVICES INC

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Waiver Of Liability

This agreement releases Shipfty Fulfillment and Forwarding Services, Inc. and any of its affiliates from all liability relating to:

1. Shipment damage or missing parts that may occur during transportation of the said shipment from origin to destination should I opt not to avail of optional insurance for my cargo. For cargoes exceeding CAD 500, mandatory insurance of 5% of the total value, is imposed. In such a case, the amount covered shall be limited to the amount declared.
2. The non-declaration or misdeclaration of any items relating to the customer's packages.
3. Any damages or loss to shipment incurred regardless of whether damages or loss caused by negligence on the part of Shipfty, its affiliate, Airlines, Vessel Lines or Trucking company provided such losses or damages could have been prevented by special packaging, crating or protective covering should the customer elect to use his packaging materials thereby opting out of any protective packaging or freight-worthy packaging as an added protection for the said shipment.
4. Transporting the customer's shipment without crates or protective coverings for which he had been duly advised by Shipfty about the risk. These include but are not limited to Broken Parts, Loss of Loose Parts, Damaged equipment, Loss of High-Value Shipment, Scratches, and Scraps on equipment and machinery, etc. I confirm that I have given my consent to proceed with the shipment as is and with my packaging and that all risks have been made clear to me.

The customer also certifies that there are no prohibited items by law and unauthorized by Health Canada and all other government agencies in my packages.

I fully understand that the importation and sale of unauthorized health products are illegal and strictly prohibited. For more information, please visit this link:

<https://recalls-rappels.canada.ca/en/alert-recall/unauthorized-products-may-pose-serious-health-risks-june-16-2022-february-10-2023#>

I also understand that prohibited items are not allowed to be imported or exported as discussed to me. Prohibited products include but are not limited to:

- Shipments prohibited by law
- Bank bills, notes, or currency
- Common fireworks
- Hazardous waste or hazardous waste service
- Human remains, fetal remains, human body parts, human embryos, or components thereof
- Ivory
- Marijuana, including marijuana intended for medical use and Cannabidiol ("CBD") derived from Marijuana
- Postage stamps
- Shark fins
- Vape products within, to or from the U.S

Canada Import Prohibitions

- Coin, base, or counterfeit
- Customs tariff criminal code importation of offensive weapons
- False description of the geographical origin of goods and goods with trademarks - tariff item 9897.00.00
- Firearms and weapons (Canadian Firearms Center)
- Goods manufactured or produced wholly or in part by prison labor
- Importation of used or second-hand motor vehicles
- D9-1-15 policy for the administration of tariff item 9899.00.00 - hate propaganda, treason, and sedition
- Used or second-hand mattresses
- Personal shipments of alcohol and tobacco
- Hemp products such as cosmetics, clothing, food, etc. containing Tetrahydrocannabinol (THC)
- Alcohol beverages
- Ammunition of any kind
- All live animals, dead animals, and animals that have been mounted
- Money, cash, coins, currency, paper money, and negotiable instruments equivalent to cash, such as endorsed stocks, bonds, and cash letters
- Collectible coins and stamps
- Hazardous materials and hazardous waste, including, but not limited to, used hypodermic needles, syringes, or other medical waste (shipments to Canada classified as "Other Regulated Materials - Domestic" (ORM-D) are allowed if they contain consumer commodities only and are properly labeled.)
- Human corpses, human organs or body parts, human and animal embryos, or cremated or disinterred human remains
- Dangerous Goods
- Firearms, weaponry, and their parts (and replicas thereof)
- Explosives, fireworks, flares, matches
- Furs
- Plants, plant materials, and seeds, including cut flowers
- Perishables (including, but not limited to, perishable food/foodstuffs/beverages, perishable pharmaceuticals, and any other items requiring refrigeration or other environmental controls)
- Pornographic and/or obscene material
- Tobacco, cigarettes, and tobacco products
- Unaccompanied baggage
- Lottery tickets and gambling devices were prohibited by law
- Shipments that may cause damage to, or delay, equipment, personnel or other shipments
- Shipments that require any special license or permit for transportation, importation or exportation
- Shipments whose carriage, importation or exportation is prohibited by any law, statute or regulation
- Packages that are wet, leaking or emit an odor of any kind
- Improperly packaged shipments
- Waste or garbage for disposal
- Live insects
- Electronic Cigarettes that contains nicotine, propylene glycol and other chemicals listed on the Canadian Food and Drug controlled substance list
- Medical Samples
- Visa Applications
- Shipments being processed under:
- Duty drawback claims unless advance arrangements are made
- Temporary Import Bonds

- U.S. State Department licenses
- Carnets
- U.S. Drug Enforcement Administration export permit
- Letters of credit
- Certificate of Registration
- Shipments moving into or out of U.S. Foreign Trade Zones or bonded warehouses

For more information, please visit: <https://www.canada.ca/en/health-canada.html>
<https://www.cbsa-asfc.gc.ca/travel-voyage/rpg-mrp-eng.html>

The above list may not be all inclusive. It is the responsibility of the customer importer to research government regulations prior to importation.

SHIPFTY FULFILLMENT AND FORWARDING SERVICES INC is releasing itself of any liability for any prohibited items by law and unauthorized by Health Canada.

SHIPFTY FULFILLMENT AND FORWARDING SERVICES INC shall not be responsible for any delays or failures that occur as a result of customs checks and inspections.

I understand that all export or import duties, taxes, and other customs fees for goods will be my responsibility. SHIPFTY FULFILLMENT AND FORWARDING SERVICES INC is not responsible for these charges. In some cases, the carrier may impose additional sanctions and storage fees without prior notice. I undertake to pay these charges should they occur.

SHIPFTY FULFILLMENT AND FORWARDING SERVICES INC reserves the right to open my packages for inspection if there is an inconsistency between the item's description and the item's actual value as declared and if there is reasonable ground to believe that the packages contain unauthorized or prohibited items.

By signing below I forfeit all rights to bring a suit against SHIPFTY FULFILLMENT AND FORWARDING SERVICES INC and any of its affiliates for any reason written above as well as any reason which may not be written above but forms part of the risk assessment communicated either verbally or in writing to me.

I, _____, fully understand and agree to the above terms. Shipment
 Invoice Number:

 Client Keith Garcia Signature

 Date

For Office Only

 Processing Staff

 Date