

Shipping Terms & Conditions

1. Subject to the terms and conditions herein, Lex Pack & Ship (“we” or “us”) will receive and forward parcels for customer (“you”). The carrier for all parcels accepted by us shall be either UPS , Fedex, or DHL unless otherwise noted. Parcels accepted from you are subject to refusal for shipment by the carrier. You represent that your true name and address appear on the front of this form.
2. We do not accept hazardous material, illegal items or articles of unusual value, including cash and jewelry for shipment.
3. We assume no liability for the delivery of the parcels accepted for shipment nor for loss or damage by any cause to the parcels or their contents while in transit.
4. We are not liable for carrier’s failure to make timely delivery date specified. Any statement by us as to probable date of delivery by the carrier is a statement of opinion and estimate only and is not warranted in any manner. We are not liable for any consequential, incidental or punitive damages resulting from delays in shipping or delivery. Our responsibility for damage to items caused by improper packaging by us is limited by the Declared Value Terms and Conditions below.
5. You understand that the carrier’s liability for lost or damaged parcels is limited by the provisions contained in this Parcel Shipping Order (PSO) and that declared value coverage will be available to you only if you have complied with all Declared Value Terms and Conditions below. You agree to all terms and conditions on this PSO whether or not declared value coverage is purchased. You expressly acknowledge that the value of each parcel does not exceed the amount stated by you in the Declared Value section of this form. If no amount is specified in the Declared Value section, you acknowledge that the value of the parcel(s) shall not exceed \$100.
6. If you have a claim against the carrier or declared value coverage provider for loss or damage to your parcel, you agree to make the claim through Lex Pack & Ship. You expressly agree that we have no liability if any claim is denied or paid only in part by the carrier or any other declared value provider.
7. This PSO constitutes the entire agreement between you and us, and supersedes all prior/subsequent and/or contemporaneous representations, either written or oral.
8. Lex Pack & Ship is not responsible for interruptions to or failures of electronic processes, including transmission of shipping order information.

INTERNATIONAL SHIPMENTS

Duties, fees, and taxes are assessed on all dutiable commodities that are controlled by the country of destination, not us, or the particular carrier that transports your shipment. We cannot predetermine the amount of duty or tax for a given shipment. Duties, fees, taxes, as well as any other charges including customs, penalties, storage costs, or other expenses incurred as a result of an action by customs or failure by you or your consignee to provide proper or accurate documentation will be charges to the consignee. You, however accept liability for the above obligations in the event of non-payment by the consignee. Packages refused or otherwise undeliverable will either be abandon or returned to you at your expense. In either event, you are liable for shipping and all other applicable charges specified above.

DECLARED VALUE TERMS AND CONDITIONS

For an additional fee we will obtain declared value coverage for your shipment through the carrier designated on this PSO or from an independent company. Please note that we surcharge the cost of this product.

Limitations on Liability

Our liability, the carrier’s liability or any other declared value coverage provider’s liability for loss or damage to your package is limited to your actual damages or \$100, whichever is less, unless you pay for and declare a higher authorized value. Provided you declare and pay for declared value coverage, the maximum recovery is limited to the value declared, repair cost, replacement cost, or fair market value, whichever is less. Declared value coverage is not available for items of sentimental value or items such as artwork, jewelry, statuary precious metals, furs, negotiable instruments, and certain other items, such as very fragile items. Parcel packaged by you not meeting carrier’s packaging standards are not covered for damage during shipment. Each declared value provider designates monetary limits of coverage.

Filing a Claim

Any and all claims must be made in writing and received by the Lex Pack & Ship that shipped the item within 15 days after the parcel was shipped. Claims not made in writing within 15 days after the shipment was made are hereby waived. If the recipient accepts the package without noticing damage on the delivery record, any and all claims are waived. If any parcel arrives damaged, the recipient must save all packaging materials/cartons, all documents, including, but not limited to, this PSO, a copy of the receipt and proof of declared value. Within 90 days after filing a claim, you must make these items and any other relevant information available for inspection by the carrier’s or independent company’s local agent.



