



ForexNZ
FREIGHT FORWARDER

SHIPPER'S EXPORT DECLARATION & PACKING LIST

G.S.T. No: 99-154-195

WorkStore Unit 53-54, 19 Ormiston Rd. East Tamaki Auckland 2019

Phone : 09 577-1383 / 02102470018 / 0211119315

Email : support@forexumac.co.nz / www.forexumac.co.nz

*** BOX NUMBER :**

PNZ

Please refer to your BOX

* Answer required field entries to avoid delay.

SENDER'S DETAILS :

* Family Name										* Given Name										* Middle Name																			
* Address										* Suburb										* City										* ZIP Code									
* Date of Birth (dd/mm/yyyy)										* Contact Number/s										* Email Address																			

RECEIVER'S DETAILS :

* Family Name										* Given Name										* Middle Name																			
* Address 1 (House No., Block No., Lot No., and Street Name only)																																							
* Address 2 (Barangay, Barrio, Phase, Purok, Village, Subdivision only)																																							
* Province										* ZIP Code										* Contact Number/s (Must Have)																			

NZ Customs Export Law : Exempt-entry Goods - Declared Value at less than 1,000.00 NZD

QUANTITY item/pcs/unit	DESCRIPTION	NEW	USED	QUANTITY item/pcs/unit	DESCRIPTION	NEW	USED	QUANTITY item/pcs/unit	DESCRIPTION	NEW	USED
	Bags				Kitchenware				Others		
	Canned Goods				Laundry						
	Clothings				Household Linen						
	Confectionary				Shoes						
	Cosmetics				Stationaries						
	Decors				Supplements						
	Electronics				Toiletries						
	Furnitures				Tools						
	Groceries				Toys						

This is to certify that I am sender of the above item; that the above detailed list of the goods contained in this box sent to the Philippines has been made in good faith and to the best of my knowledge and belief, is true and correct pursuant to the provisions of the Customs Modernization and Tariff Act of the Philippines and its implementing rules and regulation; that there are no undeclared, illegal or prohibited items, including firearms, ammunition, illegal drugs, dangerous goods, included in this shipment; and that my freight forwarder, Forex Umac Express Cargo NZ Limited trading as **FOREXNZ FREIGHT FORWARDER**, with address WorkStore Unit 53-54, 19 Ormiston Road East Tamaki, Auckland 2019 or its deconsolidator is authorised to clear the above shipment through customs and is under no contractual obligation to ensure duties, taxes charges, penalties and other expenses due on the shipment and/or occurred for its released are paid.

These goods are forwarded at owner's risk subject to the Terms and Conditions as stated on the reverse of this Shipper's Export Declaration and Packing List and on our website.

FOR OFFICE / AGENT USE ONLY

SHIPPING DETAILS : SEA FREIGHT

EXPORT REFERENCE :

Vessel Name																			
Voyage No.										(B/L) Bill of Lading No.									

TOTAL GROSS
WEIGHT (kg)

TASK Number

COST CHARGES :

Freight -

Insurance -

Total Amount -

Sender's signature over printed name

Date signed :

REMARKS :

SIZE

- ☐ Sulit
- ☐ Sakto
- ☐ Swak
- ☐ Other

A. EMPTY BOX DISPATCH

- ☐ Drop By Agent
- ☐ Pick Up By Customer
- ☐ Courier Delivery

Ref. No.

Date :

B. FULL BOX RECEIVED BY AGENT

Box Received By :

Signature :

Name :

Date :

C. FULL BOX RECEIVED AT WAREHOUSE

Drop by Customer at Warehouse
Box Received By :

Signature :

Name :

Date :

ACCEPTED PAYMENT:

TYPE LEGEND

- C - Cash
- Q - Check
- E - EFTPOS
- F - Fastpay
- B - Bank Transfer

Invoice No. :

Deposit Amount :

Type :
Date :

Invoice No. :

Balance Amount :

Type :
Date :

IMPORTANT : Pack and seal your boxes properly with complete packaging tape on top and bottom and **BOX NUMBER** written on all sides. Box/es that do not conform to our packaging standard (flat and square) can be refused for shipment and/or charge extra. Boxes are legal property of Forex Umac Express Cargo NZ Limited and subject to be returned for Balikbayan box service only.

It is illegal for UNAUTHORIZED USE of this box other than this service. See reverse side of this document for Terms and Conditions.

(Declaration version 31 March 2020)

Forex Umac Express Cargo NZ Limited – Terms and Conditions

1.	Definitions	
1.1	"Company" means Forex Umac Express Cargo NZ Limited, and its successors and assigns, or any person acting on behalf of, and with the authority of, Forex Umac Express Cargo NZ Limited.	any terms conferred upon the Company, shall extend to such third parties in providing their goods and/or services;
1.2	"Sub-Contractor" means and includes: (a) any person or firm operating by the Commonwealth or any state or any other country or by any corporation; or (b) any other person or entity with whom the Company may arrange for the carriage or storage of any Goods the subject of the contract; or (c) any person who is now or hereafter a servant, agent, employee or sub-contractor of any of the persons or firms mentioned in the sub-clauses (a) or (b) above.	(ii) deviate from the usual, customary, intended or advertised route (whether or not the nearest and/or most direct and/or customary) or manner of carriage of Goods that may be deemed reasonable or necessary in the circumstances, including stay at any place whatsoever once or more often in any order backwards or forwards and/or store the Goods at any such place for any period whatsoever;
1.3	"Shipper" means any person/s requesting the Company to provide the Services (or persons) acting on behalf of and with the authority of the Shipper) as specified in any invoice, document or order, and if there more than one person requesting the Services is a reference to each person jointly and severally.	(iii) the Shipper shall be bound by the terms of any consignment note, air waybill or other contractual document which the Company may receive for the Goods, or for any package, unit or container in which the Goods may be packed, whether by the Shipper, the Company, or any other person.
1.4	"Consignee" shall mean the person (and person/s) acting on behalf of and with the authority of the Consignee) to whom the Goods are to be delivered by way of the Company's Services.	Except to the extent that any of the Services require the Company to act as a freight forwarder, the Company shall act as a forwarding agent only.
1.5	"Services" means all services provided by the Company to the Shipper (including, but not limited to, anything done or to be done in relation to the Goods, or the provision of any services ancillary to the Goods such as transporting, leaving the Goods at any warehouse, yard, terminal, wharf or other place or area, loading or unloading the Goods from any vehicle, vessel or other conveyance, stowing or packing the Goods, or fumigating, transhipping, or otherwise handling the Goods, or anything else done in relation thereto), including the offering of any advice or recommendations.	The Company's Charges shall be considered earned as soon as the Goods are loaded and despatched with the exception of where empty containers are supplied; a deposit must be paid and additional Charges will apply if pick-up and dispatch does not occur with the time period stipulated in clause 5.2.
1.6	"Goods" means cargo shipment together with any container, packaging, or pallet(s) to be moved from one place to another by way of the Company's Services.	Shipper-Packed Containers Subject to any written special instructions to the contrary: (a) the Shipper is solely responsible for the safe and proper packaging of the Goods (including the manner in which the Goods have been packed, the suitability of the Goods for carriage or manner of packaging and/or the condition of the packaging, etc.) and for any loss suffered or incurred by any person (including the Shipper) through any such failure;
1.7	"Charges" means the cost of the Services as agreed between the Company and the Shipper subject to clause 5 of this contract.	(b) the Company is not obliged to pack the Goods or to provide any plant, power or labour required for loading and/or unloading of the Goods.
1.8	"Shipper's Export Declaration and Packing List" means the Company export declaration and packing list is not available and the Shipper acknowledges that it has been prepared by the Shipper and/or the Company on behalf of the Shipper. The Shipper warrants that it is the owner of the Goods transported hereunder, or that it is the authorised agent of the owner of the Goods, and that the Shipper hereby accepts the Company's Terms and Conditions for itself and acts as agent for and on behalf of any other person having interest in the Goods.	Shipper's Responsibility The Shipper expressly warrants, represents, confirms and/or acknowledges that: (a) the Company has no reliance upon the Shipper accurately labelling and fully and accurately describing the Goods in writing (including name, nature and value of all articles subject to special rates of carriage or of a noxious, dangerous, hazardous or inflammable nature or capable of causing damage or injury to any other goods, or property or to any persons or animals (and additional freight charges shall be paid on such articles if deemed necessary by the Company), weight, measure, standard, strength, quantity, quality, figures and dimensions). Accordingly, the Company accepts no liability for any discrepancy that may arise with the description; (b) the Company has relied upon the Shipper's skill in properly and safely packing, securing and preparing the Goods, and that the Shipper has complied with all applicable laws and regulations (including those relating to the packing, carriage, storage, customs clearance, delivery of other services in respect of the Goods, etc.) and shall furnish such information and provide such documents as may be necessary to comply with such laws and regulations;
2.	Acceptance	(c) the Shipper is either the owner or the authorised agent of the owner of any Goods or property that is the subject matter of this contract, and by entering into this contract the Shipper accepts these terms and conditions for the Consignee as well as for all other persons on whose behalf the Shipper is acting;
2.1	By tendering Goods and personal effects for shipment from Auckland, New Zealand to the Philippines via Forex Umac Express Cargo NZ Ltd ("Company"), the Shipper agrees to the Terms and Conditions stated herein, no agent or employee of the Company or the Shipper may alter these Terms and Conditions.	(d) the Goods are fit for carriage, having undertaken due and careful enquiry the Goods are not dangerous, inflammable, explosive, noxious, hazardous, or otherwise likely to be readily accepted from the Shipper's description of the Goods;
2.2	The Shipper is taken to have exclusively accepted and is immediately bound, jointly and severally, by these Terms and Conditions if the Shipper places an order for, or accepts, Services provided by the Company.	(e) the person handing over the Goods to the Company is authorised to sign and accept these terms and conditions;
2.3	These Terms and Conditions are to be read in conjunction with the Company's quotation, consignment note, agreement, airway bills, manifests, or any other forms as provided by the Shipper to the Shipper. If there are any inconsistencies between these documents, then the Terms and Conditions contained in this document shall prevail. In the absence of manifest error, a written notice by the Company of the charges due and payable shall be conclusive evidence of the same.	(f) it is the Shipper's sole responsibility to address adequately each consignment and to ensure that the Goods are properly packed, secured and prepared for carriage;
2.4	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.	Failure by the Shipper to comply with clause 8.1 shall render the Shipper liable for any loss or damage caused to, or by, the Goods, and acceptance of the Goods by the Company without discovery of any such defect or lack, shall not exclude or diminish any liability on the part of the Shipper.
2.5	Any time specified by the Company for providing the Services is an estimate only and the Company shall not be liable for any loss or damage incurred by the Shipper as a result of any delay. However, both parties agree that they shall make every endeavour to enable the Services to be provided at the time and place as was arranged between both parties. In the event that the Company is unable to provide the Services as agreed solely due to any action or inaction of the Shipper then the Company shall be entitled to charge a reasonable fee for re-providing the Services at a later time and date.	Dangerous Goods The Shipper warrants that the Goods are not noxious, hazardous, inflammable, explosive or likely to cause damage.
2.6	The Shipper warrants that each article in the Goods is properly described on this Export Declaration and Packing List and has not been declared by the Company to be unacceptable for transport, and that the Goods are properly marked, addressed, and packed to ensure that safe transportation with ordinary care in handling.	In the event that the Goods are found to be noxious, hazardous, inflammable, explosive or likely to cause damage: (a) the Shipper, and any person delivering the Goods to the Company, or causing the Company to handle or deal with the Goods, shall be liable for any loss or damage caused by the Goods or by their nature, and shall indemnify and keep indemnified the Company against all losses, damages, claims and costs incurred by the Company in connection therewith; and (b) the Goods may be destroyed or otherwise dealt with as determined by Company in its absolute discretion at the expense of the Shipper or by any other person in whose custody they may be at the relevant time also at the expense of the Shipper, and neither the Company nor any such other person shall incur any liability whatsoever to the Shipper in relation to any action taken by them concerning the Goods.
2.7	The Shipper hereby acknowledges that the Company may abandon and/or release any items consigned by the Shipper to the Company which the Company has declared to be unacceptable or which the Shipper has undervalued for Customs purposes or mis-described hereon, whether intentional or otherwise, without incurring any liability whatsoever to the Shipper and the Shipper will save and defend, indemnify and hold the Company harmless from all claims, damages, fines and expenses arising therefrom.	For the purposes of this Clause 9, the expression "likely to cause damage" includes goods likely to harbour or encourage vermin or other pests or which fall within the definitions of "hazardous" or "dangerous" goods in any legislation governing carriage by rail, road, sea or air in New Zealand.
2.8	The Shipper shall be liable for all the cost and expenses related to the Goods and for costs incurred in either returning the Goods to the Shipper or warehousing the Goods pending disposition.	The Company reserves the right to refuse transport of commercial goods (more than a dozen of any kind) of the following items: (a) Currency; (b) Precious Metals; (c) Precious Stones; (d) Fire arms & Ammunitions; (e) Explosives / Toy guns; (f) Money Orders; (g) Travellers' Cheques; (h) Perishables; (i) Negotiable Instruments in Bearer form; (j) Electrical Appliances; (k) Lewd, Obscene, or Pornographic, Materials; (l) Gambling Paraphernalia; (m) Industrial carbons and Diamonds; (n) Communication Equipment and Computers; (o) Combustible Materials / Hazard goods; (p) Microwave ovens; (q) Property of the carriage of which is prohibited by law, regulation or statute of any federal state or local government or any country from, to or through which the shipment may be carried.
3.	Authorised Representatives	Insurance The Shipper acknowledges that: (a) the Goods are carried and stored at the Shipper's sole risk and not at the risk of the Company; and (b) the Company is under no obligation to arrange insurance of the Goods, and it remains the Shipper's responsibility to ensure that the Goods are insured adequately or at all; and (c) under no circumstances will the Company be under any liability with respect to the arranging of any such insurance, and no claim will be made against the Company for failure to arrange or ensure that the Goods are insured adequately or at all.
3.1	Unless otherwise limited as per clause 3.2, the Shipper agrees that should the Shipper introduce any third party to the Company as the Shipper's duly authorised representative, that once introduced that person shall have the full authority of the Shipper to order any Services, and/or any other services, on behalf of the Shipper (such authority to continue until all requested Services have been completed or the Shipper otherwise notifies the Company in writing that said person is no longer the Shipper's duly authorised representative).	Delivery of the Goods The Company shall be deemed to duly deliver the Goods, and discharge its obligations hereunder, by delivering the Goods to a person and location authorised or directed by the Shipper in writing, or at any other location directed by the Shipper orally. In the event the Shipper is unable to deliver the Goods to the Consignee not being in attendance at the delivery address during normal trading hours: (a) an additional charge may be made (at the Company's current rates) for each attempt for re-delivery until delivery is accomplished; (b) the Company may hold the Goods as bailee, and shall be entitled to receive storage fees (at the Company's current rates), and as bailee shall not be under any liability for any loss of, or damage to, the Goods, howsoever caused, while in the possession of the Company (c) the Company may (at the Company's sole discretion) return the Goods to the Shipper at the risk and expense of the Shipper.
3.2	In the event that the Shipper's duly authorised representative as per clause 3.1 is to have only limited authority to act on the Shipper's behalf then the Shipper must specifically and clearly advise the Company in writing of the parameters of the limited authority granted to its representative.	The Company shall have no liability, implied or otherwise, in respect of COD payments which may be collected by any of its servants or agents on behalf of the Shipper or any of its clients when making deliveries, and if, notwithstanding this clause, any such liability does attach to the Company, then the Shipper will indemnify the Company in respect of any such liability.
3.3	The Shipper specifically acknowledges and accepts that it will be solely liable to the Company for all additional costs incurred by the Company (including the Company's profit margin) in providing any Services, or variations thereof, requested by the Shipper's duly authorised representative (subject always to the limitations imposed under clause 3.2 (if any)).	While the Company endeavours to exercise its best efforts to provide expeditious delivery in accordance with regular schedules, the Company WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR DELAY IN PICK-UP, TRANSPORTATION OR DELIVERY OF ANY GOODS, REGARDLESS OF THE CAUSE OF SUCH DELAY.
4.	Change in Control	Loss or Damage This contract is a limited carrier's risk" unless: (a) the Shipper has agreed in writing that the Goods are to be carried at 'owner's risk', which means the Company will pay no compensation if the Goods are lost or damaged unless the Company intentionally loses or damages the Goods; and (b) subject to any statutory provisions imposing liability in respect of the loss of or damage to the Goods, the Company shall remain under any liability, howsoever caused or arising, and (without limiting the generality of the foregoing) whether caused or arising as a result of the negligence of the Company or otherwise for any damage to, loss, deterioration, mis-delivery, delay in delivery or non-delivery of the Goods (whether the Goods are or have been entrusted to the Company or not), whether or not, in the absence of instructions, advice, information or service given or provided to any person, whether in respect of the Goods or any other thing or matter, nor for any consequential or indirect loss or expense, loss of market or consequences of delay suffered by the Shipper arising out of a breach by the Company of these terms and conditions. Alternatively, the Company's liability shall be limited to damages which under no circumstances shall exceed the Charges; and (c) the Shipper shall indemnify the Company against all claims whatsoever and howsoever caused or arising, and (without limiting the generality of the foregoing) whether caused or arising as a result of the negligence of the Company or otherwise, brought by any person in connection with any matter or thing done, said or omitted by the Company in connection with the Goods.
4.1	The Shipper shall give the Company not less than fourteen (14) days prior written notice of any proposed change of ownership of the Shipper and/or any other change in the Shipper's details (including but not limited to, changes in the Shipper's name, address, contact phone or fax number/s, or business practice). The Shipper shall be liable for any loss incurred by the Company as a result of the Shipper's failure to comply with this clause.	Lien The Company shall have, and retain, a general lien on any Goods owned by the Shipper and in the possession or control of the Company (all in any documents relating to those Goods) for pecuniary obligations owing from time to time by the Shipper on any account whatsoever to the Company (including, but not limited to, payment of the Charges), and the Company shall have the right to, after giving seven (7) days' notice to the Shipper: (a) remove such Goods (or part thereof) and store them in such a place and manner as the Company shall think proper, and at the risk and expense of the Shipper, or as the case may be; (b) open any package and sell such Goods (or any part thereof) or cargo by public auction or private treaty without being liable to any person for damage caused thereby. The Company shall not be entitled to return any such Goods to the Shipper, or to the person incurring in detention and sale of such Goods, from the proceeds of sale and shall render any surplus to the entitled person. Any such sale shall not prejudice or affect the
5.	Charges and Payment	
5.1	At the Company's sole discretion the Charges shall be either: (a) as indicated on invoices provided by the Company to the Shipper in respect of Services provided; or (b) as calculated by weight, measurement or value of the Goods as at the date of provision of the Services, according to the Company's current prelist; or (c) the Company's quoted Charges (subject to clause 5.2) which shall be binding upon the Company provided that the Shipper shall accept in writing the Company's quotation within thirty (30) days;	
5.2	The Company reserves the right to change the Charges: (a) if a variation to the Company's quotation is requested or required (including as to the nature or quantity of the Goods, nature and location of the collection and/or delivery address, facilities available for packing, loading or unloading, weather conditions or delays beyond the control of the Company, or requirements for liability whatsoever, etc.) or to reflect any increases to the Company in the cost of providing the Services which are beyond the reasonable control of the Company (including, without limitation, increases in the cost of labour or materials, foreign exchange fluctuations, or increases in fuel, fuel levies, taxes or customs duties or insurance premiums or warehousing costs); or (c) for any delay over thirty (30) minutes in either loading and/or unloading (commencing from when the Company reports for loading or unloading), occurring other than from the Company's default; or (d) where the Charges is calculated by weight, measurement or value, the Company may at any time re-weigh, re-measure or re-measure or require the Goods to be re-weighed, or re-valued or re-measured and charge proportional additional freight accordingly.	
5.3	At the Company's sole discretion, a non-refundable deposit shall be required upon request. The deposit amount or percentage of the Charges due will be stipulated at the time of the order of the Services and shall become immediately due and payable. Requests for empty boxes will be subject to additional Charges where empty boxes are not available for dispatch within one (1) year period.	
5.4	Time for payment for the Services being of the essence, the Charges will be payable by the Shipper on the date/s determined by the Company, which may be: (a) on delivery of the Goods; or (b) by way of instalments in accordance with the Company's payment schedule; or (c) twenty (20) days following the end of the month in which a statement is posted to the Shipper's address or address for notices; or (d) the date specified on any invoice or other form as being the date for payment; or (e) failing any notice to the Company the date which is seven (7) days following the date of any invoice furnished to the Shipper by the Company;	
5.5	Payment may be made by cash, cheque, bank cheque, electronic/online banking, or by any other method as agreed to between the Shipper and the Company.	
5.6	Unless otherwise stated the Charges does not include GST. In addition to the Charges the Shipper must pay to the Company an amount equal to any GST the Company must pay for any provision of Services by the Company under this contract or any other agreement. The Shipper must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Shipper pays the Charges. In addition, the Shipper must pay any other taxes and duties that may be applicable in addition to the Charges, except where they are expressly included in the Charges.	
5.7	Receipt by the Company of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised, and until then the Company's ownership or rights in respect of the Services, and this contract, shall continue.	
5.8	The Shipper shall not be entitled to set off against, or deduct from the Charges, any sums owed or claimed to be owed to the Shipper by the Company nor to withhold payment of any invoice because part of that invoice is in dispute.	
5.9	Any special instruction or condition of the Charges shall be paid by the Consignee shall be deemed to include a stipulation that if the Consignee does not pay the said charges within the specified date for payment, then the Shipper shall be liable for, and shall pay to the Company, the said charges, together with an account transfer fee.	
6.	Provision of the Services	
6.1	All Goods are carried or transported, and any other services are performed, by the Company subject only to these conditions, and the Company reserves the right to refuse the carriage or transport of Goods for any person, corporation or body, and the carriage or transport of any class of Goods at its discretion.	
6.2	Freight Forwarding (a) the Shipper authorises the Company (in its discretion at any time without notice to the Shipper) to: (i) license or sub-contract all or any part of its rights and/or obligations, entering into contracts with third parties with any third party to perform or carry out the Services (or any part thereof). In so engaging such third parties, the Company has or will represent to such third parties that the terms of this contract, including the benefit of	

PLEASE NOTE: A larger print version of the Terms and Conditions is available from the Carrier on request.