

Terms and Conditions for Elsie and Ella

The following Terms and Conditions of Service (“Terms and Conditions”) constitutes a legally binding contract between Elsie and Ella (hereinafter referred to as “E&E” or “Company”) and the “Customer”.

We have the right to change, modify or remove portions of these Terms and Conditions at any time without notice to you.

No variation of these Terms will be binding unless in writing and signed in accordance with the laws of U.S.A.

Kindly check the Terms and Conditions regularly for updates. Your continued use of our site following the posting of changes to these Terms and Conditions constitutes your acceptance of those changes.

1. Definitions

In these conditions:

“Authority” means any duly constituted legal or administrative person(s), acting within its legal powers and exercising jurisdiction within any nation, state, municipality, port, or airport.

“Cargo” means any goods, merchandise, raw materials, supplies, products, equipment or other property that relate to or are the subject of any services rendered or to be rendered by, through or under E&E.

“Carriage” means the whole or any part of the operations and services of whatsoever nature undertaken by the Company in relation to the Goods, including but not limited to the loading, unloading, storage, warehousing and handling of the goods.

“Container” includes, unless otherwise indicated, any vehicle, container, flat, pallet, trailer, transportable tank, and similar items used for the consolidation of goods.

“E&E” means the Company; Elsie and Ella

“Company” shall mean Elsie and Ella, its subsidiaries, affiliates, related companies, agents and/or representatives or where the Parties have not entered into an E&E Agreement, mean the entity providing services.

“Customer” means any person, whether themselves an agent or a principal, at whose request or on whose behalf the Company provides a service.

“Dangerous Goods” includes goods that are or may become of a dangerous, inflammable, radio-active, or damaging nature, goods liable to taint or affect other goods, and goods likely to harbor or encourage vermin or other pests.

“Goods” means item(s), property and commodities of any type for which E&E is requested to perform services.

“Hague-Visby Rules” means the Protocol to Amend the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, signed at Brussels on February 23, 1968.

“invoice” means the document created by the Carrier which includes all charges due to the Carrier by the Shipper.

“Montreal Convention” means the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on May 28, 1999.

“Owner” includes the owner, shipper, and consignee of the Goods and any other Person who has or may have a legal or equitable relationship to the goods at a relevant point of time and anyone acting on their behalf.

“The Parties” means the Company and the Customer and “Parties” shall be construed accordingly.

“Service” or “Services” shall include, but not limited to transportation, logistics, freight forwarding or other services relating to or involving the import, export, pick-up, handling, storage, warehousing, processing, packaging, and/or delivery of shipment or cargo as defined herein.

“Shipper” shall mean person, business, or corporation, as the case may be, who enters into a contract with the Company for a shipment and/or who has control of the goods delivered to the Company for shipment and who is in any event liable for the payment of the freight, but also includes, where the context permits, any other person with an interest in the goods or any part thereof;

“Shipment” means the carriage of goods. Storage means the period of time during which the consignment is being stored by us on behalf of the customer as set out further in Condition.

“WARSAW CONVENTION” means whichever of the following instruments is applicable to the contract of carriage: the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; that Convention as amended at The Hague on 28 September 1955; that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be.

OBLIGATIONS OF CUSTOMER

1. The Customer warrants that the description and particulars of the goods including, but not limited to content, measures, quantity, condition and value are complete and accurate and that the Goods are labelled in compliance with all laws, regulations and requirements that may be applicable.

2. Customer agrees to comply with all applicable laws, customs requirements, and other governmental regulations of any country to, from, through, or over which the goods may be carried, including those relating to the packaging, carriage, or delivery of the goods, and Customer shall furnish such information and attach such documents to the waybill as necessary to comply with any of such laws, customs, and regulations.
3. Customer shall comply with, and is responsible for paying, all duties, taxes, fines, and expenses associated with all requirements of customs, port, and other authorities.
4. Customer warrants that he is either the owner of the goods or is authorized by the owner to accept these Terms on the owner's behalf.
5. The Customer acknowledges and agrees that we may sub-contract provision of the services to a carrier or third party and the carriage of any goods by air, sea, inland waterway or rail is arranged by us acting as agent of the Customer and shall in addition to these terms be subject to the terms and conditions of the relevant Carrier.
6. Customer shall be liable for all unpaid charges for services performed by Company or Agents.
7. Customer is also solely responsible for all losses and damages incurred or suffered due to any illegal, incorrect, or insufficient marking, numbering, or addressing of the Cargo, or caused by Customer's failure to comply with any laws, customs regulations, port requirements, or other governmental regulations.
8. Customer agrees to our published shipping rates, charges and surcharges at the time of dropping goods with us and agrees that shipping charges are based on the actual or dimensional weight, whichever is greater.
9. Customer agrees to make all payments in advance of shipment and further agrees that goods will not be shipped if payment is not received in 24hours.
10. Unless otherwise disclosed in writing by the Customer and accepted in writing by us, the Customer warrants that goods delivered to us in furtherance of any Services do not contain or constitute hazardous materials or dangerous goods. Customer agrees to notify us in advance of Customer's intent for us to handle or transport any dangerous goods or hazardous material in any shipment, and agrees to properly classify and describe the goods, and to provide us with all necessary or useful information for the safe storage and handling of the goods.

RESPONSIBILITY FOR PAYMENT

1. Unless the Company agrees in writing to extend credit to the Customer, all charges must be paid by the Customer in advance of shipment.
2. All prices for our services are in principle quoted in dollars at the legally valid rate which shall be borne by the Customer.

3. Although the Customer may give the Company alternate payment instructions, the Customer shall be primarily responsible for all shipping and delivery costs, as well as any other costs incurred by the Company, including returning or storing any Goods.

4. All claims for alleged overcharge shall be deemed waived if not presented to us within 48 hours of the original invoice date.

5. We shall have the right to set off payments against the customer's earlier debts. We shall inform the Customer on how they are set off. If costs and interest have already been incurred, we shall have the right to set off payments first against costs, then interest and finally against the principal payment.

UNDERTAKING AGAINST FRAUD AND ILLEGALITY

1. Customer undertake that goods mailed to us for shipping has been legitimately obtained and agrees that any goods discovered to have been obtained through fraudulent means or in violation with the laws of the country obtained or country shipped will result into forfeiture along with notification of the appropriate authorities in such country. We will ensure that Customer and any person receiving goods on behalf of customer are arrested and prosecuted in accordance with the law court of such locality.

2. Customer agrees that all shipping costs or charges will be forfeited, and account will be immediately suspended.

LIEN ON GOODS

1. We shall have a general and continuing lien on any and all property of the Customer coming into the Company's actual or constructive possession or control for monies owed to the Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. The Customer shall notify all parties having an interest in its shipment(s) of the Company's rights and/or the exercise of such lien.

2. To exercise its lien, the Company need only provide written notice to the Customer of its intent and the exact amount that is subject to the lien. If the proceeds of the sale are not sufficient to satisfy the Company's lien, Customer remains liable for the balance of any unpaid charges. The rights provided by this section shall be in addition to all other rights allowed by law for the Company to recover unpaid amounts, including its reasonable attorneys' fees.

RIGHT TO REJECT REQUESTS FOR SHIPPING SERVICES

1. We reserve the right to reject any request for shipping in its sole discretion. Without limitation, any shipment containing any item that is considered a prohibited or restricted article or hazardous material by the Department of Transportation (DOT), International Air Transport Association (IATA), Customs Authorities or other requisite bodies will not be shipped by us and shipment containing items that cannot be shipped legally or safely.

2. Some other goods may be accepted for carriage only to limited destinations or under restricted conditions.

INSURANCE OF GOODS

1. Insurance is determined by the value of the goods as stated in the invoice of purchase, hence if Customer declares the exact value as stated on the invoice, in the event of loss or damage, Customer shall be refunded accordingly in full, if Customer declares less or incorrect value, Customer's refund would be such value less or incorrectly declared.

2. Goods may be delivered to us without invoice attached, hence estimated values may be updated in your account, in such event, Customer agrees to verify and upload invoice to enable us update accordingly otherwise Customer shall lose its claim for invoice value.

PICK UP SERVICE

1. Where Customer requires us to pick up goods from any online stores or location to our office for onward shipping, it is Customer's responsibility to ensure the weight/dimensions provided at the time of pick-up request are as accurate as possible. If Customer provide us with an inaccurate weight/dimensions, Customer will be

notified via mail with our attached invoice detailing the actual weight and additional charges incurred and Customer agrees to pay for all such charges before shipping your item or as soon as items are delivered to you.

2. Where the seller or sender of Customer item is unavailable during business hours when the pick-up is attempted, an additional charge may be made at ruling rates for each pick-up attempt until the pick-up is accomplished. Customer will be notified via mail detailing this charge and therefore agree to pay for all such charge.

3. Customer agrees that we may sub-contract provision of the pickup services to a third party and agrees that it shall in addition to these terms be subject to the terms and conditions of the third party.

DELIVERY OF GOODS

1. Customer agree that in shipping your goods, while we take all necessary steps within our power to ensure timely delivery, "time of delivery is not of the essence", and it is agreed that no time is fixed for the completion of carriage and that we do not guarantee pick-ups, transportation or delivery on a special date or time, and shall not be liable for a failure to do so or consequences of the same.

2. The consignee must note at the point of delivery, on the delivery receipt, damage (if any), to the contents of the shipment, shortage in the shipment or any other complaint. Such notations as "subject to inspection" and "subject to recount" are not exceptions. Any complaint not registered at the point of delivery shall be deemed waived.

4. Customers agree that shipment accepted by any person elected by Customer will be deemed to have been accepted by Customer and if accepted without noting any damage, or loss on the delivery record, such shipment shall be deemed to have been delivered in good condition and no claim shall be made thereon.

5. Customers agree not to hold the us liable for any delay or failure to deliver products or otherwise perform any obligation as specified in these Terms and Conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond our reasonable control.

PROCUREMENT SERVICE

1. Customer shall make full enquiry on the goods to procure and shall supply Company with sufficient information to aid Company in procuring such item successfully. Customer further agrees that Company role is merely to make payment on Customers behalf and deliver the goods to Customers assigned warehouse address.

2. Customer agrees that procured items are shipped as received from the store of purchase as our role is merely to make payment on Customer's behalf, hence we have no obligation to open, inspect, test or verify for any defect. All claims for defects shall be made by the Customer directly to the Seller.

3. Customers agrees and is aware of the store's refund policy for defective items as well as the time limit for return of such goods, failure to return any such item within the relevant period is at Customers own risk.

4. Customer agrees that the authenticity of the site/store of purchase has been duly verified by Customer and further agrees to fully indemnify and hold us harmless against loss or damage that may arise from purchase through a fraudulent site or store. We are not liable for the cost of items paid for but not delivered due to reasons such as a fraudulent store, or the inability of the US delivery company to deliver it to the right location. In cases where items paid for are not delivered, you agree that you will be refunded only after the store refunds us for the cost of the items, and all processing fees incurred have been deducted.

5. Custody of your items remains with the store/site until items are delivered to our warehouse and signed for by one of our warehouse employees.

WAREHOUSING & STORAGE

1. By signing up, an account would be activated within 24 hours, and you would be issued a unit number exclusive to you alone and warehouse address which would enable you to mail goods for onward shipping to your desired location. We reserve the right to either refuse an application for warehousing account or the service for security or other reasons.

2. By signing up, Customer appoints us as agent for the receipt of mailed goods and authorizes us to deal in your goods including right to open, inspect, screen, sort out and warehouse all packages/goods delivered to us without advance notice to you.

3. Customer agrees to use a delivery service that provides full tracking information and signature verification. We are not liable for items delivered without any proof of tracking and signature verification.

4. Customer agrees that items wrongly addressed or rightly addressed with a wrong unit number shall attract a charge of \$10. In addition, where an item is delivered to us cash on delivery (COD), you agree to pay a \$10 dollar processing fee or 10% of the COD amount whichever is greater for service rendered.

5. Customer has 15 days free storage period for general goods and 10 days free storage for cars and thereafter if you do not pay your shipping and or other charges or select to ship out your goods, you agree to pay a charge fee at \$50 per shipment per

day until goods are shipped out and \$50 per day for cars. In this instance, storage commences when the goods have been delivered to our address and storage shall end when goods are shipped out or collected from our premises.

6. Ones notified of the arrival of your goods at our pickup office or partners location, any goods not picked up after 3 days shall be subjected to \$20 fee per package per day in addition to the late payment charge where applicable. Goods will not be released to the Customer until all such charges are duly paid.

7. Customers agree and are aware that all goods are stored in a general and open warehouse, where conditions of storage may not be suitable for all categories of goods. Customers agree that we are not liable for deterioration or depreciation in quality, changes in color or appearance of items in the warehouse – whether of perishable or non-perishable items, caused by long storage etc. Where a special storage condition is required for a particular item, you agree to notify us of such required/ special storage condition and to make the consequential payment (as may be agreed), prior to the arrival of the item to our warehouse, or to reimburse us of expenses reasonably incurred to preserve such items.

8. Customers agree that after 60 days, we reserve the right to sell, and destroy or otherwise dispose of such goods without incurring any liability whatsoever to you or any other party.

EXPORT AND CUSTOMS CLEARANCE 1. The Customer assumes all responsibility for compliance with all laws and regulations of any country including but not limited to customs laws from which goods are exported and to which goods are imported. Customer agrees to supply such information or required documents necessary to comply with such laws and regulations.

2. Goods are subject to inspection by customs and by us in accordance with laid down security controls and procedure as provided by government authorities. We will ensure that goods are

safeguarded during such inspection, however Customer agrees that we are not liable for damage of goods caused by customs.

3. The Customer appoints Company as agent for the performance of customs clearance and certify Company as the nominal consignee for the purpose of designating a customs broker to perform customs clearance.

4. The Customers warrants that it has all necessary documentations, clearance and permit required for shipment or entry of goods to the required country of destination. Company assumes no liability for any loss or expenses due to Customers failure to comply with any documentation required by customs or requisite agency.

CLAIMS, TIME BAR

1. The Company shall be discharged of all liability unless:

a. (i) Notice of claim is received in writing by the Company or its agent within the date specified in Clause (b) below, except where the Customer can show that it was impossible to comply with this time limit and that the claim has been made as soon as it was reasonably possibly so to do, and

(ii) suit is brought in the proper forum and written notice thereof received by the Company

b. (i) in the case of loss in our warehouse, within 7 days of non-update of goods (ii) in the case of loss in transit, within 14 days of non-delivery of the goods (iii) in the case of damage, on the date that the goods were received damaged (iv) in the case of delay or late delivery, after 3 business days of receipt of dispatch notification

c. Otherwise any claim shall be deemed to be waived and absolutely barred.

REFUNDS

1. For loss or damage of goods, a replacement or refund of the full value of Customers goods and total shipping cost of item (where applicable) would be made provided that:

a. In the event of loss in our warehouse, it is shown that the Customer used a delivery service that provides full tracking information i.e., UPS, Fed-Ex or DHL and the original invoice of purchase is provided by the Customer.

b. In the event of loss in transit, the Customer declares the proper/correct value of item otherwise, if Customer declares less/incorrect value, refund of only the exact value declared would be made.

c. In the event of damage, the Customer must inspect and report such damage immediately at the point of delivery or pick up and such damaged goods must not be accepted. If such goods were accepted by persons elected by the Customer or by the customer themselves without notice of any damage, no claim for a refund shall be made thereon.

2. We are not liable for sub-standard items including goods not as described, goods different from sample, goods bought by mistake, and faulty goods. Any claim must be made against the seller or store of purchase. No refund would be made to the customer for goods obtained through fraudulent means.

3. All provisions of these terms and conditions of service must be duly applied before a claim for a refund is considered by us.

UNDELIVERED OR UNCLAIMED GOODS

1. Where we are unable for any reason to deliver a goods to the Consignee, or when storage is deemed to be at an end, we will use reasonable endeavors to give notice to the Customer, the goods will be sold unless within the time specified in the notice, being a reasonable time in the circumstances, the goods is collected from us. After the expiry of the time specified in the notice, we may sell the goods or any part of it.

GENERAL INDEMNITIES 1. You agree to indemnify, hold harmless, defend and protect us, our associates, affiliates, legal representatives, directors, licensors, team, suppliers, employees, promoters, product & service providers and agents from any demand, liability, charge, loss, expense and claims (including reasonable attorney's fees), arising:

a. from any breach of warranty or obligation by the Customer or arising from the negligence of the Customer or owner,

b. from any act or omission of the Customer or the Owner or any person acting on their behalf,

c. from the nature of the goods unless caused by the Company's negligence, or d. from the handling, loading, stowage or unloading of the goods by the Customer or owner or any person acting on their behalf

e. out of the Company acting in accordance with Customer's or owner's instruction, or f. out of the Company complying with the requirements of an Authority with regards to the goods

2. The Customer shall at all times be liable for and shall defend, fully indemnify the Company and hold it harmless against claims, losses, damaged, costs and expenses, duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by an Authority in respect of the Goods, Dangerous Goods and/or Container and for all liabilities, payments, fines, costs, expenses, loss and damage whatsoever incurred or sustained by the Company in connection with the performance of the Services under this services Agreement, except to the extent caused by the Company's sole negligence.

3. Except to the extent caused by the Company's negligence, the Customer and Owner shall be liable for and shall defend, indemnify and hold harmless the Company in respect of all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by an Authority in respect of the Goods, Dangerous Goods and/or Container and for all liabilities, payments, fines,

costs, expenses, loss and damage whatsoever incurred or sustained by the Company in connection therewith.

CONFIDENTIALITY

1. The customer undertakes to keep confidential such facts, documents and knowledge of which the customer becomes aware in the course of performing the contract with us, and which contain technical, financial, business or market-related information about our company, if we have specified that the respective information must be kept confidential or we have an obvious interest in its confidentiality (hereinafter referred to as a whole as “confidential information”). The customer shall use the confidential information exclusively for the purpose of implementing and performing the contractual relationship with us in accordance with the contract and the individual contracts based on this.
2. The customer shall oblige its personnel who process or have access to confidential information to maintain confidentiality in a comparable and best possible way. Disclosure of confidential information to third parties by the customer shall require our express and prior written consent.
3. The foregoing confidentiality obligations do not apply to the extent that disclosure is required by law or regulations.
4. The obligation of confidentiality shall also survive termination of the business relationship but only until the information enters the public domain without violation of an obligation of confidentiality.

FORCE MAJEURE

1. We shall not be held liable for loss, delay, damage, non-delivery, misinformation, setbacks, failure or interference of the content or the services offered or provided through our sites, failure to provide information in connection with your shipment resulting directly or indirectly from acts of nature, influences or reasons beyond our reasonable control, including without limitation to acts of God, weather, mechanical failures, aircraft failures and/or delays, civil commotions, acts of customs or quarantine officials, war, strikes, lock-out or other industrial action & labor disputes, Internet failures, computer, mobile or any other telecom providers failures, acts of terrorism, power outage, riots, rebellions, civil disturbance or commotion, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, acts of government authorities, orders of domestic or foreign courts or tribunals or nonperformance of third parties etc.
2. If force majeure occurs, we shall have the right to postpone our service for the duration of the obstruction, or to rescind in whole or in part that part of the contract not yet fulfilled.

TERMINATION

1. We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including if you breach the Terms by performing acts which include but is not limited to, use of the Account for illegal, obscene, or fraudulent purposes, failure to pay monies owed to us when due; and your violation of any provision of these Terms and Conditions or any provision of any related operating rules and policies published by us on our website.
2. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, payment obligations and limitations of liability.

INTELLECTUAL PROPERTY

1. You agree that the content, website design, organization, gathering, compilation, magnetic translation, digital conversion, software anthology and other matters (registered or not), related to the site are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights, and, the copying, redistribution, use or publication by you of any such content or any part of the Site is prohibited and use of such material will only be allowed as expressly consented by us or our licensors.
2. If you believe that your work has been plagiarized, please send an email with explicit and full details which include but is not limited to, your information, authorization (if working on behalf of the)

WAIVER

1. Elsie and Ella's failure to insist in one or more instances to enforce the strict performance of any provision of the Terms of Use or to take advantage of its rights herein will not constitute a waiver of its right to subsequently enforce such rights or any other provisions of the Terms of Use.

SEVERABILITY

1. If any part of these Terms and Conditions of use infringes upon any law and is held by a competent court or tribunal to be invalid or unenforceable, either in whole or in part, then that part shall be ineffective and severed from these Terms and Conditions of Use and shall not invalidate nor affect the enforceability of any other part listed in this terms.

PLACE OF PERFORMANCE, APPLICABLE LAW AND JURISDICTION

1. Place of performance for all contractual obligations is Texas, U.S.A. 2. Exclusive place of jurisdiction for all dispute is also U.S.A

3. This Terms and Condition of service is governed by the applicable laws of Texas U.S.A. Any legal proceedings arising out of or in connection with this Terms must subject to the laws of Texas and must be instituted within 30 days after the cause of action arose otherwise same shall be forever waived and barred. User expressly submits to the jurisdiction of said courts.

AMENDMENT

1. We reserve the right, at our sole discretion, to edit, delete, modify or replace these Terms or any part thereof at any time, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or

deletions shall be effective immediately upon notice which may be given by means including, but not limited to, posting on our site, or by electronic or conventional mail, or by any other means by which user obtains notice thereof. Any use of our site by you after such notice shall be deemed to constitute your acceptance of such changes, modifications or additions.

2. We shall have the right at any time to discontinue any aspect of feature of our service and our site, including, but not limited to, content, hours of availability, and equipment needed for access or use. You accept that service interruption may occur in order to allow for website improvements, scheduled maintenance or may also be due to outside factors beyond our control.

ACKNOWLEDGEMENT 1. This Agreement represents the entire understanding between you and us. By accessing and continued use of the site signify your Agreement to be bound by the terms of Use.