



ORANDY MOVING & STORAGE COMPANY LIMITED
591 Spanish Town Road, Kingston 11. Tel.: 933-6683 or 489-8905
Email: shipping@orandy.com or psharp@orandy.com
Website: www.orandyshipping.com

Shipping Service Agreement

This Service Agreement is made and will be effective as of the _____ day of _____ 201_____

BETWEEN

_____ (Client or Customer) whose street address and city is _____

AND

Orandy Moving and Storage Company Ltd., (Orandy, OMSC or Company) a legally operating logistics company with its street address at 591 Spanish Town Rd., Kingston 11, Jamaica W.I.

Orandy agrees to provide the contracted services to the customer, following the terms and conditions stated in the service agreement signed by both parties.

IN CONSIDERATION OF the matters stated above and in consideration of mutual benefits set forth in this agreement, the parties to this agreement agree on the points as follows:

1. Engagement

The customer agrees to engage Orandy to provide the customer with a service consisting of several services which include, transportation, brokerage and document preparation along with the implied ancillary services involved in the international (**door to door, door to port, port to door or port to port**) shipment of property as agreed on within the confines of the contract. Ancillary services include any required repackaging, labelling, pre-sail arrangements, etc. Orandy agrees to provide stated services under stated terms and conditions.

Specific Engagement: Door to Door surface shipment of app. _____ cbm of items from Kingston, Jamaica to _____ Terms of Agreement

The terms of this agreement will start on the date of this agreement and will remain in full force and effect until termination through evident completion of contracted services. Both parties to the agreement agree on each and every clause of the contract and also agree to do everything necessary to ensure that the terms and conditions of this agreement take effect.

2. Performance

Client understands that in the event that the items are being shipped as consolidated freight, then there might be a third party consolidator and the consolidator will be responsible for the items until they arrive at their destination. In such an event, Orandy will have no control over the movement of the items while they are in the care/possession of the consolidator or any state agency. **Client also understands that although Orandy will do everything in its control to ensure prompt departure, the Company cannot guarantee any specific sailing, as there are external factors such as container availability and readiness, carrier itinerary, acts of nature, etc., over which the company has no control.**

3. Fees and Charges

For the services provided to the customer by Orandy under this agreement, the customer will pay to Orandy the amount of **US\$ _____ .00**, which is based on a reasonable estimate of the costs involved in providing the requested service(s). **A 5% conversion fee will be applied if payment is to be made in any other currency (4% processing fee if payment is made by any mode other than cash, direct bank transfer/deposit or check).** The customer understands and agrees that **estimated amounts are not firm** and that Orandy, with reasonable discretion may and can adjust the amounts based on variances and additional costs that might arise. Customer is responsible for payment of any additional fees, levies, duties, taxes, insurance premiums or any other costs legally applied regarding the engagement. Customer also understands that **payment of all shipping related fees is required prior to shipment of customer's property.**

4. Deposits and Refunds

Payment is due once the agreement is signed. Orandy reserves to right to request a deposit before embarking on any shipping project. The customer or the customer's local representative is responsible for any outstanding balance. Payment is due within 48 hours of request and an additional storage fee will accrue for each day beyond the 48 hours that payment is not made. Refund is payable in \$JA and a conversion fee will be retained if any other currency is requested. All fees must be paid before any refund can be processed. There is a 5 – 10 business day processing period for refunds.

I hereby grant authorization to Orandy, to charge all or any balance of fees associated with the shipment and transfer of my property, to the credit card noted below:

Card Type: _____

Card Number: _____

Sec code: _____

Expiration Date: _____

Name: _____

Authorized Signature: _____

Identification Info:

Type: _____

Number: _____

Exp.: _____

5. Insurance

Insurance coverage is through a third party carrier. Although Orandy may assist with any arising claims, this process is between the client and the insurance carrier. Orandy Moving & Storage Co. Ltd., is not an insurance underwriter, and therefore cannot underwrite insurance policies. **Client must request coverage and pay the required premium if coverage is desired.**

6. Cancellation

If the customer decides to cancel the agreement, then applicable fees and costs will be deducted from any refund due. In addition, customer agrees to and assumes responsibility for any adverse actions that arise as a result of a last minute (less than 5 business days prior to expected departure) cancellation notice.

7. Legal Expenses

If some legal action is to be brought to enforce any term of this agreement, then the concerned party will be entitled to recover all legal costs and fees associated with the action.

8. Notice

All notices, requests, demands or other communications required or permitted by the terms of this agreement will be in writing and sent to the concerned party to the agreement in time and all the notices shall be sent to each party as addressed below:

Orandy Moving and Storage Co. Ltd., 591 Spanish Town Road, Kingston 11, Jamaica.

9. Storage

Client's items may be held in storage for up to two weeks from initial pick up, while shipping preparations are being made. During this period, Orandy will waive the usual storage fees. If it becomes necessary for items to remain in storage beyond this period, through no fault of the Company, then storage fees will be assessed and applied and will become due under the conditions of Orandy's storage lease agreement, a copy of which is attached and which must be signed in conjunction with this shipping agreement. In the absence of a signed storage lease agreement, the storage terms and conditions are implicit and considered accepted, with the signing of the shipping agreement. If client decides not to ship, then the storage agreement takes effect retroactive to the date that the items were picked up/delivered to the Company.

10. Headings

Headings are inserted for the convenience of the parties to the agreement and are not to be considered when interpreting this agreement.

11. Modifications

Any amendment or modification in any clause of this agreement or additional heading can be added to the agreement by either party in connection to this agreement with the consent of other party and the new or amended clause must be signed and approved by the other party.

12. Entire Agreement

It is agreed by both parties that there is no representation, warranty, collateral agreement or condition affecting this agreement except what is expressed in this agreement.

13. Governing Law

It is the intention of the parties that this agreement and the performance under this agreement that all special proceedings under this agreement shall be construed in accordance with and under the laws of Jamaica without regard to the jurisdiction in which any action or special proceeding may be instituted.

A signed shipping agreement is required in order to proceed. You may contact Ms. Paula Sharpe or Cassandra Gordon for additional information. Their numbers are 933-6683/489-8905.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement on _____ day of _____, 201__.

***** Amount of deposit required = US\$ _____ .00 *****

CUSTOMER NAME

OMSC REPRESENTATIVE

SIGNATURE

SIGNATURE

CUSTOMER'S REPRESENTATIVE/GUARANTOR

NAME

WITNESS

NAME

Signature

Signature

PERSON/COMPANY RESPONSIBLE FOR PAYMENT

IF COMPANY, NAME OF AUTHORIZED PERSON

Signature

Signature