

SUNSHINE PACK & SHIP Store No. \_\_\_\_\_ ("SUNSHINE PACK & SHIP") is a franchisee of Annex Brands, Inc. ("ANNEX BRANDS"). This SUNSHINE PACK & SHIP location is independently owned and operated by SUNSHINE PACK & SHIP and SUNSHINE PACK & SHIP is not an agent or employee of ANNEX BRANDS. ANNEX BRANDS is not liable for the acts of SUNSHINE PACK & SHIP, including loss or damage to your shipment.

SUNSHINE PACK & SHIP disclaims all liability for loss of or damage to your shipment beyond the coverage provided by the carrier, if any, unless you purchase SUNSHINE PACK & SHIP'S Alternate Declared Value ("ADV") coverage protection. <u>IF YOU HAVE</u> <u>PURCHASED ADV PROTECTION, THE FOLLOWING CONDITIONS AND PROCEDURES APPLY AND</u> <u>MUST BE FOLLOWED:</u>

If your shipment does not arrive within 7 days please notify the SUNSHINE PACK & SHIP store indicated on the front of the receipt, unless shipping time has been determined to be longer.

## **IF YOUR SHIPMENT IS DAMAGED:**

- Immediately contact the SUNSHINE PACK & SHIP store listed on your receipt that shipped your item(s) for further instructions. SUNSHINE PACK & SHIP cannot be liable for a claim that goes unreported for more than 45 days.
- Please note any damage prior to signing the carrier's delivery receipt. Failure to do so may nullify your opportunity to have a claim paid.
- Retain ALL cartons, packaging materials, and merchandise in the same condition as they arrived until further notice from SUNSHINE PACK & SHIP. Failure to do so may nullify your opportunity to have a claim paid. Please take and retain photographs of the item, of all the packaging materials and of the Inner/Outer Box as they will be requested.
- Do not return or release merchandise to any carrier unless specifically instructed by SUNSHINE PACK & SHIP store with which you did business.

## IF YOU HAVE DECLARED A VALUE FOR THE SHIPMENT AND HAVE PROTECTED THAT DECLARED VALUE THEN, IN CASE OF LOSS OR DAMAGE, SUNSHINE PACK & SHIP IS NOT TO BE LIABLE FOR MORE THAN WHICHEVER DOLLAR AMOUNT IS LESSER FROM THE BELOW:

- The actual cash market value of the property at the destination on the date of delivery.
- The cost of repair or replacement of the property, with material of like kind and quality.
- The cost of repair or replacement of the property at point of destination on the date of delivery with proper deduction for depreciation.
- It is the customer's responsibility to be able to provide a current appraisal or receipt for the item(s) being shipped in order to show proof of value. (The appraisal must be less than one year old.) Declaring a value on the receipt does not constitute proof of value; proof of value must exist and be available prior to shipping.

If no value is declared, SUNSHINE PACK & SHIP is not liable for more than the coverage provided by the carrier, if any.

Property is protected while in the custody of the carrier until the property is delivered at its destination. If the property is not delivered, the protection continues until the property is returned to you.

Value may be declared per item or package being shipped. However, if a lump sum declaration is made, losses will be paid on a pro-rata distribution on number of items and/or parcels shipped.

Should repair or replacement estimates become necessary, it is the customer's responsibility to obtain these documents. SUNSHINE PACK & SHIP is not liable in the event of breakage or internal damage with a customer-packed parcel. In addition, ADV coverage protection will not apply in that event or where the shipment has not been packaged in compliance with approved packaging procedures of Annex Brands.

SUNSHINE PACK & SHIP in no event shall be liable for any consequential, incidental loss, software or data media recovery, depreciated value delay of any shipment or special damages which may occur from loss caused by Government Actions, Nuclear Hazard, War, Military Action, and/or Acts of Nature. This limitation shall apply to and include, but not be limited to, negotiable items, damages for loss of profit, loss of income, loss of bargain, or loss of value.

SUNSHINE PACK & SHIP is not liable for loss or damage to perishable or temperature controlled items to the extent the loss or damage results from exposure to heat or cold or the perishable nature of the product.

Delivery dates and times are estimates on SUNSHINE PACK & SHIP'S part and are based on information given by carrier.

SUNSHINE PACK & SHIP is not liable for carrier to properly collect Cash on Deliveries (COD) monies.

SUNSHINE PACK & SHIP is not liable for customer's failure to properly address packages correctly. Incorrect addresses on packages include consignee's correct telephone number on address label.

As a courtesy to you, SUNSHINE PACK & SHIP will permit the carrier to correct an incorrect delivery address if possible. If the carrier charges an address correction fee, the customer agrees to reimburse SUNSHINE PACK & SHIP.

SUNSHINE PACK & SHIP will not be liable for damage to internal electrical/electronic equipment or circuits where no visible damage is evident.

**For artwork/display "items in case**" SUNSHINE PACK & SHIP is unable to check to secure the parts of the artwork inside the case SUNSHINE PACK & SHIP is only able to provide value coverage for any damage to the outside of the case and is unable to provide coverage for item inside the case.

SUNSHINE PACK & SHIP IS LIABLE/RESPONSIBLE FOR DAMAGE TO INHERENT VICE ITEMS UP TO \$5,000 Domestic and \$2,500 International (Included but not limited to Hand-Made one-of-a-kind items, marble, slate, granite, glass tops (all shapes and types), art glass, stained glass, articles of antiquity, neon signs, plaster or gilded framed art/mirrors, stringed musical instruments, architect models, Racu and/or Terra Cotta Pottery). Jewelry must be addressed to an individual, are not to indicate contents, and must be sent overnight via a traceable method.

ANY HAZARDOUS MATERIAL MUST BE DECLARED. CUSTOMER WILL BE HELD ACCOUNTABLE FOR ALL COST ASSOCIATED WITH UNDECLARED HAZARDOUS MATERIALS SHIPPED.