

Terms & Conditions

Meest-America, Inc will use reasonable best efforts to prevent any fraudulent use of Meest-America, Inc service. Meest-America, Inc works diligently to prevent credit card fraud and cancels any accounts engaged in such activity and returns the merchandise to the merchant. Meest-America, Inc requires documentation to ensure against fraud, such as requiring copies of identification and credit cards. Meest-America's customers are solely liable for accurately providing all information required by United States' laws and regulations, including information on the value or export classification of merchandise, and for maintaining all records as required under law. Civil or criminal penalties may be imposed by the U.S. Government for making false or fraudulent statements with respect to this information.

This service Agreement is a public agreement between Meest-America (hereinafter - "the Contractor") with physical or legal person (hereinafter - the "Customer") that includes all the essential conditions of the delivery of goods ordered online.

The terms of this Agreement govern the relationship of the Customer and the Contractor (collectively - the "Parties"). The part, not regulated by this Agreement, will be governed by U.S. law.

1. Subject of the Agreement.

1.1. The Contractor undertakes to organize and carry out the packaging and delivery of the goods to the Customer, acquired by the Customer on his own at the internet shops and auctions in the U.S. and delivered to Meest-America's address. The Customer shall pay for services rendered to him here-under.

1.2. The date of the agreement and the time of full and unquestioned acceptance of the terms of the Agreement is the fact of registration at www.my.meest.us.

2. Ordering information and payment.

2.1. To place the shipping order with the Contractor the Customer must register in my.meest.us program. When purchasing goods the Customer must address them to the warehouse of the Contractor, specifying in the address of

the recipient (ship to :) 6-digit personal account number (client id), which he receives after registration in my.meest.us program.

2.2. To generate the order for export to the country of destination, the Customer should read the instructions posted on HELP page on my.meest.us site. Please, read the rules of delivery of goods from U.S. online stores and auctions.

http://www.meest.us/rus/poslugi/dostavka_tovariv_z_internet_magaziniv_i_aukcioniv_ssha.html

2.3. After the Customer creates the shipment order, the Contractor provides packaging of goods necessary for international transport and sends the Customer an invoice for payment of shipping services to the specified address.

2.4. By signing this Agreement the Customer confirms that he is familiar with the list of goods banned for export as well as customs restrictions of the country of origin at the Contractors site www.meest.us, page COMPLIANCE

3. Additional services and their cost.

3.1. The Contractor shall provide free use of his address to specify as the delivery address in the USA.

3.2. Meest - America provides additional services such described on this page: http://www.meest.us/rus/poslugi/dostavka_posilok.html

4. The rights and obligations of the parties.

4.1. Contractor is obliged to:

- The terms of this Agreement;
- To carry out the orders of the Customer in the manner prescribed by this Agreement.

4.2. The Contractor has the right to:

- Unilaterally suspend the provision of services under this Agreement in the event of a breach of this Agreement by the Customer.

4.3. The Customer shall:

- Make timely payments for his orders under the terms of this Agreement;

- More information on the provision of services by the Contractor is posted on the website of the Contractor;

- See a list of items prohibited for export or must be accompanied by the export license issued by the U.S. State Department. The list is provided on the Contractor's site www.meest.us, on COMPLIANCE page.

4.4. Customer has the right to:

- Require the Contractor to adequately provide services under this Agreement

5. Responsibility of the parties.

5.1. Parties are responsible for failure or improper performance under this Agreement in the manner provided in this Agreement and according to the U.S. law.

5.2. The Contractor could not be held financially responsible for the goods delivered to his address without Customer's name on the box, Customer's ID (account number) or without tracking number of the courier service in the United States registered in the Customer's account.

5.3. Contractor shall not be responsible for the quality and quantity of the goods.

5.4. In the case of force majeure, the parties are released from the conditions of this Agreement. Under force majeure, refer to the events of an extraordinary, inevitable and unpredictable nature which exclude or hinder the implementation of the objective of the Agreement, the occurrence of which the Parties could not foresee and prevent reasonable measures.

6. Other conditions.

6.1. The Contractor reserves the right to unilaterally amend this Agreement with prior publication on his site

6.2. Customer gives the Contractor the right to process their personal data, including personal data placed in the database of the Contractor (without further notice to the Customer) to implement permanent storage of data, its storage, update.

6.3. Customer gives the Contractor permission to receive information from Meest-America via e-mail, including special offers and promotions. (Customer can withdraw this consent at any time)

7. Term of the Agreement and the procedure for termination.

7.1. This Agreement shall come into force from the date of acceptance by the Customer and shall be valid until fulfillment of obligations by the parties, except for his early termination.

7.2. Either party may terminate this Agreement unilaterally in case of failure of one of the Parties to perform under the terms of this Agreement and under the terms of the U.S. law.

CONDITIONS OF CARRIAGE

CONDITION ONE: Receipt and Freight

RECEIVED at the point of origin on the date specified, from the Sender, the Goods described on the face hereof (the "Goods"), condition and/or contents of same unknown, marked, consigned and destined as indicated on the face hereof, which MEEST CORPORATION INC. and its agents (the "Carrier") agrees to carry to the destination, subject to the rates and classification in effect on the date of shipment. The Carrier does not warrant that the Goods are free of damage at the time this Contract of carriage is entered into between the parties. Freight charges are prepaid.

CONDITION TWO: Limitation of Liability

(I) ALL LIABILITY LIMITED TO \$60.00

Liability of the Carrier for any loss of the Goods or contents shall not exceed Sixty Dollars (\$60.00) plus the whole of the amount paid for shipping in the event of full loss of Goods, no amount for shipping to be repaid in the event of a partial loss, and notwithstanding that the loss or damage may be caused or contributed to by the negligence of the Carrier or its agents. Limitation of liability of the Carrier shall be applicable from the making of this contract of carriage until the Goods are delivered to the Consignee at the destination or to a postal service or equivalent.

(II) CARRIER NOT LIABLE UNDER CERTAIN CONDITIONS

The Carrier shall not be liable for loss of the Goods caused by or attributable to an act of God, Queen's or public enemies, authority of law, quarantine, riot, strikes whether partial or general, perils of the sea or navigation of a ship, act or default of the Sender, inherent defect in the Goods, or any conditions beyond the control of the Carrier, including but not limited to:

- (a) nuclear reaction or radioactive contamination;
- (b) extreme weather conditions, including but not limited to floods, snow falls, slippery roads, or any other event beyond the control of the Carrier impeding the passage of transport;
- (c) changes in the laws or regulations of the country of destination, including but not limited to the closing of roads in the country of destination;
- (d) improper, incorrect or incomplete addresses as set out by the Sender;
- (e) the Consignee having moved or for any reason no longer residing or by reason of being absent for any reason from the address provided by the Sender;

or

(f) the Goods being seized, detained, confiscated, appropriated, or the delivery of the Goods being delayed by governmental agencies in countries through which the Goods are transported up to and including their ultimate destination as per the consignment..

The Carrier under no circumstances shall be liable for any material damage for any reason claimed to be a result of the failure by the Carrier for any reason to deliver in timely fashion and/or full or partial loss of the Goods, except as specifically provided for herein.

(III) DELIVERY DATE ESTIMATES

Sender acknowledges that dates of delivery are estimates only and are provided without warranty or guarantee. The Carrier shall not be liable for any special, consequential or other damages to any party caused by any delay in delivery of the Goods under any circumstances. The Carrier shall not be liable for any damages claimed by or any payment of compensation of any nature to the Sender in the event of any delay in delivery of the Goods.

(IV) CARRIER NOT LIABLE FOR DANGEROUS/PROHIBITED GOODS/SENDER WARRANTY AND INDEMNITY

The Carrier shall not be liable for any loss by any party of any items that may be prohibited or contraband of any kind, for any reason, in the country of

destination or any country through which the Goods may pass including, without limiting the generality of the foregoing, negotiable instruments, cash, precious metals, stones and jewelry, and any other objects that may by determination of the regulatory officials of said country or countries to be in the nature of luxury objects. The Sender acknowledges that the Goods will be subject to inspection by customs and other government agencies and the Carrier shall not be liable for any loss or damage of any kind to or in respect of the Goods as a result of or relating to dealings by agencies of any kind whether proper or improper. The Sender acknowledges that customs and similar inspections may result in delays to delivery.

The Sender acknowledges that it is prohibited and unlawful to include in the Goods being shipped any arms, controlled substances, explosives or explosive substances, flammables, dangerous goods, or any other similar objects. The Sender warrants and guarantees that the Goods contain no such items. In the event the Goods contain such items, the Sender admits liability and shall be solely responsible for and shall indemnify the Carrier against all claims, damages, charges, or suits made or brought in relation thereto. Any goods, containing UN3480 batteries are considered to be dangerous goods and are prohibited for sending by air.

(V) SENDER'S OBLIGATIONS

The Sender acknowledges having confirmed with the Carrier that it is the Sender's obligation:

(a) to establish the applicable customs rules of the country of destination to determine whether the Goods are duty-free;

(b) to establish a time frame for delivery of the Goods to the country of destination and in particular deliveries during Christmas and Easter seasons; and

(c) to pay all duties and taxes relating to the Goods and the carriage thereof, and to this end Sender acknowledges that duties and taxes are applied by the country of destination of the Goods.

(VI) INSURANCE - IMPORTANT! PLEASE READ AND SIGN ON FRONT OF FORM. The amount of ANY FULL OR PARTIAL LOSS for which the Carrier may be liable SHALL NOT EXCEED SIXTY DOLLARS (\$60.00) unless the Sender PURCHASES ADDITIONAL INSURANCE from the Carrier.

ADDITIONAL INSURANCE is available from the Carrier at the rate of \$3.00 per \$100.00 value or part thereof, over the first \$60.00 value. Such additional

insurance covers LOSS, full or partial, for which the Carrier may be liable TO A MAXIMUM OF:

- ONE HUNDRED DOLLARS (\$100.00) where home delivery is unavailable and packages are sent by postal service or equivalent.
- EIGHT HUNDRED DOLLARS (\$800.00) where home delivery is available. AND IN THE

EVENT OF FULL LOSS THE WHOLE OF THE AMOUNT PAID FOR SHIPPING.

IN NO EVENT SHALL LIABILITY OF THE CARRIER FOR FULL LOSS EXCEED THE INSURED AMOUNT PLUS THE WHOLE AMOUNT PAID FOR SHIPPING. The calculation of loss for partial loss shall be based on the weight of the lost Goods and will be calculated proportionally to and not exceeding the insured amount In the event of any dispute as to value of the Goods the Sender shall produce a store receipt confirming the cost of the Goods, otherwise the evaluation of the carrier shall be final.

CONDITION THREE: Notice of Claim and Claims Procedure

The Carrier shall not be liable for the loss of the Goods unless the Sender or Consignee reports the loss to the Carrier. Notice of any claim must be given in writing within fourteen (14) days from the estimated delivery date to the Carrier by registered mail or personal delivery to the Carrier at 97 SIX POINT RD., TORONTO, ON, M8Z 2X3, CANADA or to 600 Markley Street, Port Reading, New Jersey , 07064. Claims may also be sent via e-mail to claims@meest.us. All claim notifications must include:

- i. sender's copy of this form (Customs Declaration);
- ii. full address information, including but not limited to parties to and parties from;
- iii. the package number;
- iv. a clear and limited statement of the nature of the claim, including value.

The Carrier shall be discharged from all liability for loss arising out of this contract of carriage unless the Sender or Consignee commences legal suit by issue of an originating process in the appropriate jurisdiction against the Carrier within sixty (60) days of the delivery of the Goods, or within four (4) months of the estimated delivery date in the event of non-delivery. Failure to commence such legal suit by originating process within that time period shall operate as a complete waiver of such suit and a release of any and all claim against the Carrier.

CONDITION FOUR: Partial Invalidity and Severability

The terms of this Contract of Carriage shall be separable, and if any provision or any part of any provision be held by any court of competent jurisdiction to be invalid or unenforceable, the holding shall not affect the validity or enforceability of any other provisions or part in this/ Contract of Carriage.

CONDITION FIVE: Limitation of Liability of Servants or Agents

It is agreed that no agent of the Carrier (including any independent contractor employed by the Carrier) shall in any circumstances be under any liability to the Sender, Consignee or owner of the Goods or to any holder of this Contract of Carriage for any loss, damage or delay of any kind resulting directly or indirectly from any act, neglect or default on the Carrier's part while acting in the course of or in connection with his employment and without prejudice to the generality of the provisions of this paragraph, every condition contained and every right, exemption from liability, defense and immunity of any nature applicable to the Carrier or to which the Carrier is entitled shall also be available and shall extend to protect any agent of the Carrier acting as mentioned and for the purpose of all provisions of this paragraph the Carrier is or shall be deemed to be acting agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors) and all those persons shall to this extent be or be deemed to be parties to the contract in or evidenced by this Contract of carriage.

CONDITION SIX: Modification of Contract of Carriage

The Carrier reserves the right to substitute alternate modes of transportation for that selected by the Sender on the front of this Contract of Carriage. Any exercise by the Carrier of this right shall in no way affect the maximum liability of the Carrier aforesaid. This Contract of Carriage constitutes the entire contract between the Carrier and the Sender. NO AGENT OR REPRESENTATIVE OF THE CARRIER HAS AUTHORITY TO ALTER, MODIFY OR WAIVE ANY PROVISION OF THIS CONTRACT.

CONDITION SEVEN: Applicable Law

This contract shall be interpreted and governed by the laws of the State of New Jersey or the Province of Ontario.