

**Waiver of Liability and Perishable Exception Agreement**  
(Sign, scan and email back to: [reptileexpress@hotmail.com](mailto:reptileexpress@hotmail.com))

In this Agreement, "Reptile Express" refers to its respective officers, employees, agents, representatives and contractors.

WHEREAS (full name) \_\_\_\_\_ from the address \_\_\_\_\_  
\_\_\_\_\_ ("Customer") desires Reptile Express to deliver live, harmless reptiles and fish ("Product") from their residing province to points within Canada via FedEx Priority Overnight only, or Sameday Worldwide "9AM", "AM" services or UPS Services.

WHEREAS Customer agrees that Reptile Express will not accept responsibility or liability for any damage or delay of Customers' shipments of Product.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Reptile Express agree as follows:

- A. Customer agrees to pay all transportation charges, surcharges, special handling fees, ancillary and other charges in respect of shipping such Product, and in accordance with any then current pricing agreement between Customer and Reptile Express.
- B. Customer agrees to ship any and all Product shipments on days that will not require transit over a weekend or a holiday.
- C. Customer acknowledges that its Product shipments may encounter extremes in temperature and changes in atmospheric pressure and that Reptile Express does not provide any warranties with respect to the temperatures and pressures encountered during the transportation process. Customer agrees that all Product shipments will only be prepared and packed in Reptile Express' custom shipping kits which have been pre-approved by Reptile Express' third party carriers.
- D. In consideration of Reptile Express' agreement to transport the Product, Customer hereby unconditionally discharges and releases Reptile Express from any and all liability for damage arising from damage, or casualty to/of the Product. Customer further agrees to indemnify and hold Reptile Express harmless from any and all claims, damages, liabilities and expenses (including without limitation, reasonable attorney's fees) related to or arising out of the damage, or casualty to/of the Product (including by reason of Reptile Express' negligence or wilful misconduct). If any such shipments are refused or undeliverable as determined by any governmental agency having jurisdiction, such shipments will be disposed of as determined by Reptile Express and will not be returned to the Customer.
- E. Customer shall comply with all federal, provincial, municipal and local laws, rules, regulations, orders, by-laws and ordinances applicable to the transportation of the Product, including, without limitation, marking and labelling laws, rules and regulations. Customer acknowledges and agrees that Reptile Express shall have no liability to Customer in the event that Customer or the Product do not so comply with all applicable federal, provincial, municipal and local laws, rules, regulations, orders, by-laws and ordinances. Customer represents and warrants to Reptile Express that all Product tendered to Reptile Express for shipment will be in compliance with all such applicable laws, rules, regulations, orders, by-

laws and ordinances. Customer agrees to indemnify and hold harmless Reptile Express from and against any and all costs, expenses, fines, penalties, and damages (including without limitation, reasonable attorney's fees) arising out of the failure by Customer to comply with all applicable laws, rules, regulations, orders, by-laws and ordinances.

- F. For greater certainty, and without limiting the generality of Section E above, Customer acknowledges sole responsibility for obtaining on its own behalf and for notifying Reptile Express of the requirement for Reptile Express to obtain any and all permits required by any governmental agency (whether federal, state, provincial, municipal or local) having jurisdiction over the transportation of the Product. If no such permit is attached to the air waybill for each shipment of Product tendered to Reptile Express and if no such advance written notification has been provided to Reptile Express, then Customer represents and warrants to Reptile Express that no such permits are required. Customer agrees to indemnify and hold harmless Reptile Express from and against any and all costs, expenses, fines, penalties, and damages (including without limitation, reasonable attorney's fees) arising out of the failure by Customer and/or Reptile Express to possess such required permits.
- G. Customer agrees to waive any right to receive any adjustments, refunds or credits under the Money Back Guarantee Policy as defined in the FedEx and UPS Service Guide in effect at the time of shipment. When shipping via Sameday Worldwide the Money Back Guarantee only applies with "9AM" shipments.
- H. Customer acknowledges that Product shipments may be delayed in transit. Customer agrees that in the event of such a delay, Reptile Express may, in its sole discretion, determine that the shipment should be returned to Customer. In the event Product shipments are returned to Customer, Customer agrees to pay the original applicable transportation charges without regard to the reason for the return of the shipment. Customer further recognizes that Reptile Express has no obligation to monitor the transportation of any Product shipment or to return it to Customer.
- I. No illegally smuggled animals or venomous animals can be shipped through Reptile Express.
- J. Customer agrees not to tender any Product shipments that require Collect On Delivery (C.O.D.) service.
- K. All Product shipments tendered to Reptile Express by Customer pursuant to this Agreement are subject to the terms and conditions contained on the respective carrier's waybills attached thereto and in the respective carriers Service Guide or terms of service in effect on the shipment date.
- L. Customer agrees that Reptile Express does not guarantee live arrival of any animals at any point in time, in whichever country, when it comes to International Shipping Services.
- M. Reptile Express may terminate this Agreement at any time upon written notice to Customer.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2012

“Customer”

\_\_\_\_\_ (print full name)

\_\_\_\_\_ (Signature)

Reptile Express

Name: (print) \_\_\_\_\_

(Signature) \_\_\_\_\_

Title: \_\_\_\_\_