

#### WYNN IMPORTS AND LOGISTICS LIMITED

#### LEGAL DISCLAIMER

Version – August 26, 2024

The following terms constitute an agreement between WYNN IMPORTS AND LOGISTICS LIMITED (the "Company") and the customer ("Customer") utilizing services provided through the Company's website, www.shipwithynn.com (the "Site"). By using our services, you acknowledge and agree to all applicable policies, terms, and conditions. Please ensure you review these terms thoroughly.

Effective June 1, 2023: All packages left unclaimed for over 30 days will be disposed of.

### Acknowledgment

This Agreement constitutes the complete understanding between you and us regarding our relationship, and it overrides any previous statements or representations. By creating a Customer Account or using our services, you acknowledge and agree to this Disclaimer.

### **International Warehouse Operational Hours**

Monday to Friday – 09:00 A.M. to 05:00 P.M.

Saturday -10:00 A.M. to 3:00 P.M.

Sunday – Closed

Please update your Delivery Instructions/Window to correspond with the operational hours mentioned, as we won't be liable or responsible for packages that are delivered outside our mentioned operational hours.

### **Package Weight**

The weight of a package will be rounded up to the nearest whole number. For example, a package that weighs 0.1 lb (pound) will rounded up to 1.0 lb (pound).



#### **Refund Policy**

Customers whose packages are successfully delivered to the shipping address and confirmed by warehouse personnel are insured by WYNN IMPORTS AND LOGISTICS LIMITED. In cases where WYNN IMPORTS AND LOGISTICS LIMITED is unable to deliver the mentioned package to the customer, the customer will receive a credit equivalent to the invoice value, applied to their WYNN account balance, or the option to have the package reordered. No refunds will be issued in cash or to credit cards.

### **Right To Refuse**

WYNN IMPORTS AND LOGISTICS LIMITED reserves the right in its sole discretion to refuse packages or shipments at any time. Customer will be notified to retrieve their packages or shipments.

All packages that are being shipped internationally from our warehouse location in Florida, USA to Overseas, will be shipped solely through our discretion.

#### Indemnification

The Customer agrees to indemnify, defend, and hold harmless the Company, along with its affiliates, licensors, and suppliers, from any liability, loss, claim, or expense, including reasonable attorney's fees, arising from the Customer's violation of this Disclaimer or their use of the Site, premises, or services.

## Copyright

All content, including text, images, logos, graphics, and software, available on the WYNN IMPORTS AND LOGISTICS LIMITED website and associated platforms is the exclusive property of WYNN IMPORTS AND LOGISTICS LIMITED or its licensors and is protected by copyright laws.

Customers and users are prohibited from copying, distributing, modifying, or reproducing any content from the Company's website or services without express written consent. Any unauthorized use of our content or intellectual property is strictly prohibited and may result in legal action.



If you believe that your copyrighted material has been used without authorization on our platform, please contact us immediately with proper documentation, and we will address the issue promptly in accordance with applicable copyright laws.

#### **Export Policy**

Exported packages handled by WYNN IMPORTS AND LOGISTICS LIMITED will be processed by our third-party exporter. Once a package has been handed over to the exporter, WYNN IMPORTS AND LOGISTICS LIMITED will not be held responsible for any loss, theft, or damage that may occur.

#### Personalized Package Disclaimer

All personalized packages shipped to friends and or families MUST be pre-approved by one of our agents before sending to our international warehouse. Also, upon pre-approval, a copy of the sender and recipient identification and Tax ID must be presented.

#### **Shipping Address**

It is strictly prohibited to share your shipping address with individuals who do not have an account with Wynn Imports & Logistics Limited. Additionally, if you are interested in receiving a personal package from friends and family overseas, you **MUST** send a request to <a href="mailto:info@shipwithwynn.com">info@shipwithwynn.com</a> or WhatsApp call or text us before accepting items from individuals overseas.

Please note that the Express Shipping Address is the primary address for all shipments and should be used for the fastest and most reliable delivery.

A Sea Shipping Address is also available; however, before using this option, customers must contact our support team to receive detailed information and guidance. Failure to consult with our team may result in delays or complications with your shipment.



Customers are responsible for any additional charges or fees incurred due to the use of an incorrect shipping address. For any questions or assistance, please reach out to our support team.

#### Invoice

An invoice is required for all items imported on behalf of all customers using our shipping service. However, if you fail to provide an invoice, we cannot facilitate clearance on your behalf. Additionally, if your invoice is deemed falsified, you will be fined JM\$500,000.00 or three (3) times the amount of the item, by the Jamaica Customs Agency.

By signing this invoice, the customer acknowledges and agrees to all fees and costs listed herein. The customer confirms that the amounts are accurate and accepts responsibility for payment in accordance with the terms outlined.

#### **Processing Fee & Service Duty**

WYNN IMPORTS AND LOGISTICS LIMITED applies a minimum processing fee of JM\$250.00 for Sea Shipment Packages and JM\$500.00 for Air Shipment Packages. Additionally, our company provides various services to meet customer expectations, such as; International Storage, Freight Services, Air Waybills, Duty, Tax, etc. With our commitment to providing efficient and dependable services, we aim to surpass customers' shipping experiences. Thus, we have implemented this fee for all packages to ensure that our deliverables are at their peak while outnumbering our competitors in the shipping industry.

#### **Customs Duty**

All packages that are equal to and exceed US\$100.00 will attract customs duty. Please note that customs charges vary according to the item, brand, and manufacturer.

#### **Identification (ID)**

A valid government identification card must be presented for pickup or delivery. If you are unable to pick up your shipment, you can authorize an individual to collect it by sending a text message or an email notifying Wynn Imports & Logistics of the authorized person's



name. The authorized person must present proof of identity before we can distribute your shipment to the said person.

#### **TRN**

Your TRN is required for us to clear packages or shipments on your behalf. If you ship a package without entering your TRN number when signing up, we will not be able to clear your package or shipment.

### **Partial Shipment**

WYNN IMPORTS AND LOGISTICS LIMITED does not honor partial shipment clearances. This means that you cannot request some of the items at any given time and return the remaining items. Also, if you have two (2) separate shipments that cleared two (2) separate weeks, you cannot request to collect the latest shipment while leaving the oldest shipment behind. We follow a first-in, first-out shipment cycle.

### **Delivery**

WYNN IMPORTS AND LOGISTICS LIMITED only provides a one-time free delivery service per shipment. However, if a customer has missed their delivery, WYNN IMPORTS AND LOGISTICS LIMITED is not liable to reschedule a complimentary service delivery, regardless of any circumstances a customer may experience that led to the cancellation. To request home or office delivery, the customer must pay for their shipment and provide a reasonable window for us to honour deliveries between 24 to 48 hours before the delivery.

#### Online and Credit card payments

Customers who choose to pay by credit card or our payment link option are subject to pay a credit card fee of 5% on all shipments. You can pay via cash, direct deposit, or online bank transfer to avoid the credit card fee.

#### **Storage Fee**

A storage fee of JM\$100.00 per day will be charged to all packages that have been left in the store after five (5) working days.



#### **Payment Policy for Online and In-Store Transactions**

WYNN IMPORTS AND LOGISTICS LIMITED (the "Company") accepts multiple payment methods for both online and in-store transactions, ensuring flexibility and convenience for our customers. This Payment Policy outlines the acceptable forms of payment and terms for each method, including cash, debit cards, and credit cards.

## 1. Online Payments

For online transactions via the Company's website, customers may use the following payment methods:

- Debit Card
- Credit Card

### Terms for Online Payments:

- All debit and credit card information provided must be accurate, valid, and complete.
- Charges will be processed at the time of transaction, and the customer is responsible for ensuring sufficient funds or credit availability.
- The customer agrees that the charges incurred will be honored by their card issuer.
- In the event of a declined transaction, the customer is responsible for providing an alternate method of payment.

#### 2. In-Store Payments

For in-store transactions, the Company accepts the following forms of payment:

- Cash (local currency only)
- Debit Card
- Credit Card

### Terms for In-Store Payments:

- **Cash Payments:** Customers must provide the exact amount or expect change to be provided based on availability.



- **Debit and Credit Card Payments:** Customers must present a valid, authorized card at the point of sale. Payment is processed at the time of the transaction.
- The customer is responsible for ensuring that sufficient funds or credit is available for payment.

#### 3. General Terms for All Payment Methods:

- **Payment Authorization:** By completing a transaction with the Company, the customer authorizes the Company to charge the selected payment method for the total transaction amount, including any applicable taxes or fees.
- **Receipts:** A receipt for the transaction will be provided upon request or electronically for online payments.
- **Refunds:** All payments are subject to the Company's Refund Policy.
- **Confidentiality**: The customer agrees to protect their payment details and credentials and is responsible for unauthorized transactions resulting from their negligence.

### 4. Dispute Resolution:

In the event of any payment discrepancies, the customer must notify the Company within 24 hours. The Company will work to resolve the issue, but reserves the right to refuse unauthorized or disputed payments until resolved.

By using our services, whether online or in-store, you agree to abide by this Payment Policy.



#### **Contact Information**

If you have any questions regarding the Disclaimer, please contact the Company by using any of the following media:

### WYNN IMPORTS & LOGISTICS LIMITED

#### **SAVANNA-LA-MAR Address:**

97 GREAT GEORGE'S ST SHOP #15 GREAT GEORGE'S MALL SAVANNA-LA-MAR, WESTMORELAND, JAMAICA

## **SANTA Address:**

LOT 47-48 SANTA PLAZA, SANTA CRUZ, ST. ELIZABETH, JAMAICA

# **Telephone:**

+1 876 931-4314

+1 876 513-5193

### **Email:**

INFO@SHIPWITHWYNN.COM