

Amazon Easy Ship Terms and Conditions

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This page talks about **Terms of Service** and **Conditions of Carriage** for Amazon Easy Ship

Amazon Easy Ship Terms of Service

Amazon Easy Ship Service ("**Easy Ship Service**") is a service that allows Amazon Online Distribution Services Private Limited ("**Amazon**" and the expressions "**we**", "**our**" and "**us**" will be construed accordingly) to facilitate and make available transportation services within the territory of India using Amazon Seller Services Private Limited and its designated logistics service provider, Amazon Transportation Services Private Limited ("**LSP**"), for delivery of Your Products to the customers on Your Site.

By agreeing to avail Easy Ship Service facilitated by Amazon, you, on behalf of yourself and the entity that you represent, agree to be bound by all terms and conditions as provided herein, including all terms and conditions incorporated by reference ("**Easy Ship Service Terms**").

1. You accept and acknowledge that use of the Easy Ship Service shall, in addition to the Easy Ship Service Terms specified herein, be subject to the provisions of the Pay with Amazon Agreement at all times. Unless defined in these Easy Ship Service Terms, all capitalized terms used herein shall have the same meaning as assigned to it in the Pay with Amazon Agreement.
2. Except to the extent specified in these Easy Ship Service Terms, all other terms of the Pay with Amazon Agreement shall apply to the Easy Ship Service and nothing contained herein shall affect or alter in any manner whatsoever, the validity, enforceability and interpretation of the terms stipulated under the Pay with Amazon Agreement.
3. You hereby agree to avail the Easy Ship Service only for Your Products sold on Your Site and not for any other products listed/sold on websites/marketplaces other than Your Site.
4. You agree to indemnify, defend, and hold harmless Amazon and/or the LSP from all claims, judgments, damages, fines, penalties and expenses (including reasonable attorneys' fees) that may arise out of or as a result of any of your acts or omissions with respect to the Easy Ship Service provided by Amazon to you, or your breach of the Easy Ship Service Terms and/or the Pay with Amazon Agreement and/or the Conditions of Carriage of the LSP.
5. You agree and acknowledge that in the event of any loss or damage to Your Products during the course of transit, your sole and exclusive recourse shall be against the LSP and will be governed by the Conditions of Carriage of the LSP. You further agree that Amazon will have no liability for any loss or damage to Your Products. In the event you desire to seek full coverage of loss of Your Products during shipment, you may at your own discretion and costs (including premium, as applicable), insure Your Products through an insurance company. In any event Amazon will not be liable for any disputes between you and the customer or you and the insurance company, as the case may be.
6. You agree and acknowledge to accept all undelivered shipments (i.e. packages which could not be delivered to the customer and are being returned to you) from the LSP. In case of any query or concerns on these returned shipments, you may contact Pay with Amazon Seller Support after accepting the returned shipment.
7. All claims for loss and/or damage must be notified to the LSP in writing within 30 calendar days after shipment is accepted by LSP, failing which no action for loss and/or damages may be brought against LSP. Receipt of the shipment by the consignee without written

notice of damage on the delivery receipt is prima facie evidence that the shipment was delivered in good condition. No claim for loss and/or damage will be entertained until all invoices and charges have been paid.

8. LSP shall have a general lien on all shipments in its possession, custody or control for any monies whatsoever due from you and such general lien shall extend to all freight charges, Octroi duties and taxes, advances, or any other charges of any kind arising out of transit hereunder. LSP shall be entitled to detain any shipment until such dues are paid and, without prejudice to LSP's other legal remedies to recover its costs, charges and expenses, shall be entitled, after giving 14 days' notice to you, to sell the shipments by public auction, tender, private agreement or otherwise or even destroy the shipments as agent for and at your expense and apply the proceeds in or towards the payment of such sums. Upon accounting to you for any balance remaining after payment of any sums due to LSP and any costs of retention, insurance and sale or disposal, LSP shall be discharged of any liability whatsoever in respect of the shipment.
9. Amazon or LSP or any of their respective officers, directors, employees, representatives and agents shall not be liable for any loss, damage, claims, charges, penalties, suffered by or incurred by you as a result of or arising out of your use of the Easy Ship Service.
10. You agree that orders received and/or items returned from customers within Easy Ship Service delivery coverage area will only be fulfilled using the Easy Ship Service through the LSP and in terms of these Easy Ship Service Terms.
11. Prior to pick up of Your Products by the LSP in terms of the Easy Ship Service, you will ensure that: (a) all Your Product(s) are properly packaged for protection against damage and deterioration during shipment; and (b) all necessary documents required in connection with the shipment of Your Products and/or customer returns including packing slips, invoices and/or government regulatory documents have also been provided.
12. You will ensure that all Your Products handed over to the LSP are suitable for shipment. LSP may refuse to accept any shipment that it may consider unsuitable in its sole discretion or not in compliance with the Conditions of Carriage of the LSP. LSP may return or dispose of or destroy any shipment that LSP determines in its sole discretion to create a safety, health or liability risk to LSP, its personnel or any third party and in such a scenario, the title to each such disposed or destroyed shipment will transfer to the LSP as necessary for it to dispose of or destroy the shipment. In addition, you will compensate the LSP for any damages incurred including any expenses the LSP incurs in connection with any unsuitable shipments.
13. The LSP will pick-up shipments from your designated address, and will deliver the same to the customers as per the address mentioned on the invoice of Your Products. In case of any customer returns, the LSP will pick up the items from the customer as per the delivery address mentioned on the invoice of Your Products or any other address given by the customer and return it back to your designated address. You agree and acknowledge to accept all such customer return items from the LSP. In case of any query or concerns on these returned items, you may contact Pay with Amazon Seller Support after accepting the item.
14. You are responsible for raising or collecting from customers any appropriate documentation including invoices, delivery challans, way bills, stock transfer forms (e.g., Form F) or any other statutorily required documentation for reporting of both shipment of items from your location or customer returns using the Easy Ship Service. You will be solely responsible for clearing any shipments held up at any check-posts or seized by tax authorities as a result of non-compliance of any required documentation requirements.
15. You will pay us the fees as set out in the Amazon Easy Ship Fee Schedule. It is hereby clarified by Amazon and agreed by you that once the shipment is handed over for delivery to the LSP or returned by the customer to the LSP, you shall be liable to pay the Amazon Easy Ship Fees to Amazon irrespective of the fact that such Shipment is lost or damaged during the course of transit or returned un-delivered (in respect of delivery to the customer) because of any other reasons. In case the shipment has to be rerouted, redirected or returned for any reason whatsoever (in respect of delivery to the customer), you shall pay Amazon all charges levied by the LSP for such rerouting, redirection or return in accordance with the rates notified to you, as also any Octroi, state and local taxes, duties etc. applicable thereon. LSP reserves the right to assess fuel and other surcharges on shipments

- without notice. The duration and amount will be determined at LSP's sole discretion. You, by tendering your shipment to the LSP, agree to pay the surcharges in force.
16. You hereby authorize us to recover, including by means of deduction any applicable fee under the Easy Ship Service from any amount due and payable to you under the Pay with Amazon Agreement.
 17. All payments by Amazon to you shall be made subject to any applicable taxes under the applicable Law.
 18. You will be responsible for Your Taxes, interest or penalties and you will indemnify and hold Amazon and/or its Affiliates harmless from Your Taxes, interest or penalties. You acknowledge and agree that you are responsible for preparing and filing any applicable statutorily required documentation to be issued either by you or by the customers.
 19. Amazon shall have the right to change, amend, withdraw, modify or alter the scope of the Easy Ship Service in any manner or terminate or suspend the Easy Ship Service immediately in its sole discretion at any time for any reason without notice to you.
 20. Nothing in the provisions of the Easy Ship Service Terms shall be deemed to construe a relationship of partnership or agency between you and Amazon. You also agree that you have no authority to represent or bind Amazon in any manner whatsoever.
 21. By providing your acceptance to these Easy Ship Service Terms, you also agree to be bound by and/or comply with the provisions of the Conditions of Carriage of the LSP (including those related to customer returns and/or disposal).

Amazon Easy Ship Fee Schedule

For the Easy Ship Service provided by Amazon under these Easy Ship Service Terms, you will be charged the fee as set forth in the [Amazon Easy Ship Fee Schedule](#). From time to time, we may, in our sole discretion, run special or limited time offers or promotions under which you may be charged such fee at promotional rates. We may notify you about such promotional rates by updating this page or through emails, blog posts, or other means.

By signing up for the Easy Ship Service, you acknowledge and accept that you have read the Easy Ship Service Terms and grant your consent/acceptance to be legally bound by the Easy Ship Service Terms as set out herein. We are relying on your consent/acceptance to make available the Easy Ship Service to you.

Amazon Easy Ship Conditions of Carriage

Amazon Transportation Services Private Limited, its employees or agents (hereinafter collectively referred to as "**ATSPL**" or "**AMZL**") will accept shipments subject to the Conditions laid out hereunder.

These Conditions are applicable to the carriage of shipments from and between specified locations within the territory of India using ATSPL services. ATSPL reserves the right to unilaterally modify, revise, amend, change or supplement these Conditions without any prior notice.

In the event there is a conflict between these Conditions and the provisions of any other document executed between the parties, these Conditions would prevail.

1. Consignor's representations and warranties

1.1 By tendering shipments for carriage to ATSPL, the consignor ("**Consignor**") is deemed to have agreed to the Conditions stated herein.

1.2 The Consignor represents and warrants that:

- a) The Consignor is the owner or the authorized agent of the owner of the shipments entrusted to ATSPL for carriage;
- b) The documents provided by the Consignor and accompanying the shipment (including shipping label, invoice and other transit documents) entrusted to ATSPL are true, correct and complete in all respects and are compliant with all applicable laws;
- c) The shipment does not contain any units the carriage of which is restricted or prohibited hereunder;
- d) The shipment is properly marked, addressed and packed to ensure safe handling and is compliant with all applicable laws;
- e) If required, the Consignor shall furnish such information and such documents to ATSPL as are necessary to meet the requirements under the respective local laws of the states through which the shipments are likely to pass en route to destination. ATSPL shall be under no obligation to enquire into the correctness or sufficiency of such information or documents.

1.3 It is the Consignor's obligation to ensure that all shipments entrusted to ATSPL for carriage are prepared and packed adequately to ensure safe carriage with normal care in handling. ATSPL shall not be liable for any damage or shortages occurring as a result of improper packing.

1.4 The Consignor agrees that the shipping label shall be prima facie evidence of the weight or volume or measure and other particulars of the shipments and the number of units stated therein. However, particulars relating to the quantity, volume and condition of the shipments shall not constitute evidence against ATSPL.

2. Conditions of Carriage

2.1 ATSPL undertakes, to carry the Consignor's shipment from the point of tendering to the point of delivery to consignee at the address indicated on the shipping label. There is no obligation to deliver a shipment to the consignee personally and ATSPL may deliver to someone other than the person named in the shipping label on behalf of the consignee and such delivery shall be a valid discharge of ATSPL's obligations under these Conditions. ATSPL may use an electronic device to obtain proof of delivery and the Consignor agrees that it will not object to ATSPL relying on a printed copy of the same as evidence merely on the grounds that the information concerned is obtained and stored in electronic form.

2.2 ATSPL reserves the right to carry the Consignor's shipments by any route using multi-modal transportation according to its own handling, storage, movement methods and plans, and by use of its business associates, co-loaders, co-couriers, franchisees or other agents.

2.3 ATSPL reserves the right to refuse, hold, cancel, postpone or return any shipment at any time if such shipment would, in the opinion of ATSPL, be likely to cause damage or delay to other shipments, or persons, or the carriage of which is prohibited by law or is in violation of any of these Conditions. The fact that ATSPL accepts a shipment does not mean that such shipment conforms to applicable laws and regulations or to the Conditions.

2.4 ATSPL reserves the right, to open and/or inspect any shipment at any time, at its own option or upon the request of the competent authorities and shall not incur any liability therefore.

2.5 ATSPL shall not be liable in any circumstances for any delay, loss, damage and/or resultant claims due to seizure or detention of shipments in the course of transit by competent authorities.

3. Shipping Label

3.1 ATSPL shipping label is non-negotiable and shall be prima facie evidence of the acceptance of shipments and of these Conditions and evidence of conclusion of the contract between ATSPL and the Consignor.

4. Undeliverable Shipments

4.1 A shipment shall be considered to be undeliverable if:

- a) The consignee's address is incomplete, illegible, incorrect or cannot be located;
- b) The consignee is not present, or fails or refuses to accept delivery or sign or pay for delivery of any shipment;
- c) The shipment would likely cause damage or delay to other shipments, or injury to persons;
- d) The shipment contains prohibited items;
- e) The shipment's contents or packaging are damaged to the extent that re-wrapping is not possible
- f) The shipment is detained or otherwise unable to clear local or state boundaries.

5. Declared value & limits of liability

5.1 The liability of ATSPL for any loss or damage to any shipment shall be the lowest of: (a) INR 1,000/- in case of documents and INR 5,000/- in case of non-documents, or (b) The amount of loss or damage to the shipment actually sustained or (c) The actual value of the shipment as determined, without regard to the commercial utility or special value to the Consignor.

5.2 The actual value of a damaged shipment shall be ascertained by reference to the cost of repair or replacement/resale or fair market value not exceeding the original cost of the article actually paid by the Consignor, always within the overall limit of INR 1,000/- in case of documents and INR 5,000/- in case of non-documents.

5.3 The declared value of shipments for carriage cannot exceed the invoice value.

5.4 ATSPL's acceptance for carriage of any shipment bearing a declared value in excess of the allowed maximums does not constitute a waiver of any provision of or limits as to such shipment.

5.5 ATSPL shall not be responsible for any losses, damages and/or claims on account of delay in pickup, transportation or delivery of any shipment regardless of cause of such delays

5.6 The Consignor will indemnify ATSPL for all losses, expenses, and any claims made against ATSPL by the consignee or a third party, arising where ATSPL does not deliver a shipment because the consignee does not pay the cash on delivery ("COD") amount in the appropriate form or refuses to accept the shipment.

6. Insurance

6.1 The Consignor may insure the shipments entrusted for carriage to ATSPL at his own cost and expense. In the event of any loss or damage to the shipment in such a scenario, ATSPL agrees to provide the Consignor a certificate of facts ("COF") upon a written request from the Consignor. The Consignor agrees and acknowledges that the COF will be issued by ATSPL without admission of any claim and that ATSPL shall be discharged of all liabilities, if any arising out of the shipment on acceptance of the loss/damage/shortage certified by the Consignor.

7. No Warranties

Save as expressly set out herein, ATSPL makes no warranties, express or implied.

8. Units not accepted for Carriage

ATSPL will not carry materials as under:

- a) Classified as hazardous material, dangerous goods, prohibited goods, banned or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), any applicable government department or other relevant organization.
- b) Not permitted by the laws/rules/restrictions in force or no customs declaration is made when required by applicable customs regulations and / or any other relevant laws.
- c) ATSPL decides it cannot transport an item safely or legally (such items include but are not limited to animals, bullion, currency, bearer negotiable instruments, share certificates and blank shares, precious metals and stones, firearms or parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs).

9. Liabilities Not Assumed

ATSPL shall not be liable for loss of or damage to any shipment arising from causes beyond its reasonable control including but not limited to :

- (a) an Act of God;
- (b) any consequences of war, armed conflict, invasion, act of foreign enemy, hostilities (whether war or not), civil war, riot, rebellion, insurrection, military or usurped power or confiscation, acts of terrorism, requisition or destruction of or damage to property by or under the order of any government or public or local authority, strike, lock-out;
- (c) seizure or forfeiture under legal process;
- (d) error, act, default, omission, mis-statement or mis-representation by the Consignor, consignee or any other party claiming interest in the shipment;
- (e) the violation of any of the terms and conditions contained on the shipping label or these Conditions, tariff or other terms and conditions applicable to the shipment;
- (f) damage to articles packed and sealed in shipments by the Consignor, provided that the seal is unbroken at the time of delivery and the shipment retains its basic integrity;
- (g) the erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film;
- (h) the act, default or omission of any public authority carried out in connection with the entry, exit or transit of the shipments;
- (i) accidents to vehicles and other conveyances carrying the shipments;
- (j) flight delays.

10. Non-waiver

Any failure by ATSPL to enforce or apply a provision of these Conditions does not constitute a waiver of that provision and does not otherwise impair ATSPL's right to enforce such provision.

11. Jurisdictions of Court

All disputes and claims arising out of or with respect to these Conditions shall be subject to the exclusive and irrevocable jurisdiction of courts at New Delhi.