

eSeller Terms and Conditions.

1. In order to qualify as an **eSeller**, the Merchant must be an ecommerce retailer or intends to set up such a business.
2. The **eSeller** product is aimed at Merchants sending a substantial amount of shipments during the year.
3. This service cannot be used for paper-mail / documents / contracts deemed as correspondence unless these are actual ecommerce items (e.g. books, magazines, comics).
4. Merchant will utilise the MaltaPost portal for this service.
5. Prior to pick-up or delivery of the items for transit, **eSeller** will prepare all documentation and ensure that the item/s is/are weighed in correctly to allow for seamless transit and to avoid that the item is delayed for weight discrepancies. MaltaPost reserves the right not to proceed with delivery if payment due is not done in a timely manner.
6. Clients are to print two manifests for every order. Both manifests must be signed by the eSeller and the MaltaPost representative.
7. All Payments have to be done by account top-up or online payment.
8. With the basic service the **eSeller** can drop off the items at any MaltaPost retail outlet.
At an additional cost, the **eSeller** may choose to have items picked up from any location in Malta or Gozo.
9. eSeller items are not to be posted in letterboxes.
10. Items are fully trackable, and client can monitor items progress through the 'Track & Trace' system on the MaltaPost website unless these are packets with a UH barcode as such items are not trackable.
11. Product uses a harmonized label and reduces the bureaucracy and time wasted to fill forms and spend time in queues.
12. MaltaPost shall only be bound to deliver the goods once the **eSeller** has made the relative correct payment before the items are forward to MaltaPost.
13. The **eSeller** acknowledges that it is his/her responsibility for the content of the mailed items and understands that MaltaPost does not in any way process data on behalf of the Customer.
14. Rates can be updated from time-to-time without written notice.
15. It is the **eSellers** responsibility to ensure that all items are not prohibited or classified as dangerous in accordance with the regulations prior to using the service.
<https://www.maltapost.com/prohibited>
<https://www.maltapost.com/prohibiteditemlist>
16. MaltaPost provides a proof of delivery for the trackable packets upon an official request by sender at an additional charge.
17. Official international inquiries for trackable items can be lodged after 30 days from the date of posting and within 6 months.
18. Items shall be packed in a reasonably strong cover appropriate to its contents. In addition, the contents shall be adequately packed to prevent any damage during transmission.
19. MaltaPost will not be liable for any direct, indirect or consequential loss or damage:

- caused by failure to perform any of its obligations if such failure is the result of circumstances outside its control;
 - arising from insufficient or improper packaging or addressing;
 - caused to items containing articles of a prohibited nature for that service e.g. foodstuffs prohibited in the USA, alcohol prohibited in Saudi Arabia;
 - arising from failure by the addressee to take delivery within a reasonable time;
 - arising from delay or seizure of any item by any Customs Authority because of incorrect, insufficient, incomplete or improper documentation or some other lawful reason. The Customer is responsible for ensuring that the correct and the complete documentation required by the Customs Authority is securely attached to the outside of the item at the time of posting and acknowledges that MaltaPost is not responsible for the presentation of this documentation to Customs. The customer will be held liable to MaltaPost for any fees, costs or losses incurred due to submission of unacceptable/ false documentation;
 - arising from delay or seizure of any item by any Customs Authority for any other reason;
 - arising from the service which is not available to that destination or is unavailable for any other reason whatsoever;
 - arising from the lack of consequential or indirect loss or damage (e.g. as a result of delay, damage or loss), or loss of profits in respect of any postal articles sent for business purposes;
 - arising from the lack of proof of posting;
 - arising from failure by the sender to place a documented claim/ enquiry of non-receipt of the item by the addressee within six months from the date of posting.
20. Compensation awarded to customers does not cover the value of the contents in the article, unless the article is insured. In relation to outgoing international mail, compensation is in accordance with the 'Liabilities Not Assumed' section.
<https://www.maltapost.com/committed-to-deliver?!=1>
21. Packets with Shipping cost less than €2 that are processed by mistake by the eSeller will not be refunded.
22. The agreement may be terminated at any time by giving the other party 10 working days written notice.
23. These 'Terms and Conditions' are subject to change without prior notice at MaltaPost's discretion.
24. **eSeller** Priority Pass Card is of MaltaPost property and can be retrieve at any time, the pass card is valid for two years.

LAST UPDATED: 03-05-2022.