

## Terms and conditions - Services of RIC GLOBAL SHIPPING LLC.

### Precedents

RIC Global Shipping LLC was established in the United States with the main objective to provide a wide variety of logistic alternatives to our customers and to forward abroad their shipments containing samples, spare parts, gifts, subscriptions, and documents from the U.S.A. to the world.

All the shipments are subject to the terms and conditions included in this communication are available at our website [www.raiconet.com](http://www.raiconet.com) also at RIC Global shipping LLC headquarters.

### Definitions

**Forwarding agent** : RIC Global Shipping LLC ("we", "our" and **RAICONET** ® means RIC Global Shipping LLC, his subsidiaries, branches and controlled companies with the corresponding employees, agents and contractors), "the carrier".

**Shipper**: the USPPI, ("You", "his/her" and "his/hers/one's/yours/theirs"), The Seller, the owner of the shipment in the U.S.A., their agents, representatives our individual tendering the package(s).

**Package**: A wrapped or boxed object; a parcel, an envelope, a container in which something is packed, including any item of this type offered by you, your agents or representative, in person, using our automated system, measuring devices, manifests or air waybills.

**Shipment**: means all the packages given and accepted by us under only a single airway bill.

**Road carriage** The shipments partially or exclusively carried by road - by means of an explicit or no explicit agreement in, to or from a country which be part of the convention about the contract for international carriage of goods by road. (CMR) are subject of the terms and conditions of the CMR, regardless of any other regulation of this agreement which indicates the contrary, except the superior limitations of responsibility established in these conditions will be current in contrast to those established by the CMR.

### 1- Export Control

RIC Global Shipping LLC is engaged in the international transportation of packages under the courier or standard air services.

By giving us your shipment you authorize the carrier RIC Global Shipping, LLC to act as the Forwarding Agent and you agree regardless of whether you sign the front of this Air Waybill, for yourself or as an agent for and on behalf of any other person having an interest in this shipment, for all the terms on this Non-Negotiable Air Waybill.

All packages covered under a single RIC Global Shipping Air Waybill shall be considered a single shipment; any shipment should be accompanied by official documentation from the shipper (the USPPI) showing specific information for each international shipment, the information recorded on this document will be used for pre-departure proceedings as required by the US Department of Census and Commerce and the assessment of any applicable duty and tax charged during customs clearance at destination; by providing such documentation the shipper certifies that all the statements and information, relating to exportation and importation are true and correct. Furthermore, the shipper understands that civil and criminal penalties, including forfeiture and sale may be imposed for making false or fraudulent statements, or for the violation of US laws on exportation (see 13 USC Section 305.22 U.S.C. Section 401, 18 USC Section 1001 and 50 USC App. 2410).

If the shipper provides documents that are not appropriate for the services or destination requested, you hereby instruct us, were permitted by law, to complete, correct, or replace the documents for you at your expense. However we are not obligated to do so; if a substitute Air Waybill is needed to complete the delivery of your shipment and we complete that document, the terms of the original Air Waybill will continue to be in effect. We are not liable to you or any other person for our actions on your behalf under this provision.

RIC Global shipping LLC may contract third parties duly authorized to offer services and to accomplish the contracts, either in his name and his representation or behalf of his employees, agents and subcontractors. Each one will be benefited with these terms and conditions.

## 2-Letter of Instructions

Unless indicated otherwise, the charges are collect to destination. Any shipments refused by the consignee, or which for any other reason cannot be delivered, will be held and the shipper will be contacted for further instructions.

RIC Global Shipping LLC reserves the right to refuse any package by the reason of its dangerous nature, or any other character of its content liable in the judgment of the carrier, to soil, taint, or otherwise damage other merchandise or equipment, or which is improperly packed, or which is economically or operationally impracticable to transport. The carrier will not provide a transportation service to any shipment which is prohibited by law or regulation of any federal, state, provincial, or local government in the origin or destination countries.

Transportation charges are based on the gross weight of the shipment or the dimensional (volumetric) weight of the shipment, whichever is greater; fractions of a measuring unit are increased to the next full unit. Dimensional weight is based on the current International Air Transportation Association (IATA).

The shipper will be responsible for payment of all other charges including but not limited to, forwarding, disposal, or return air transportation charges as well as any duty and tax, if applicable. Customs penalties, storage charges, or other expenses incurred as a result of an action by customs or failure by the shipper or consignee to provide proper documentation or to obtain required license or permit will be charged to the consignee along with any applicable tax and duty, and our lawyers' fees and legal costs, related to this shipment.

**\*\* Right to inspect :** The Shipper authorizes the Forwarding Agent to open and inspect any package tendered to it for transportation, also to **screen the packages as required by government regulations**. Therefore, your shipment could be opened and inspected by us or by the authorities, due our decision or requested by governmental authorities, airports, customs policy, at any time

## 3-Liability for Loss and Damage or Delay

The rules relating to liability are established by the "Warsaw Convention" and any amendments thereto shall apply to the international carriage of any shipment hereunder insofar as the same is governed thereby. Unless a greater value for insurance is declared in writing in the space provided on the RIC Global Shipping LLC Air Waybill, the shipper declares the released value of each shipment to be no greater than \$100 (U.S.) or US\$9.07 per pound (US\$20.00 per kilogram) (or the equivalent in local currency) between two , the highest amount, unless you declare, in advance , a higher value for the carriage according to what is described then.), for each \$100 (U.S.) or fraction thereof of declared value for insurance per shipment in excess of \$100 (U.S.), an additional charge based on the rate in effect at the time of shipping will be assessed, please contact us for an explanation of the additional charge. Liability for loss or damage will be governed by this terms and conditions and shall be limited to proven damages up to an amount not exceeding \$100 (U.S.) per shipment unless a higher value has been declared by the shipper. Please contact us or consult the services guidance, standard conditions for carriage or the rates published for an explanation for the limits of the declared value.

If you send more than one package using one airway bill, the declared value for the carriage of each package will be determined by dividing the total value declared for the carriage by the number of packages in the shipment.

We recommend verifying with us our current rates before you tender your packages to us and to obtain an explanation of the additional charges. If you declare a higher value for carriage and pay the additional charge, our maximum responsibility will be, the higher value declared for carriage for total loss or to cover replacement of the damaged portion, the lower of the two amounts. We do not take responsibility for the shipment where the owner of the cargo refuses to have insurance coverage.

For any other shipment, in particular for those shipments with an extraordinary value, the declared value for carriage is limited and will depend on the content and destiny of the shipment.

We will not be responsible for your acts or omissions, including but not restricting to a wrong declaration of the shipment, packaging, close, marked, or wrong documentation or insufficient for the shipment or for the acts or omissions of the consignee or any other person which has an interest in the shipment. Besides, we will not be liable for loss, damages, delay, incomplete delivery address, wrong delivery, lack of delivery, wrong information or lack of information related to shipments containing cash, foreign currency or other forbidden items.

We will not be responsible for loss, damages, delay, incomplete delivery, wrong delivery, lack of delivery, wrong information or lack of information respect to the shipment due incidents that we cannot control, including but not restricting to acts of nature, weather conditions, mechanical delay, acts of public enemies, war, strikes, social disturbances, or acts or negligence of public authorities (including customs officials and the health officers) with real or apparent authority.

In general, the carrier shall not be liable for any interruption of delivery service due to a cause beyond the carrier's control, or disruptions in the air or ground transportation networks, or to strikes, lockouts, or labor disputes, acts of God, or the unavailability or refusal of a person to accept delivery of the shipment.

Claims not made within 6 (six) month after being tendered to the carrier shall be deemed waived. The carrier shall not be liable for any special, incidental, or consequential damages.

**NO WARRANTIES-** we make no warranties, express or implied.

#### **4- RESPONSIBILITIES NOT ASSUMED**

Subject to the conditions in our Air Waybills, in any published rate, in our guidance of services or in our standard conditions of carriage, in no case we will be responsible for any damages, be direct, incidental, special or emergent, which exceeds the value declared for carriage or U.S. \$100 or U.S. \$9.07 per pound (U.S. \$20 per kilogram) or the equivalent in local currency; Among three, the highest amount, either because we have had or not the knowledge that existed the possibility to fall into such damages including but not limiting to the loss of the deposit or profits.

**NO WARRANTIES- we make no warranties, express or implied.**

#### **Laws that govern**

Any disposition contained or referred to this airwaybill and that could be contrary to any international convention, law, governmental regulations, order or requirement which be applicable, such disposition will be valid as part of our agreement while it will not be nullified by these governmental decisions. The invalidity or incapacity to enforce any regulation does not affect any other part of this Airwaybill.

#### **5-Customs dispatch**

To deliver your shipment, by this means, you, on your own name and on behalf of the consignee, designate us your agent exclusively to carry out the customs dispatch and you certify us as consignee in order to designate a customs agent to carry out the customs dispatch. In some cases, it is possible the local authorities require additional paperwork which confirms our designation. It is your responsibility to provide the proper paperwork and the confirmation, when required.

You warrant and is responsible of your compliance with the laws, rules and regulations applicable, including but not limiting to the customs regulations, import, export, and re export regulations and the governmental rules of any country to, from, through or over the shipment could be carried. You are agreeing to provide this information and complete and attach to this air waybill the paperwork required to satisfy the laws, rules, and regulations. We do not assume any responsibility before you or any other person for any loss or expense due to your incompetence to follow this regulation.

You will be responsible for all charges, including the carriage charges and possible surcharges, taxes, payments and tariff, including fees related to our payment in advance, penalties and governmental fines, taxes and our attorney fees and legal costs related to this shipment

#### **6-Billing options**

Unless it exists some restriction to the contrary at the origin or destination countries, RIC Global shipping LLC offers the following billing options:

(1) Sender pay service - the consignor pays all the carriage expenses and the consignee, in his case, pays the duties and taxes from the destination country.

(2) Receiver pay - the consignee, in his case, pays all charges for carriage and duties and taxes from the country of destination (previous presentation of the commitment letter to assume the non payment from consignee).

(3) FOB service (free on board) - the consignor pays the charges up to the point of export and the consignee pays the settlement. (Check authorized countries).

(4) Service C&F (cost and freight) - the consignor pays the charges of the carriage up to the point of import and the consignee pays the settlement (previous presentation of the commitment letter to assume the non payment from consignee).

(5) Delivery duty paid, added value tax non payment - The consignor pays the duty from the destiny country, in case of corresponding, besides all charges of carriage, and the consignee pays the added value tax from destination.

(6) Billing of costs, duties and taxes of the shipment to the consignor. The consignor pays the duties and taxes from country of destination, in case of corresponding, besides the all charges of the shipment.

The consignor must notify to whom will pay the billing before sending the shipment if he selects an option that is not the prepaid service and this option will have to be indicated in the airway bill of RIC Global shipping LLC in the space reserved to that effect. The consignor will be responsible for the payment in case this not be paid by the consignee or by a third party.

### **7-Temporary limit for complains**

Any complain against RIC Global shipping LLC will have to be presented by written as soon as it be feasible and in any case within 15 days of delivery in case of damage (including the partial loss of a shipment). Besides, RIC Global Shipping LLC will not have accountability in relation to any shipment unless legal actions be initiated and be notified to RIC Global shipping LLC by written within 6 months after the delivery of the involved goods or in case the shipment had not been delivered within the six months of the scheduled date of delivery. The current disposition will not affect the rights can have the consignor in accordance with the conventional regulations applicable or other imperative national laws which be of implementation.

### **8-Complete agreement**

All the shipments are subject to the terms and conditions included in this document of RIC Global shipping LLC and those which are detailed in the website of RIC Global shipping LLC. ([www.raiconet.com](http://www.raiconet.com) ).

### **9-Divisibility**

The current terms and conditions will be of implementation to the maximun extent allowed by the implemented law. If any point of the current termns and conditions is not of the minimun required, this will not affect the demand of any other point.

**Implemented law** -The current terms and conditions and any contract carried out that adds these, will be regulated in all their aspects by the laws of the country in which the shipment was contracted.

### **10-Guarantee of RIC Global Shipping LLC.**

In order to have the right of a refund or credit because of service deficiency, you will have to notify us of the service deficiency and ask for a refund or credit for the carriage charges, according to the conditions listed below. If you do not comply with these conditions, you will not have the right to receive a refund or credit and will not be able to obtain compensation due deficiencies in the service in no legal demand.

The requests for refund or credit of carriage charges due deficiencies in the service will have to be given by written to the customer service department of RIC Global Shipping LLC. Your notification of a deficiency in the carriage will have to include your account number with RIC Global Shipping LLC, the RIC Global Shipping LLC's air waybill number or the tracking number of for the shipment, the weight of the shipment, and the name, address and the zip code of the consignee, and clearly state the reason for your claim. All the requirements of refund or credit for carriage charges must be received through one of the authorized channels within the following 15 working days after the date of invoice or within the following 15 working days after the date of shipping if you are paying with credit card or in advance with cash, check or bank transfer. A partial payment against an invoice is not considered an adjustment of invoice request or a notice of refund request. A notification for a charge not paid together with the payment is not considered an adjustment request of the invoice nor a request of refund if the reason is related to the service failure.

1. The notification of service deficiency must include the number of the account, RIC Global Shipping LLC's air waybill number or tracking number, the date of shipping and the complete information of the consignee.

2. A credit or refund according to our guarantee of refund will be in effect only to charges for the shipment in which the credit is correct.

3. It will not be considered a deficiency in the service has happened if, after you notify us, we give you:

A proof of delivery on time, with date and time of delivery and the name of the person who signed for the shipment. Information of exception in the service that indicates that the delivery was not fulfilled on time as result of circumstances described in the section "Responsabilities not assumed".

4. We have not the obligation to answer if your request is not received within the limits of the time indicated above.

5. It will not be considered a deficiency of the service when the service gets interrupted by the carrier resulting in a package or packages been detained at origin or destination countries due to the consignee unpaid invoices (delinquent accounts ) until alternative arrangements for payment has been done.

6. Only is allowed a refund or credit per shipment. In case of shipments with several packages, the guarantee of refund will be in effect to all the packages of the shipment. If a deficiency in the service occurs for a package of the

shipment a refund or credit will be given for the part of the carriage charges corresponding to that package.

7. Only a refund or credit will be given if the complete information of the consignee was given at the moment of the delivery to RIC Global Shipping LLC. The full information of the consignee must be informed in the airwaybill or through an electronic device for shipments of RIC Global Shipping LLC.

8. It will not be considered failed service subject to a claim when the wrong delivery address was provided along with the shipment, if there is not an available person to receive the shipment or if the person refuses to receive it, either or not, the package be returned to the driver, if the person does not sign for the package or for any other reason described in the section "Responsibilities not assumed".

9. This guarantee of refund will be in effect only for carriage charges and it is not applicable to duties, taxes or other charges, including charges for secondary services.

10. This guarantee of refund is applicable to shipments sent with RIC Global Shipping LLC.

11. The guarantee of refund for shipments to our area of extended services is applicable only to the part of the carriage supplied directly by us.

12. This guarantee of refund is not applicable to services of simple mail and/or that has not an electronic tracking

13. This guarantee of refund is not applicable to returned shipments or that cannot be shipped due to their nature, such as shipments containing Lithium batteries, dangerous goods or dry ice, just to mention some of them.

14. This guarantee of refund is not applicable to shipments held by authorities at origin or destination countries caused by the unfulfillment of the politics of RIC Global Shipping LLC referred to documentation, nature of shipment, licensing, or customs at destination objecting the shipment.

15. In the case of shipments with RIC Global Shipping LLC., if the consignor or consignee specifies a customs agent different to RIC Global Shipping LLC or our customs agent designed and the shipment will be delivered to the customs agent with bond, our commitment of delivery will be fulfilled if we notify the customs agent about the availability of the shipment.

Nevertheless, if the consignor or the consignee specifies a customs agent different to RIC Global Shipping LLC or our designated customs agent and we hold the supervision of the shipment and we are responsible for the delivery of it after receiveing the suitable paperwork of customs disclaimer of another customs agent, our commitment for the time of delivery will be modified adding a working day for each day (or part of the day) which our reception of the paperwork for customs disclaimer be delayed as a consequence of inspections, requirements of sampling, errors or omissions of the customs agent designed by the consignor or consignee.

16. International Holidays will affect our transit times. Please contact our international customer service to get information about the commitment of delivery that can be affected due these festive days. The scheduled deliveries to be done during a holiday will be rescheduled to be delivered the following working day. The commitment of delivery for the application of the guarantee will be extended during a period equal to the time of the holiday.

17. There are not commitments of delivery for shipments in which the guarantee of refund has been cancelled.

### **11-Processing Center**

RIC Global Shipping LLC counts with a reception and cargo processing facility located in Miami, State of Florida, with has an infrastructure capable to receive, process and dispatch on a daily basis international shipments via airfreight thanks to a wide range of schedules through our extensive logistic network.

### **12-Customer Responsibilities**

You guarantee that each item of the shipment to be properly described in the airwaybill and in any other associated document for export, you certify that your shipment is acceptable to be carried by us and that your shipment is in compliance with every regulation at the origin and destination countries, that the shipment is properly marked, consigned (including the zip code) and packaged to secure the reasonable care of handling. You will be responsible for all the charges, including the charges for carriage and posible surcharges, taxes and customs valuations and duties, including fees related to our payment in advance of these, penalties and governmental finds, taxes and the fees for our lawyers and legal costs, related to this shipment.

### **13-Characteristics:**

The service offers customized attention, specialized advice, short delivery times and competitive rates, that ensure your shipment of document or samples to individuals, companies, Banks and/or official organisms, covering a wide range of needs and specific requirements.

Packaging: For better comfort of the customers, RIC Global Shipping LLC has designed, under international rules, our

exclusive packaging that is a guarantee for the security, privacy and care that the shipments require. The packaging is supplied by our staff at the moment of the reception of the shipment.

Letter: A standardized envelope 23 cm x 31 cm, for the exclusive shipment of documents, which have a differential rate. Express: plastic bag 34 cm x 50 cm, for exclusive shipment of documents, samples and/or goods with a weight above 500 grams.

Fuel surcharge: Since January 1st 2006 RIC Global Shipping LLC follow the habits and customs of the International market of courier, rates of services for shipments of documents and samples, as much as for export and for import, will include the percentage of fuel surcharge. This will appear in the invoice. We reserve the right to change the index of the fuel surcharge without prior notice. As much as the amount and the period of time of the fuel surcharge will be determined to the exclusive discretion of RIC Global shipping LLC.

#### **14-Use of the site [www.raiconet.com](http://www.raiconet.com)**

This site or any of their parts will not be able to be reproduced, duplicated, copied or sold. Re sold or made use of again with a commercial purpose if it were not expressly allowed by RIC Global Shipping LLC.

#### **15-Copyright**

The total content of the site [www.raiconet.com](http://www.raiconet.com) as logotypes, icons, texts, graphics, technical information and the links of audio, images, and software, property of RIC Global Shipping LLC is subjected and protected by the laws applicable on each topic, as much nationals and internationals.

#### **16-Trademarks**

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Service on line - Chat: service available from Monday to Friday, from 9:00 AM to 5:00 PM (local time) excluding holidays.

Customer service by phone: attention available from Monday to Friday, from 9:00 AM to 5:00 PM (local time) excluding holidays.