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EXPAT LOGISTICS FOR COMMERCIAL SERVICES

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COMPANY REGISTRATION
1010371304

Terms and Conditions of Expat Logistics

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Terms and Conditions of Expat Logistics

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Section 1

| Term | Definition |
|------------------------|---|
| We or Us | Ex-Pat Logistics Limited, Expat Logistics for Commercial Services and / or agents and service providers acting on our behalf |
| Expat Logistics or EPL | Expat Logistics Limited or Expat Logistics for Commercial Services |
| Customer | The person or corporate entity paying for any service from Expat Logistics |
| Owner | The person or entity legally responsible for the item(s) |
| Third Party | Any person or entity acting on behalf of Expat Logistics or directly & legally empowered by the customer to act on their behalf |
| Consignee | The person or entity responsible for the import of the shipment |
| Consignor | The person or entity responsible for the export of the shipment |
| Agent | Someone acting on behalf of Expat Logistics |
| Your agent | An agent as appointed directly by the customer or consignee |
| T&C's | Terms and conditions of Expat Logistics |
| POA | Port (or point) of arrival (referring to both sea and airports) |
| POD | Port (or point) of departure (referring to both sea and airport) |
| POE | Point of Entry – usually referred to for land border crossings |
| LCL | Loose Container Load – Part sea freight shipments |
| FCL | Full Container Load – The use of a container for a sole entity or individual |
| INCOTERMS | List of industry standard terms relating to shipping responsibility with full list available at http://en.wikipedia.org/wiki/Incoterms |
| BOL or B/L | Bill of Lading (sea and road freight) |
| AWB | Airway Bill (prefixed M = Master and H = House) |
| HHG | Household Goods |
| PE | Personal Effects |
| DG | Dangerous Goods |
| DGR | Dangerous Goods Regulations |
| DGN | Dangerous Goods Note |
| AVI | Pets in Transit (governed by LAT Regulations) |
| LAT | Live Animals in Transit |
| Oversized | Any items considered out of gauge or too large for standard handling and / or requiring specialist handling or transport |
| General Cargo | Any shipment, personal or commercial, that can be transported or handled within the standard guidelines of the airlines, shipping line or transport providers |
| Service Provider | Any company providing a service on behalf of or through Expat Logistics |
| Marine insurance | Industry specific terms for an insurance policy taken on any shipment for cover whilst in transit, storage, collection or delivery (or within parameters as laid out by the provider) |
| Actual Weight | The physical weight of a shipment |
| Volume weight | The weight of a shipment based on the dimensions |
| Chargeable weight | The greater of actual or physical weight on which a shipment will be charged |
| CBM | Cubic Meters |
| In transit | A shipment between collection, up to delivery to agreed destination, including storage facilities |
| In storage | Any time a shipment is in an agreed secure warehouse facility whilst in the possession of Expat Logistics |
| Disclaimer | Any document as requested by Expat Logistics to remove or reduce liability where handling or requirements are in dispute between Expat Logistics and the Customer |
| IATA | International Air Travel Association – Governing for all air freight |
| Demurrage | Penalty storage charges applied by airports / sea ports for shipments not cleared or held pending resolutions, prior to dispatch |

2 General Terms & Conditions

- 2.1 By engaging the services of EPL and / or its agents acting on our behalf, you are agreeing to the terms as set out in the full terms and conditions of Expat Logistics.
- 2.2 T&C's will commence from the first communication with Expat Logistics, either verbally or in writing or through a third party
- 2.3 Failure to adhere to the terms and conditions may lead to the cancellation, delay or refusal of service
- 2.4 Any charges incurred will be passed to the customer prior to the continuation or return of goods
- 2.5 Any breach of T&C's in relation to privacy and intellectual property may result in legal action to recover loss of earnings and / or legal compensation

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- 2.6 PROHIBITED GOODS – SHOULD ANYTHING BE FOUND THAT IS ILLEGAL IN THE COUNTRY OF ORIGIN, TRANSIT COUNTRIES OR COUNTRY OF DESTINATION THEN THE CUSTOMER WILL BE REPORTED TO THE RELEVANT AUTHORITIES AND ANY COSTS INCURRED PASSED TO THE CUSTOMER
- 2.6.1 The owner as declared is responsible for the contents of the shipment. Any items found to be illegal or against the laws of any country the shipment may be travelling from, through or to, may be removed and returned, destroyed or passed to the relevant authorities for further action, with associated charges passed to the customer.
- 2.6.2 EPL and its partners are not responsible for the contents of a shipment and accept no responsibility for the contents or handling, disposal / return of items removed from this shipment
- 2.6.3 On occasion, shipments may travel via alternate routes, other than those originally advised. EPL accept no responsibility for any route variation and the requirements those countries may impose
- 2.7 Expat Logistics reserve the right to refuse or cancel service without notice should we become aware of; (but not limited to)
- 2.7.1 Money Laundering
- 2.7.2 The shipment is in breach of international or national laws of any country the shipment will be travelling from, to and any point the shipment may transit through
- 2.7.3 The content of the shipment is deemed illegal
- 2.7.4 The content of the shipment is for criminal purpose or gain
- 2.7.5 The shipment is in breach of CITES laws and regulations
- 2.7.6 The customer has been placed in administration (and/or) is in the process of (and/or) highly likely to be placed in administration or declared bankrupt
- 2.7.7 We believe or become aware, in good faith, that the customer is likely to refuse, dispute or delay payment outside of any agreed payment terms
- 2.7.8 The shipment is in direct opposition to religious, moral or personal beliefs of Expat Logistics, its staff or agents working on our behalf
- 2.7.9 The customer disagrees or refuses to accept the handling requirements or shipping method as laid out by Expat Logistics and is not prepared to sign a disclaimer
- 2.7.10 Documentation that has been provided appears to be false or counterfeit for whatever purpose
- 2.8 In the event of refusal, Expat Logistics reserve the right to;
- 2.8.1 Hold the shipment until payment or requirements are met
- 2.8.2 Report the shipment to the relevant authorities
- 2.8.3 Claim for any costs prior to return or destruction of goods
- 2.9 In the event of legal action against a customer or owner, Expat Logistics accept no liability for financial loss, legal charges or additional charges that may be incurred
- 2.10 All contracts and agreements with Expat Logistics will be governed under English Law
- 3 Intellectual Property and Privacy Terms**
- 3.1 Ex-pat Logistics is a registered trading name and remain the property of Expat Logistics.
- 3.2 The use of the Expat Logistics name, in any form, is not permitted without the express, written agreement from Expat Logistics
- 3.3 The corporate logo “Expat Logistics” encircled with blue and black arrows are not to be used without the written permission and consent of Expat Logistics
- 3.4 Modification and miss-leading use of any name or logo associated with Expat Logistics is forbidden
- 3.5 Any information provided by Expat Logistics to a customer or third party is for their sole use and should not be distributed or passed to any other individual or entity without the permission of Expat Logistics
- 3.6 Rates and information provided remain the property of Expat Logistics and must not be circulated unless expressly intended for general circulation and confirmed in writing by Expat Logistics
- 3.7 Any communication between Expat Logistics and the Customer or Third Party are confidential and should not be transferred outside of any agreement
- 3.8 Expat Logistics will not sell any personal information to third parties
- 3.9 Expat Logistics may, if appropriate, pass our customers contact name, telephone number or email address to our partners. Expat Logistics will make sure the customer is aware of any intention to do so and provides no objection
- 3.10 Expat Logistics will at times, use third party sources and documentation. At no time is it intended to mislead or misrepresent this information or claim ownership of any said documentation.
- 3.11 Where possible, the source of any information will be clearly displayed.
- 3.11.1 Customs documents and country information will be considered the property and responsibility of the country to which they relate.
- 3.11.2 Whilst all care is taken to ensure the latest information is provided, it is the customers responsibility to confirm that the most up to date publications are used
- 3.11.3 Any document, in which it is clearly apparent who the source is, will be considered the responsibility of the Organisation that produced the document
- 3.12 Expat Logistics will not disclose personal or commercial information to any third party without the written permission of all parties involved unless:
- 3.12.1 A court order or legal request is made through the proper and appropriate authorities
- 3.12.2 Civil or legal action is being taken
- 3.12.3 The information is being passed for the purpose of debt recovery

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3.13 In the event information is passed under 3.12, Expat Logistics accept no responsibility for the use or disclosure of any private or commercially sensitive information

3.14 On occasion, Expat Logistics may make certain information available for third parties and / or organisations

3.14.1 At no time will information pertaining to the specific business of a corporate client, i.e. invoices etc. or any personal or corporate contact information be made public or linked with information being provided

3.15 The views of our employees, agents and suppliers may not reflect the views of EPL. Should you be unsure, please contact us for clarification

4 Assessments, Quotes & Service Acceptance

4.1 Basis for assessment;

4.1.1 All assessments are based on items seen at the time of our visit or provided verbally or in writing by the owner

4.1.2 Items identified as not seen have been included based on the owners description

4.1.3 For the purpose of assessment, items have been classed as fitting our standard cartons and / or listed as oversized items. This may mean that although items are already packed or being shipped in different sized packages, the items are approximately the same size / volume for the purpose of clear and concise estimation

4.2 Accuracy of assessment;

4.2.1 Customer provided information;

4.2.1.1 Assessments will be based on information as provided by customers and the accuracy of such information will be taken as correct.

4.2.1.2 It is the responsibility of the owner to provide true and accurate information

4.2.2 Customer visits and surveys

4.2.2.1 Based on a visual inspection of personal effects and household goods.

4.2.2.2 Once completed the information will be sent to the owner for their confirmation of accuracy.

4.2.2.3 It is the owner's responsibility to ensure the assessment is a fair representation of the items to be shipped.

4.2.2.4 Including, but not limited to:

4.2.2.4.1 A fair estimation on the size of oversized furniture and personal items (measurements)

4.2.2.4.2 To ensure all items to be shipped have been declared

4.2.2.4.3 packing of personal effects, inclusive of packing materials

4.2.2.4.4 To advise at the earliest possible time of any concern or discrepancy over the accuracy of any assessment

4.3 Basis for estimate;

4.3.1 Based on an assessment, at the top right corner of page 1, you will see two figures. This will be the basis for your quote;

4.3.1.1 Volume weight – The basis for all airfreight

4.3.1.2 CBM – Cubic Meters, the basis for sea freight

4.3.2 Based on customer information, we will arrive at an agreed size of shipment to form the basis of your quote

4.3.3 Unless otherwise stated, all personal effects shipments will be based on volume / CBM for your quotation.

4.3.4 NOTE: If you believe your shipment will be heavier than the volume, please alert us at the earliest opportunity. This would usually be the case of a small shipment with heavy furniture or a large number of books / documents / heavy ornaments

4.4 Your quote:

4.4.1 Once the size of shipment has been estimated, we will provide you with a quote for your shipment. Whilst we will try to get the quote to you within 3 working days, there may be delays due to the difference in weekends and also the type of service you require. Standard deliveries are usually quick and easy whereas full service door to door may take longer. Some countries also take some time to put rates together due to variables that are required for each shipment

4.4.2 The quote will be received in two possible ways

4.4.2.1 Full quote for the service your require

4.4.2.1.1 Destination listed as either port of entry or address if delivery to door as advised by the customer

4.4.2.2 2 x Quotations

4.4.2.2.1 Collection and shipping charges up to point of arrival

4.4.2.2.2 Clearance and delivery charges

4.4.3 Whilst all care is taken in preparing your quote;

4.4.3.1 Please take your time to check the quote and ensure it all appears to be in order.

4.4.3.1.1 The quote will clearly state the service provided, i.e. Full service or excluding destination services.

4.4.3.1.2 On very rare occasions, human error may happen. If you see something that doesn't appear correct, please check with us.

4.4.3.1.3 Airfreight quotes are usually listed as a per kilo rate so the chargeable unit would be multiplied by the chargeable weight

4.4.3.1.4 Please confirm that the point of entry is correctly listed (the name of the airport or sea port), or your delivery address is correct

4.4.4 All quotes are an estimation of charges. Expat Logistics are not liable for the accuracy of any quote provided to the customer.

4.4.4.1 Final charges will be as per the declared chargeable weight once shipments are packed and received in our warehouse

4.4.4.2 The declared weight will be as shown on any official shipping documents, either BOL or MAWB

4.4.4.3 If disputed, the final charges will be as given by the airline, in the event of airfreight

4.5 Rates and charges;

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- 4.5.1 Quotes are valid for 30 days unless otherwise stated with the exception of:
 - 4.5.1.1 Fuel and BAF charges are subject to change with or without notice in line with global tariff's
 - 4.5.1.2 Additional services may be required to fulfil a shipment and charged as required
 - 4.5.1.3 Pre-packed shipments may require additional packing and / or consolidation of packages
 - 4.5.1.4 Foreseeable charges will be included in your quote but please note all shipments may be subject to:
 - 4.5.1.4.1 Additional security screening
 - 4.5.1.4.2 Additional customs charges
 - 4.5.1.4.3 Airport or sea port charges
 - 4.5.1.4.4 Removal and return / disposal of un-permitted items
 - 4.5.1.5 Where possible, any known random services will be advised prior to shipping so they are not unexpected if applied

4.6 Chargeable weight (Air freight)

- 4.6.1 Actual Weight - The physical weight of a shipment declared in kilogrammes
- 4.6.2 Volume Weight - The weight based on the size of a shipment declared in kilogrammes
 - 4.6.2.1 This is obtained by taking the dimensions of a carton in centimetres, multiplying them together and dividing by 6000.
- 4.6.3 Chargeable Weight - The heaviest total weight (either actual or volume) as declared on the master shipping paperwork. This is based on the total across the shipment and not individually.

4.7 Acceptance of shipping services

- 4.7.1 Expat Logistics will start the process of your shipment on acceptance of our services. For the acceptance to be confirmed, we will require the following:
 - 4.7.1.1 Email or telephone call confirming acceptance and preferred service date
 - 4.7.1.1.1 Expat logistics will confirm availability and provisionally book your shipment for the proposed date
 - 4.7.1.2 Once the date is agreed in principle, a completed service acceptance letter must be completed, signed at the earliest opportunity and sent to Expat Logistics
 - 4.7.1.2.1 Shipment will not proceed until the SIGNED document has been returned
 - 4.7.1.2.2 Manually or Electronically signed documents are acceptable
 - 4.7.1.2.3 In the event sending a signed acceptance letter is not possible, an email or postal confirmation will be accepted as confirmation that the terms and conditions have been read and accepted, even if not stated in the correspondence
 - 4.7.1.3 Booking will be confirmed in writing to the Customer from Expat Logistics
 - 4.7.1.3.1 In the event of corporate relocations and payment, costs and acceptance must be given between authorised company representative and Expat Logistics

5 Packing Materials and Service

- 5.1 Expat Logistics and our agent will provide packing materials as required or requested for the relocation or shipping of goods and PE / HHG's
- 5.2 Unless otherwise stated, standard packing materials will include standard shipping cartons and suitable padding materials
- 5.3 Items such as crates or specialist packing will be listed separately and it is the owner / customers responsibility to ensure the any specialist packing materials have been included
- 5.4 Whilst Expat Logistics aim to provide the best possible materials we are not responsible for the integrity of packing materials supplied
- 5.5 Expat Logistics are not responsible for damage caused through defective packing and / or mishandling of any packages whilst in transit
- 5.6 All sea freight shipments and airfreight over 500kg will receive 1 free delivery of packing materials
- 5.7 Shipments under 500kg and additional deliveries (as per 5.6) will be charged as per our current tariff or as per price on request

6 Shipping Documents

- 6.1 Expat Logistics accept no responsibility for the accuracy of any documents provided
- 6.2 Missing or incorrect documents are the largest reason for delays and additional charges, Expat Logistics accept no financial liability over the content, format or validity of information and documents provided
- 6.3 The owner must provide full and correct contact details at both origin and destination
- 6.4 The owner must provide all documents as requested at the time of shipment acceptance
- 6.5 It is the owners / customers responsibility:
 - 6.5.1 to check any documents provided or required are the most up to date version
 - 6.5.2 to ensure documents are correctly completed and provided at or prior to shipping
 - 6.5.3 to ensure import licences / approvals are in place for shipments that require such documents
 - 6.5.4 to accept responsibility for any information provided, allowing Expat Logistics to complete or compile information
- 6.6 Personal Air Freight Shipments – The owner must provide:
 - 6.6.1 Passport copy
 - 6.6.2 Packing List
 - 6.6.3 Acceptance form
 - 6.6.4 Insurance application (if required)
 - 6.6.5 Documents as required at destination
- 6.7 Personal Sea Freight Shipments – The owner must provide

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- 6.7.1 Passport Copy
- 6.7.2 Packing List
- 6.7.3 Acceptance form
- 6.7.4 Insurance application (if required)
- 6.7.5 Export authorisation letters
- 6.7.6 Ministry of Justice Letter (if required)
- 6.7.7 Documents as required at destination

6.8 Please also see section 7 through 11 for specific details of documents required for specialist shipments

7 Household and Personal Relocation

- 7.1 Our service teams are not responsible for the dismantling of furniture or the disconnection of electrical or plumbed goods unless previously agreed.
- 7.2 We will not be responsible for any household goods that are not working when re-connected or assembled including the loss of any fittings for disassembled items
- 7.3 Please ensure that clothing in particular is clean and dry to avoid rotting and damage to goods packed with them or in packaging in close proximity as we will not accept liability for damage to any items through mould or mildew including items that have come into contact with such goods.
- 7.4 Should you require storage please ensure that all items are clean and all packaging is well labelled in case you require something for the consignment at a later date urgently
- 7.5 It cannot be guaranteed that access will be made readily available to items held in storage
- 7.6 DISPOSAL OF GOODS AND HHG / PERSONAL EFFECTS – Due to various regulations certain items can only be transported by specific methods of transport. Please check before you pack otherwise charges may be added for the following:
 - 7.6.1 Labour to remove illegal or unsafe cargo
 - 7.6.2 Re-packing and materials
 - 7.6.3 Transport costs should the goods have to be recollected from an Airline or Seaport.
 - 7.6.4 Re-delivery costs once the goods have been removed
 - 7.6.5 The disposal or return of your belongings
- 7.7 Should you not reply or request return of your belongings to an address within 7 days of notification then the goods will be disposed of without liability and should this involve a cost, this will be passed to the customer with 15% administration fee
- 7.8 The Customer may collect with authorisation or have the items returned with charges payable by the Customer
- 7.9 PROHIBITED GOODS – SHOULD ANYTHING BE FOUND THAT IS ILLEGAL IN THE COUNTRY OF ORIGIN, TRANSIT COUNTRIES OR COUNTRY OF DESTINATION THEN THE CUSTOMER WILL BE REPORTED TO THE RELEVANT AUTHORITIES AND ANY COSTS INCURRED PASSED TO THE CUSTOMER
 - 7.9.1 The customer as declared is responsible for the contents of the shipment. Any items found to be illegal or against the laws of any country the shipment may be travelling from, through or to, may be removed and returned, destroyed or passed to the relevant authorities for further action, with associated charges passed to the customer.
 - 7.9.2 Ex-Pat Logistics and its partners are not responsible for the contents of the shipment and accept no responsibility for the contents or handling, disposal / return of items removed from this shipment
- 7.10 Should the property be excessively dirty and cleaning services required prior to packing, then these will be charged plus a 15% administration fee. Waiting time or a return visit will also be charged.
- 7.11 It is the customers responsibility to declare any items which may be subject to duty or tax in any country they shipment may be traveling to or from

8 Commercial Freight

- 8.1 Expat Logistics accept no responsibility in discrepancies over quantities of goods shipped.
- 8.2 It is not the responsibility of Expat Logistics or their agent(s) to ensure the product(s) are those ordered or meeting specifications requested of the supplier
- 8.3 All goods must be labelled in accordance with the relevant import laws and regulations
- 8.4 Sea freight MUST be palletised – Fines are imposed on shipments not received correctly
- 8.5 It is the consignor's responsibility to provide the required documents for the export of goods
 - 8.5.1 Required documents
 - 8.5.1.1 Certified Invoice (chamber of commerce)
 - 8.5.1.2 Certificate of Origin (chamber of commerce)
 - 8.5.1.3 SASO Certification
 - 8.5.1.3.1 In the event we have to provide the documents, these will be charged accordingly
- 8.6 It is the consignee's responsibility to have the relevant:
 - 8.6.1 Licences to import the product
 - 8.6.2 Commercial licence to import the product
 - 8.6.3 Customs authorisations
 - 8.6.4 Certified Invoice (chamber of commerce)
 - 8.6.5 Certificate of Origin
 - 8.6.6 CITC approval
 - 8.6.7 Ministerial approvals
 - 8.6.8 Ensure the product meets entry requirements

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8.7 In the event shipments are delayed due to document or product issues, Expat Logistics accept no responsibility for delay or financial loss

8.8 Expat Logistics will charge accordingly for all remedial services to recover or rectify issues

9 Specialist Handling

9.1 Pets in Transit – Please see section 10

9.2 Motor Vehicles – Please see section 11

9.3 Dangerous Goods (source: <http://the-ncec.com/free-online-hazmat-hazchem-guide>)

9.3.1 **Class 1** Explosive substance or article

9.3.2 **Class 2** Gases

9.3.3 **Class 3** Flammable liquids

9.3.4 **Class 4.1** Flammable solids, self-reactive and desensitised explosive

9.3.5 **Class 4.2** Substances liable to spontaneously combust

9.3.6 **Class 4.3** Substances which, in contact with water emit flammable gases

9.3.7 **Class 5.1** Oxidizing substances

9.3.8 **Class 5.2** Oxidizing peroxides

9.3.9 **Class 6.1** Toxic substances

9.3.10 **Class 6.2** Infectious substances

9.3.11 **Class 7** Radioactive material

9.3.12 **Class 8** Corrosive substances

9.3.13 **Class 9** Miscellaneous dangerous substances and articles

9.3.14 Any shipment classed as dangerous goods must be declared prior to collection

9.3.15 Goods being shipped as DG must be packed in the correct packaging and supplied with the relevant shipping documents

9.3.16 Goods received without the correct packing and / or documents will be held until approval is given to re-pack or process paperwork

9.3.17 Goods received as general cargo, found to contain DG will be held until resolutions are made

9.3.18 It is the responsibility of the owner or customer to ensure the shipment is not Dangerous Goods

9.4 Oversize & heavy goods

9.4.1 Different modes of shipping have different restrictions so please check on your required method of shipping

9.4.2 It is important to ensure you let us know of any difficult or heavy items prior to shipping

9.4.3 Access restrictions should be considered prior to shipping

9.4.4 Expat Logistics are not responsible for resolving any issue on arrival or delivery without prior notice

9.4.5 Expat Logistics are not responsible for any financial loss or damage

9.4.6 Expat Logistics are not responsible for providing specialist equipment for the collection or delivery of oversize or heavy items unless agreed prior to service

9.5 Perishable Shipments

9.5.1 It is the owners responsibility to ensure that all shipments meet the requirements for import and export

9.5.2 It is the owners responsibility to obtain the relevant licences and approvals for the import of shipments

9.5.3 All documents and approval must be provided by the consignor and consignee and include but not limited to:

9.5.3.1 Health Certificate

9.5.3.2 Certified Invoice

9.5.3.3 Certificate of Origin

9.5.3.4 SFDA Approval

9.5.3.5 Customs Approval

9.5.3.6 Customs Authority

9.5.3.7 Radiation certificate (if required)

9.5.3.8 Laboratory Certificate (if required)

10 Pets In Transit (AVI or LAT)

10.1 Due to the liability on the cargo agent to ensure that pets are handled with care, the customer will be required to take the pet in their traveling case to the cargo agent for inspection PRIOR to shipping (unless agreed in advance). Should you not be able to take them, we can arrange a home visit or collect them for inspection and this may be subject to additional handling charges.

10.2 It is requested that owners provide a photo of their pet(s) in front of or next to the carrier.

10.3 The customer is responsible for the container size, that it meets the IATA requirement and is in good condition.

10.3.1 Please note if it is deemed the carrier is too small, the owner will be liable for any fine or rectifying charges

10.3.2 Copies of the IATA requirements will be provided on request.

10.4 We will assist with the completion of export and import documentation for pets in transit.

10.5 We accept no responsibility for human error or omissions

10.6 The owner is responsible for the accuracy and honesty of all documentation provide and we accept no responsibility for misleading or false information provided.

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- 10.7 Original documents or suitable replacements must be provided at the time of shipping and any discrepancies may result in additional costs through delay, cancellation or amendment to the shipment.
- 10.8 There are restrictions on certain breeds with some airlines that, without notice, reserve the right to refuse any pet prior to departure.
- 10.8.1 This may mean we are not able to book a direct or the shortest transit flight for your pet. Some aircraft are simply not suitable for pet transit and therefore an alternative route will be required. Should an airline no longer be available on the pre-advised route due to change of aircraft or notice of a restricted breed, then any additional transit fees may be payable by the customer.
- 10.9 Once our service has been confirmed, should you cancel at any point you will be subject to incurred charges.
- 10.9.1 These include but not limited to:
- 10.9.1.1 Documents that have been applied for
- 10.9.1.2 Collection fee and airline cancellation fees if the booking is already made
- 10.9.1.3 Cancelled charge as per our local tariffs
- 10.10 We are not responsible for putting your pets into the cages and they should be ready for transport prior to collection or delivered to our warehouse.
- 10.11 Should a pet be aggravated, upset, unwell or distressed then the collection agent, cargo manager or airline has the right to refuse travel and cancellation charges will be applied as per section 10.9.1.
- 10.12 Shipping licences (Import and Export) have a limited validity. Should a licence expire before the pet(s) has been transported, the customer will be responsible to the cost of a new licence and any associated handling
- 10.12.1 Export Licences – Usually valid for 7 days
- 10.12.2 Import Licences – Usually valid for 30 days
- 10.13 Ex-Pat Logistics, its agents or the airline are not responsible for any additional charges incurred due to cancellation or refusal. This includes but is not limited to;
- 10.13.1 Re-submission of documentation
- 10.13.2 Cancellation charges
- 10.13.3 Re-booking Fees
- 10.13.4 Replacement licences
- 10.13.5 Non-refundable destination charges
- 10.13.6 Damaged or undersized carriers
- 10.13.7 Booking fees or kennel fees.
- 10.14 Customer Liability:
- 10.14.1 By agreeing to our services you have accepted the terms and conditions of Ex-Pat Logistics Limited in particular section 10.
- 10.14.2 Should a member of staff for Ex-Pat Logistics, agents, partners or the airline be bitten, scratched or attacked by a pet and then the customer will be held responsible for any medical fees and / or compensation.
- 10.14.3 Depending on the severity the customer may be subject to legal action.
- 10.14.4 Local authorities may be involved should a pet become aggressive. We accept no liability for costs or outcome of any action
- 10.14.5 Please note that some countries will not accept pets if they are sedated. If they arrive sedated then you may be subject to additional charges by your clearance agent or the quarantine facility at the airport of arrival or airport of transshipment.
- 10.15 MORTALITY - Unfortunately should a pet pass away whilst in transit, Ex-Pat Logistics, its agents or the airline will not be held liable and the charges are non-refundable
- 10.16 **Transport Liability:** Expat Logistics may arrange transport for pets with or without the owner. This service may be provided via a third party private hire (licenced to carry passengers) in the event the owner is travelling with the pet(s). Whilst the drivers are known to us and are reliable for pet travel, the driving conditions in Saudi Arabia and insurance requirements can be very limited for such companies and outside of the control of Expat Logistics. As such, Expat Logistics accept no liability whatsoever for injury or mortality for both pets and owners whilst travelling. It is the owner's responsibility to confirm they have suitable travel insurance to cover any eventuality.
- 11 MOTOR VEHICLE – Whilst listed as motor vehicles, this will relate to any wheeled vehicle:**
- 11.1 Including by not limited to:
- 11.1.1 Cars
- 11.1.2 Trucks
- 11.1.3 Motor bikes
- 11.1.4 Recreational vehicles (Including but not limited to)
- 11.1.4.1 Off road bikes
- 11.1.4.2 Quad / Trike ATV's
- 11.1.4.3 Golf buggies
- 11.1.4.4 Dune buggies
- 11.1.5 Trailers (including towed trailers for cars / recreational vehicles)
- 11.2 Road going, registered vehicles
- 11.2.1 It is the owners responsibility to arrange de-registration of any vehicles (letter from transport police)
- 11.2.2 It is the owners responsibility to prepare the vehicle for shipping
- 11.2.3 It is the owners responsibility to make provision for the transport to an agreed location for the handover of vehicle

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11.3 In the event of non-registered recreational vehicles;

11.3.1 Owner must obtain a copy of the BAYAN (customs declaration) from the import of the vehicle

11.3.1.1 Request from customs if imported by the owner (if you no longer have the original)

11.3.1.2 Request from dealer if purchased in Saudi Arabia

11.3.2 Letter from traffic police stating the vehicle has never been register in Saudi Arabia (replacement for the export licence for registered vehicles)

11.3.3 It is the owners responsibility to make provision for the transport to an agreed location for handover of vehicle

11.4 Export Charges:

11.4.1 Whilst all care is taken to show all foreseeable charges at the time of quoting, motor vehicles are often delayed on export, this may result in additional charges payable by the OWNER including but not limited to:

11.4.1.1 Custom fees

11.4.1.2 Container demurrage

11.4.1.3 Port demurrage

11.4.1.4 Document charges

11.4.1.5 Agent fees

11.4.1.6 Courier charges

11.4.1.7 Cancellation / transport charges (if rejected by customs)

11.5 Vehicle requirements at destination;

11.5.1 Every country has their own requirements for the entry of MOTOR VEHICLES as listed (section E.I) as listed above

11.5.2 Expat Logistics, where possible, will advise on requirements for entry

11.5.3 It is the OWNERS responsibility to confirm directly with the relevant destination countries organisation / customs the requirements for entry and obtain (where necessary):

11.5.3.1 Import approval

11.5.3.2 Import Licences

11.5.4 Expat Logistics accept no liability for costs associated with the delayed or unsuccessful importation of MOTOR VEHICLES including but not limited to:

11.5.4.1 Remedial action

11.5.4.2 Agent charges

11.5.4.3 Storage / demurrage

11.5.4.4 Registration charges

11.5.4.5 Financial Losses

11.5.4.6 Carriage outside of the agreed service level

11.5.4.7 Destruction / quarantine

11.5.5 Documentation / courier charges

12 Storage

13 Distribution Services

14 Insurance

15 Financial

15.1 Payment for services can be received by the following methods;

15.1.1 Bank Transfer in GBP / SAR / USD / EURO

15.1.2 Cash Payment (Where possible)

15.2 Good(s) will not be released (or dispatched) until payment is received in full for services including any additional charges incurred for late payment

15.3 Late payment may lead to delays in the release of goods and are the major cause of penalties imposed on freight costs.

15.4 Credit Terms

15.4.1 Credit terms will only be provided when agreed in advance in writing or shipments covered under contract

15.4.2 At the discretion of Expat Logistics at the time of shipping in the event of live animals, perishable or priority shipments

15.4.3 Under section 15.4.2, the length of credit will be determined by EPL before penalty clauses are instigated

15.5 Recovery of monies outstanding

15.5.1 Should payment not be received within a reasonable period of time legal action will be taken against the customer to recover the costs

15.6 In the event Expat Logistics provide credit to an individual or company without prior terms (as per 15.4.2), the reasonable time for payment is:

15.6.1 Within 7 days of invoice date

15.6.2 Or as agreed by Expat Logistics in writing

15.7 Delayed payment;

15.7.1 For freight services:

15.7.2 Interest will be applied at 5% of the outstanding balance per month or part thereof, starting 8 days after payment deadline.

15.8 For customs duties, fines, official fees, etc. (classed as official receipts):

15.8.1 15% advancement fees

15.8.2 5% per month or part thereof, starting 8 days after payment deadline

15.9 Payment recovery:

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- 15.9.1 In the event an individual or company exceeds their credit terms by 30 days or more, with discretion, Expat Logistics will adopt the following procedure
- 15.9.2 A fee of 25% will be automatically added to the outstanding balance
- 15.9.3 All legal costs incurred by us will be met by the customer
- 15.9.4 Any fees still being charged on a held shipment will be added on a per week basis at the 7 x daily rate plus 25% payable per week or part thereof
- 15.9.5 Should the costs exceed 60% of the value of the shipment, ownership of the goods will be sought and sold to cover the costs incurred.
- 15.9.6 Should the value not be recoverable by the sale of goods then the Customer will be held responsible for the outstanding balance.
- 15.9.7 Any goods sold will be sold as seen without reserve. Ex-Pat Logistics Limited will not accept liability for goods sold at less than market or perceived value
- 15.9.8 The total recoverable value will be the outstanding balance plus 25% with any legal and sale charges incurred
- 15.9.9 Any money in excess of the outstanding balance received will be returned to the Customer less any transfer / banking or exchange fees applied.
- 15.10 Refunds
 - 15.10.1 Cancellation by customer
 - 15.10.1.1 Refund of value less any incurred charges at the value of the sum received less 5% with all transfer charges to the payee
 - 15.10.2 Overcharges
 - 15.10.3 The difference will be refunded to the payee as agreed with all charges UPTO but not including the receivers bank charges
- 15.11 Credit Card Payments;
 - 15.11.1 Credit card payments are only acceptable in British Stirling (GBP) or US Dollar (USD)
 - 15.11.2 Quotes or invoices issued in other currencies are subject to exchange rates at the rate of exchange, as advised by Expat Logistics at the time of payment.
 - 15.11.3 SAR - USD fixed exchange rate of 1.00 USD to 3.70 SAR
 - 15.11.4 Quotes or invoices, if issued without credit card surcharges may be subject to the costs as listed below at time of payment confirmation
 - 15.11.5 Surcharges
 - 15.11.5.1 Please visit <http://www.expatlogistics.com/creditcardpayments.html> for current charges at time of payment
 - 15.11.6 Refunds
 - 15.11.6.1 Cancellation by customer will be subject to a refund charge of GBP 10.00 or USD Equivalent less any charges already incurred
 - 15.11.6.2 Refund at the request of Expat Logistics for over-payment etc. will not be subject to any charges on our behalf
- 15.12 Financial Disputes (please see Section 19.8)**
- 16 ION Services – Not yet implemented**
- 17 Agency Agreements – Subject to contract**
- 18 Exclusions – No exclusions to these T&C's will be considered unless agreed in writing by EPL prior to commencement of services**
- 19 Disputes**
 - 19.1 Complaints Procedure
 - 19.2 Should you have an issue with any part of the service then please contact us directly to resolve the issue.
 - 19.3 Using the contact form with your reference / quote number, please identify where the issue happened
 - 19.3.1 Who was involved
 - 19.3.2 Agent name
 - 19.3.3 Date
 - 19.3.4 Time
 - 19.3.5 What happened
 - 19.3.6 What needs to be done to resolve the issue to your satisfaction
 - 19.4 We will respond within 1 working day to confirm receipt and where possible answer the questions / resolve the issue immediately, failing resolution within this time, we will advise a time frame and our actions to resolve the issue
 - 19.5 In the event of a third part issue;
 - 19.5.1 We will confirm your issue within 1 working day with our course of action
 - 19.5.2 We will contact the agent in question and pass the issue to their complaints department / management to try and resolve the issue as quickly as possible
 - 19.5.3 We will speak to and get a written reply from the agent / group as quickly as possible
 - 19.5.4 We will try to resolve the issue to the best of our ability
 - 19.6 Should there be any reasonable explanation including coverage of the companies T&C's then we will notify you of this in the reply
 - 19.7 Whilst all complaints are taken seriously, consideration must be given to all parties involved and their responsibility for the incident or complaint
 - 19.7.1 Times are given as approximate due to traffic conditions and other mitigating circumstances
 - 19.7.2 Air Freight - Arrival times are subject to change due to aircraft capacity and flight schedules
 - 19.7.3 Sea freight – Arrival times are subject to weather conditions and port availability / handling loads

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- 19.7.4 Road freight – Arrival times are subject to traffic and weather conditions and the knock on effect these can have
19.7.5 Every care is taken to ensure that property and personal effects are not damaged whilst collecting, packing, loading, unloading or unpacking but the customer must take reasonable precautions to avoid damage to upholstery, carpets and floorings, wall decorations and fittings and any other items liable to marking, scratching or damage in or around the property that you are moving in to or out off

19.8 Financial Disputes

19.8.1 In the event any financial disagreement which cannot be settled amicably between EPL and the customer, Expat Logistics will only be liable up to the following values

19.8.1.1 The total value received from the customer after the following;

- 19.8.1.1.1 Any bank charges incurred
19.8.1.1.2 Any financial outlays, supported by supplier invoice and / or receipts
19.8.1.1.3 Any non-refundable charges applied to the service requested

20 Third Party Services

20.1 **Transport Liability:** Expat Logistics may arrange transport for pets with or without the owner. This service may be provided via a third party private hire (licenced to carry passengers) in the event the owner is travelling with the pet(s). Whilst the drivers are known to us and are reliable for pet travel, the driving conditions in Saudi Arabia and insurance requirements can be very limited for such companies and outside of the control of Expat Logistics. As such, Expat Logistics accept no liability whatsoever for injury or mortality for both pets and owners whilst travelling. It is the owner's responsibility to confirm they have suitable travel insurance to cover any eventuality.

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40 Amendments

| DATE | SECTION | ORIGINAL | AMENDMENT |
|------------|-----------|----------------------|---|
| 01/01/2015 | All | Re-issue | Full re-issue of Terms and conditions |
| 01/03/2015 | 15.11 | | Addition of credit card acceptance |
| 01/04/2015 | 15.11.1.5 | Removed listed rates | Added – please visit our website for current rates |
| 30/08/2015 | 10.16 | Addition | Liability for transport of pets and owners |
| 30/08/2015 | 20 | Addition | Third Party Clauses |
| 30/08/2015 | 20.1 | Addition | Introduction of liability for transport arranged by Expat Logistics |