

Ex-Pat Logistics

Logistics Consultants

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Terms and Conditions

- 1 By engaging the services of Ex-Pat Logistics or agents acting on our behalf, you are agreeing to the terms as stated below.
- 2 Failure to adhere to the terms & conditions may result in shipments being delayed or returned with all costs payable by the customer.
- 3 Our Payment terms & conditions constitute part of our full terms and conditions.
 - 3.1 Payment for the following must be received prior to commencement of the service:
 - Local carrier / courier fees
 - Packing materials, labour and delivery charges if applicable
 - Local collection and handling charges
 - Departure Airport or Sea Port charges
 - All sea freight charges to Port of Destination (POD)
 - Letter of credit fees and administration charges (where applicable)
 - 3.2 Chamber of Commerce fees (where applicable)
 - 3.3 Part Sea Container (LCL Shipments) and Air freight charges may be deferred until after collection by our service providers to ensure that the correct fees are charged subject to weights and dimensions. However as standard, a minimum fee will be charged with the above costs.
 - 3.4 Payment for the following must be received any time prior to arrival at POD.
 - Airport or Seaport fees
 - Customs Clearance charges
 - Delivery order fee
 - Delivery charges
 - Un-packing / removal of debris
 - Documentation fees
 - Chamber of Commerce authorisation (where applicable)
 - Customs inspection's
 - Any other agreed service
 - 3.5 Payment for the following must be received prior to the release of goods:
 - Any customs duties
 - Official POD receipts
 - Any other charges
 - 3.6 Excess delivery charges including waiting time, parking charges or specialist handling not pre-advised should be paid in agreement with the clearance agent or delivery provider at the time of delivery. The customer is also responsible for arranging access and is liable to any parking fines received by the service provider.
 - 3.7 Whilst all care is taken to ensure that shipments are processed as quickly as possible, Ex-Pat Logistics cannot be held responsible for any additional charges incurred even after invoice. Port Demurrage, storage, container demurrage, transport & freight costs or any bank charges / transaction fees incurred, inclusive of any administration fees, will be passed to customers and must be paid prior to the release of goods.
 - 3.8 Payment may be made by British Pounds Sterling, US Dollars, EURO's and/or Saudi Riyals. These rates are subject to the exchange rates as provided by Ex-Pat Logistics. All quoted exchange rates are subject to change without notification. Failure to ensure the correct exchange rate is used in any transaction may result in the holding of shipments until any shortfall is recovered. Payment in other currencies may incur bank charges and transaction fees.
 - 3.9 Any transfer fees or charges are payable by the customer.
 - 3.10 All quotes provided are valid for 28 days or as stated, however prices are subject to change without notice. Packing and shipping quotes supplied without a survey are subject to amendment once the goods are collected or the packing team arrive on site. This may be due to incorrect information supplied so please confirm your details and the quote once you receive it.
- 4 Ex-Pat Logistics Limited provide full logistics advice and support for all services from packing, collection, transportation, freight (Land, Sea or Air), documentation advice, Customs information, unpacking and removal of debris globally.
- 5 Ex-Pat Logistics Limited work with various global agents and service providers. Whilst every care is taken to ensure that all service providers conform to the high standards expected, the individual service provider will be responsible for their particular area of service

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- 6 All communication will be through Ex-Pat Logistics Limited. Various service providers will contact you should the service require it. To ensure that Port of Arrival services are completed quickly and with the minimum of fuss and cost, the customer will be advised of the agent clearing the goods and the onward delivery / unpacking service provider.
- 7 The customer has free choice of import or Export agent (subject to the type of shipment). Should the customer take this option then Ex-Pat Logistics Limited releases all responsibility over the goods at the POA with the release of the AWB or B/L.
- 8 Should the Customer request an alternate agent after the documents are raised, this will be subject to collect fees from the original agent stated on the original documents.
- 9 Unless otherwise stated, all original documents will be forwarded to the relevant import clearance agent with a copy forwarded by email.
- 10 Insurance is not included on any shipment or service provided unless stated or requested at the time of shipping. Please consider the following:
 - 10.1 Household insurance does cover certain items but must be thoroughly checked prior to shipping
 - 10.2 Freight agents basic cover may be as little a GBP1.00 or equivalent per kilo should it be included
 - 10.3 Insurance can be sought from various local insurance companies
 - 10.4 Quotes for insurance can be provided for some shipments subject to Country
 - 10.5 Please check the coverage and level of insurance that you are covered for as there are restrictions in some Countries.
- 11 The cost of shipments is based on the greater of:
 - 11.1 The actual weight of a shipment
 - 11.2 Or the volume weight of a shipment
- 12 Whilst every care is taken to ensure that all details are correct on the documentation we provide you, especially the quote, please ensure that all details are correct prior to submitting a service request. We cannot be responsible for any discrepancies once you have requested a service.
- 13 When providing a packing service the goods are expected to be clean, tidy and in a fit condition to be transported.
- 14 Our quotes are for standard, suitable packaging and materials unless otherwise stated in your quote. Should you feel the need to have crates or specialised packing materials, please state this at the time of survey or should this not be included on your quote please ensure you clarify the exact specifications that you require.
- 15 Our service teams are not responsible for the dismantling of furniture or the disconnection of electrical or plumbed goods unless previously agreed.
- 16 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
- 17 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
- 18 Should you require storage please ensure that all items are clean and all packaging is well labelled encase you require something for the consignment at a later date urgently.
- 19 It cannot be guaranteed that access will be made readily available to items held in storage
- 20 **DISSPOSAL OF GOOD 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:
 - 20.1 Labour to remove illegal or unsafe cargo
 - 20.2 Re-packing and materials
 - 20.3 Transport costs should the goods have to be recollected from an Airline or Seaport.
 - 20.4 Re-delivery costs once the goods have been removed
 - 20.4.1 The disposal or return of your belongings
 - 20.4.2 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
 - 20.4.3 The Customer may collect with authorisation or have the items returned with charges payable by the Customer
- 21 **PROHIBATED GOODS - SHOULD ANYTHING BE FOUND THAT IS ILLEGAL IN THE COUNTRY OF ORIGIN OR DESTINATION THEN THE CUSTOMER WILL BE REPORTED TO THE RELEVANT AUTHORITIES AND ANY COSTS INCURRED PASSED TO THE CUSTOMER**
- 22 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.
- 23 **Pet Handling; This section relates to all shipments that involve pets or incidents involving pets in the course of our business**
 - 23.1 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.

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- Should you not be able to take them, we can make a home visit or collect them for inspection and this may be subject to additional handling charges.
- 23.2 The customer is responsible for the container size and condition. Copies of the IATA requirements will be provided on request.
- 23.3 There are restrictions on certain breeds and the airlines, without notice, reserve the right to refuse any pet prior to departure. This also means that we may not be 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.
- 23.4 Once our service has been confirmed, should you cancel at any point you will be subject to incurred charges. These include documents that have been applied for, collection fee and airline cancellation fees if the booking is already made, there will also be a 200.00 SAR handling charge.
- 23.5 Please note that we are not responsible for putting your pets into the cages and they should be ready for transport prior to our collection or delivered to our warehouse.
- 23.6 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 above.
- 23.7 Export licences are valid for 7 days however provided that the booking is made within that time it will usually be accepted after the expiry date. Whilst every care is taken to make a booking before the expiry of an export licence, we may on occasion have to resubmit for a new export licence. If this happens only the additional cost of the new export licence has to be paid and not an additional handling fee
- 23.8 Ex-Pat Logistics (Pet Handling) Liability:**
- 23.8.1 Ex-Pat Logistics, it's agents or the airline are not responsible for any additional charges incurred due to cancellation or refusal. This includes but is not limited to; re-submission of documentation, new licences, non-refundable destination charges, damage to cages, booking fees or kennel fees.
- 23.8.2 Please note that we are not responsible for putting your pets into the cages and they should be ready for transport prior to our collection or delivered to our warehouse.
- 23.8.3 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 above.
- 23.9 Customer (Pet Handling) Liability:**
- 23.9.1 By agreeing to our services you have accepted the terms and conditions of Ex-Pat Logistics Limited in particular the Pet Handling section.
- 23.9.2 Should a member of staff for Ex-Pat Logistics, it's agents or the airline be bitten, scratched or attacked by a pet, then the customer will be held responsible for any medical fees and / or compensation.
- 23.9.3 Depending on the severity you may also be subject to legal action.
- 23.10 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 transhipment.
- 23.11 Unfortunately should a pet pass away whilst in transit, Ex-Pat Logistics, it's agents or the airline will not be held liable and the charges are non-refundable.

Service levels:

- 24 All our agents and service providers have their own terms and conditions and should be considered in conjunction with Ex-Pat Logistics Limited's in relation to the services they are providing. Should you require, these can be provided.
- 25 All shipping times are advisory and are subject to change due to shipping schedules and weather conditions or flight cancellations.
- 26 POA's are subject to change due to conditions outside of our control. Any additional cost involved in relocating goods to the original POA is the responsibility of the customer.
- 27 All shipping terms given are those as listed by INCOTEMS 2000
- 28 Original documents will not be released until payment is received in full
- 29 Goods will not be released until payment is received in full
- 30 Late payment, missing documents and incorrect information may lead to delays in the release of goods and are the major cause of penalties imposed on freight costs.
- 31 Should payment not be received within a reasonable period of time legal action will be taken against the customer to recover the costs. In the event of legal action:
- 31.2 A fee of 25% will be automatically added to the outstanding balance
- 31.3 All legal costs incurred by Ex-Pat Logistics Limited will be met by the customer

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- 31.4 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
- 31.5 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.
- 31.6 Should the value not be recoverable by the sale of goods then the Customer will be held responsible for the outstanding balance.
- 31.7 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
- 31.8 The total recoverable value will be the outstanding balance plus 25% with any legal and sale charges incurred
- 31.9 Any money in excess of the outstanding balance received will be returned to the Customer less any transfer / banking or exchange fees applied.
- 32 Complaints Procedure
- 32.2 Should you have an issue with any part of the service then please contact us directly to resolve the issue.
- 32.3 Using the contact form with your reference / quote number, please identify where the issue happened
- Who was involved
 - Agent name
 - Date
 - Time
 - What happened
 - What needs to be done to resolve the issue to your satisfaction
- 32.4 We will confirm your issue within 48 hours with our course of action
- 32.5 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
- 32.6 We will speak to and get a written reply from the agent / group as quickly as possible
- 32.7 We will try to resolve the issue to the best of our ability
- 32.8 Should there be any reasonable explanation including coverage of the companies T&C's then we will notify you of this in the reply
- 32.8.1 Whilst all complaints are taken seriously, consideration must be given to all parties involved and their responsibility for the incident or complaint
 - 32.8.2 Times are given as approximate due to traffic conditions and other mitigating circumstances
 - 32.8.3 Air Freight - Arrival times are subject to change due to aircraft capacity and flight schedules
 - 32.8.4 Sea freight - Arrival times are subject to weather conditions and port availability / handling loads
 - 32.8.5 Road freight - Arrival times are subject to traffic and weather conditions and the knock on effect these can have
 - 32.8.6 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.

Definitions:

Payment received refers to cleared funds, cash or cleared bank cheque.

The term "customer" refers to a consignee, consignor or third party who engages Ex-Pat Logistics Limited for any services

POA - Port of Arrival

POD - Port of departure

Agent - Someone acting on behalf of Ex-Pat Logistics Limited

LCL - Less than Container Load (Sea Freight)

FCL - Full Container Load (Sea Freight)

TEU - Twenty foot Equivalent Unit

INCOTERMS - List of industry standard terms relating to shipping responsibility with a full list available at International Chamber of Commerce website: <http://www.iccwbo.org/incoterms/id3040/index.html>

B/L - Bill of Lading (Sea freight)

AWB - Air Waybill (Air Freight)

HHG - House Hold Goods

Service Provider - Any one providing a service on behalf of Ex-Pat Logistics Limited, including but not exclusively:

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- Removals companies
- Couriers
- Freight Forwarders
- Airline Agents
- Airlines
- Customs agents
- Shipping Agents
- Port Services
- Clearance Agents
- Cargo Services
- Road Haulage Companies
- Packing Suppliers
- Consultants
- Insurance Companies and Brokers

Insurance - In most countries, logistics companies are not allowed to quote insurance however we are able to either recommend reputable companies that cover freight insurance and / or offer quotes subject to the relevant countries laws.

Volume weight - The volume of a package or shipment can be ascertained by taking the measurements of a package in centimetres and multiplying them together then dividing by 6000 for airfreight and 4000 for sea freight. Please note that this gives only a rough guide to the volume weight in Kilograms.