



**Asia Shipping**

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# GENERAL TERMS AND CONDITIONS FOR INTERNATIONAL EXPRESS SHIPMENT SERVICE

T-0102020-COURIER\_TCG\_V03



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*CG.CR.CM 001 Rev.001*

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## GENERAL TERMS AND CONDITIONS FOR INTERNATIONAL EXPRESS SHIPMENT SERVICE

### 1. TERMS AND DEFINITIONS

- 1.1. **COURIER COMPANY**, is **ASIA SHIPPING TRANSPORTES INTERNACIONAIS LTDA and its branches**
- 1.2. **CONTRACTING COMPANY** Any individual or legal entity, exporter, importer or yet their attorneys, or any person can or is entitled with the right to possession of the goods or assets, who contracts ASIA SHIPPING to provide the typical logistics services for express international shipment.
- 1.3. **Courier airway bill**, a document issued by ASIA SHIPPING ITL TRANSPORT (SZ), China, which configures and constitutes the contracts for internal transport of express shipment cargo;
- 1.4. **CUSTOMERS CLEARANCE** A procedure by means of which the accuracy of the data stated by the importer or the exporter to the customers in relation to the goods, the presented documents and the specific legislation is checked.
- 1.5. **FORBIDDEN PRODUCTS** - Products forbidden by the legislation in force or by proper restriction applied by ASIA SHIPPING;
- 1.6. **COMPLAINT** - A process open by the **CONTRACTING PARTY** at **ASIA SHIPPING** requesting analysis of events, such as loss, damage or other correlated, seeking reimbursement, according to guidelines stated in item 11 of this document.
- 1.7. **INTERNATIONAL EXPRESS SHIPMENT**, the international air parcel transported under the express service conditions and door-to-door delivery, composed of documents or goods transported in one or more volumes under a courier airway bill;
- 1.8. **CLAIM** - Any damage, failure or loss of goods or assets;
- 1.9. **TRANSIT TIME** - Expected logistics period, not determining, just informative.

### 2. CONTRACTING PARTY'S RESPONSIBILITIES

Notwithstanding the other responsibilities provided in the legislation in force, the **CONTRACTING PARTY** is exclusively responsible for:

- 2.1. The entire process for the goods negotiation and sale, including, but not limited to, value, quantity, size, weight, brand, type, color, payment terms, currency, documents, among others.
- 2.2. Complete, correct and updated data of the seller and the buyer in order to avoid delays or non-localization of the sender and the recipient;
- 2.3. Payment of the goods, freight, insurance, taxes and all other expenses inherent and related to the express shipment operation;
- 2.4. Correct request, instructions and use of packaging to be used in the transport, conditioning method, identification and documentation;
- 2.5. Not to deliver illegal, forbidden or hazardous substances for transport;
- 2.6. To notify expressly and unequivocally any kind of treatment of the cargo necessary, including, but not limited to, condition, stacking limits and other equal characteristics;
- 2.7. Not to deliver controlled substances for transport without due authorization from the control bodies;
- 2.8. Keep the documents related to export or import safeguarded and in order.
- 2.9. To contract international insurance;
- 2.10. To inform any damages within 10 (ten) days from receipt of the parcel, under penalty to lose the right of claim;
- 2.11. To consent handling of personal data by **ASIA SHIPPING**;
- 2.12. To respond exclusively for the goods delivered for transport before the public administration.

### 3. RESPONSIBILITY OF ASIA SHIPPING

Notwithstanding the other responsibilities, **ASIA SHIPPING** is exclusively responsible for:

- 3.1. Disclose its services, conditions, restrictions and rates;
- 3.2. Keep the confidential information it has access to secret;
- 3.3. Keep an environment that enables the shipment tracking
- 3.4. Charge the logistics and tax amounts from the **CONTRACTING PARTY**;
- 3.5. Forward the international transport, administering the entire door-to-door logistics, including management of the pick-up, customs clearance, international transport and delivery stages;
- 3.6. In applicable cases, return the goods or dispose otherwise;
- 3.7. Respond for damages it has provenly caused, respecting the indemnity limit according to the Montreal convention (17 Special Drawing Rights per kilogram);
- 3.8. Keep the documents related to export or import express shipment safeguarded and in order;
- 3.9. Inform the customs authorities about any fact it is aware about, which infringes the taxation and the customs legislation by any means;
- 3.10. Handle the personal data it has access to
- 3.11. Comply with the delivery policy defined in item 10 of this document.

### 4. EXCLUDED RESPONSIBILITIES

ASIA SHIPPING does not undertake responsibility for:

- 4.1. Any delays in delivery or impossible delivery in case of omission, lack, error of registration data, such as name, full address, telephone number of the sender and/or recipient, etc.
- 4.2. Insufficient, improper conditioning of goods;
- 4.3. Due functioning, utility, feature or any other characteristics of the transported goods;

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- 4.4. Delays caused by strikes;
- 4.5. Any loss of goods caused by transport of goods, which are not in compliance with the legislation in force;
- 4.6. Cases of force majeure;

## 5. LIST OF FORBIDDEN PRODUCTS

In compliance with the legislation in force, we hereby inform that use of the express shipment modality is strictly forbidden for the items hereunder:

- (a) Products that require import license;
- (b) Products, import of which is forbidden according to the legislation in force;
- (c) Chemical products or products classified as hazardous;
- (d) goods controlled by the army or the Federal Police;
- (e) Narcotics, drugs and their diluents;
- (f) Weapons and munitions;
- (g) wild life animals;
- (h) wild life plants;
- (i) diamonds, precious or semi-precious metals and stones;
- (j) currency;
- (k) second hand or reconditioned goods;
- (l) Art works;
- (m) Beverages and Tobacco;
- (n) Human parts (and ashes);
- (o) Falsified products;
- (p) Asbestos;
- (q) Ivory;
- (r) Any product that violates moral and good customs;
- (s) Games and gambling material;
- (t) Any other product not allowed for air transport according the specific law.

Import by individuals of goods intended for resale or to be submitted to industrialization process is not allowed, except for import by rural producers, craftsmen, artists or similar, as provided in the specific law.

**ASIA SHIPPING** does not undertake responsibility for the content of the volumes/packages, in case any of these prohibitions are not complied with by the **CONTRACTING PARTY**, it shall respond before the public administration alone.

## 6. WEIGHT LIMITATION, INSPECTION AND REFUSAL

- 6.1. ASIA SHIPPING does not set limit of weight or size for the courier shipment; however, there might be specific limitation for weight and/or size according to the country of origin or destination of the cargo, leading to invasive inspection for purposes of customs inspection and cargo and transport safety.
- 6.2. Upon its criterion, ASIA SHIPPING may inspect the parcels presented to it for transport exclusively with the purpose to validate, assure the type of cargo, goods, any pre-existing damages and other events that justify such action.
- 6.3. Upon its criterion, ASIA SHIPPING may use its right to refuse cargoes and volumes with pre-existing signs of damages or which might be included in the list of hazardous and forbidden products, or for any other reason it deems justifiable;

## 7. RATES

- 7.1. ASIA SHIPPING will make spot quotations, this is, case by case, occasion when it will inform the **CONTRACTING PARTY** about all logistics amounts (international freight, pick-up, customs clearance, delivery costs, taxes and other related services). It may also publish such rates on its corporate site or work with a specific rate list by client.
- 7.2. In all cases, the **CONTRACTING PARTY** shall observe the proposed services and amounts and freely contract them, we cannot claim lack of knowledge in any situation, or claim any change after the service provision start.
- 7.3. For the ASIA SHIPPING rates that might be expressed in foreign currency, the company may use a different exchange rate from that published by the Central Bank, because it will consider the financial costs of the transaction.
- 7.4. Once the quotation is approved, **ASIA SHIPPING** will send the advance payment slip to the **CONTRACTING PARTY**, which shall make the payment for the operation to be started. Other forms of billing can be negotiated and agreed between the parties.
- 7.5. In case of change of weight, volume or value of the goods during the logistics operation, the amounts of the services will automatically be updated. For import to Brazil, the Brazilian Customs may review the value stated at first, which might lead to change in the tax amounts. In such case, the added amount will be charged from the **CONTRACTING PARTY**.

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## 8. TRACKING

8.1. Once the operation is started, the **CONTRACTING PARTY** may check and follow its order up at address: [www.asiashipping.com](http://www.asiashipping.com) Reminding that we always work with estimated deadlines, and there might be variations according to origin, route, place of destination, among others. Information can also be obtained by e-mail: [courier@br-asgroup.com](mailto:courier@br-asgroup.com)

## 9. CUSTOMS CLEARANCE, TAXATION & INSPECTION

9.1. **CUSTOMS CLEARANCE:** The **CONTRACTING PARTY** will tacitly assign **ASIA SHIPPING** to promote the customers clearance of its goods or assets; however, it will not be the recipient or the directed interested party, but a courier logistics company.

9.2. **TAXATION** Every country has its own taxation criteria, and they will be due by the sender in case the recipient does not pay.

9.3. **INSPECTION:** All goods submitted to customs clearance are subject to audit and inspection.

9.4. **IMPORT - COMMON REGIME:** In case in the import there are elements that de-characterize the express shipment conditions, the customs might characterize it as common import. In this case, the **CONTRACTING PARTY** will cover the cost for formal clearance before the customs.

9.5. **ASIA SHIPPING** does not undertake responsibility for the consequences from the de-characterization of the courier operation, including, but not limited to, the additional amounts for storage, customs fines, additional taxes, customers broker's fees and any other related fees and amounts.

## 10. DELIVERY POLICY

10.1. **ASIA SHIPPING** will consider the address stated on the instruction documents for delivery of the goods or the assets to the **CONTRACTING PARTY**.

10.2. In case delivery is not successful, it will contact the **CONTRACTING PARTY** via the registered telephone number to schedule the delivery.

10.3. In case the address is not identified or validated, and contact is not successful, it will enter the delivery with "not located" status and the parcel will return to the company's warehouse remaining there for 30 days, this might lead to additional storage costs, which will be transferred to the client.

10.4. Upon expiry of such period, the parcel may return to the seller or may be subject to disposal, whichever is more convenient for **ASIA SHIPPING**.

## 11. PROCEDURE FOR COMPLAINT OPENING AND INDEMNITY LIMITATION

Upon receipt of damaged goods or assets (crumpled, broken, wet), the **CONTRACTING PARTY** may request evaluation of the event to **ASIA SHIPPING** within 10 (ten days) by opening a complaint, and shall fulfill the following steps:

- (1) Take a photo with date;
- (2) Send e-mail to [courier@br-asgroup.com](mailto:courier@br-asgroup.com) attaching the related documents, in addition to the photo(s);
- (3) report the event in detail.

**ASIA SHIPPING** will analyze the complaint within 30 days and send the result from the analysis to the complainant.

**IMPORTANT: ASIA SHIPPING** does not undertake responsibility for the functioning, configurations, voluntary waiver, unjustifiable cancellation. Its responsibility will be related to any events typical for the transport, as well as packaging handling.

## 12. PERSONAL DATA HANDLING POLICY

12.1. **DATA HANDLING:** For the service provision, Asia Shipping will handle data (of legal entities and individuals) necessary for the registration in its computer systems, electronic message exchange (e-mail), calls, petitions, among others, whenever necessary and exclusively related to the provision of services typical for courier companies. We also hereby inform that such data might be shared with other partners and countries, considering that we work on international logistics. Asia Shipping, while controller, hereby informs that it keeps an information security and confidentiality policy and a personal data privacy policy, in addition to working with approved operators certified on the highest data protection governance standards. Asia Shipping and its operators hereby inform that there are not immune to cyber crimes and do not undertake responsibility for any direct or indirect damages pursuant to such actions. **Controller's data:** Asia Shipping Transportes Internacionais Ltda, CNPJ 01.137.526/0001-80 - <https://asiashipping.co/> - Tel: +55 13 2101-7770 - [compliance@br-asgroup.com](mailto:compliance@br-asgroup.com)

Thus, the data holder is hereby informed about this need of handling, which we hereby request due consent for. The **CONTRACTING PARTY** **hereby agrees that acceptance of the commercial proposal configures, for all effects, data handling consent by the data holders to Asia Shipping.** In case of refusal of data handling, absolute right of the holder, the **CONTRACTING PARTY** is requested to notify the company prior to contracting the services. The **CONTRACTING PARTY** may, at any time upon request, revoke the consent for personal data handling, and shall formalize such request by e-mail [compliance@br-asgroup.com](mailto:compliance@br-asgroup.com), notwithstanding the other rights guaranteed according to article 18 of Law 13709/18.

## 13. COMPLIANCE

13.1. **ANTI-CORRUPTION:** Asia Shipping does not promise, offer, give, directly or indirectly, any undue advantage to a public agent in the performance of its activities. Any situation that configures threat to such conduct shall be immediately reported to the institution for immediate measure: [https://asiashipping.legaletica.com.br/client/se\\_report\\_channel.aspx](https://asiashipping.legaletica.com.br/client/se_report_channel.aspx) - right to remain anonymous is guaranteed.

13.2. **CODE OF ETHICS** - ASIA SHIPPING published and expresses its institutional principles by means of its CODE OF ETHICS. In case of any threat to its fulfillment, report to channel: [https://asiashipping.legaletica.com.br/client/se\\_report\\_channel.aspx](https://asiashipping.legaletica.com.br/client/se_report_channel.aspx) - right to remain anonymous is guaranteed.

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## 14. CONTACT US

**ASIA SHIPPING** will provide a direct channel for you to contact us. Whether to record praise, clear doubts, criticize, suggest improvements, quote services or even if you need to report any conduct or acts that violate our code of conduct, go to:

<https://asiashipping.co/>

## 15. ACKNOWLEDGMENT, AGREEMENT AND ACCEPTANCE

**ACCEPTANCE** - It is hereby requested to confirm the contracting of the proposed service preferably by means of acceptance from the CONTRACTING PARTY sent by e-mail to Asia Shipping. In case the acceptance is not formalized by e-mail, the CONTRACTING PARTY freely agrees that the submission of shipment instruction, receipt of pre-alert or any other document or action, notification and/or message configuring service continuity will constitute acceptance of the referred commercial proposal for all effects, and the CONTRACTING PARTY cannot claim lack of knowledge about or disagreement with any condition at any time, proposed and bound herein.

### OUR VALUES:

**TRANSPARENCY** in all directions. **CARE** in every detail **KNOWLEDGE** as a guide **AGILITY** that shortens distances

Should you have any doubts or need clarification, we are at your disposal.

## 16. APPLICABLE LAW AND COURT

The Brazilian law will be the applicable legislation, and the parties hereby elect the Court of the District of Santos/SP to solve any doubts pursuant to the present term and general conditions, upon waiver to any other, no matter how privileged it might be.