

## **RAICO S.A. RNPSP 219 Service Terms and Conditions**

All shipments made by Raico S.A. are subject to these terms and conditions, which are also available on our web page [www.raiconet.com](http://www.raiconet.com).

### **1. DEFINITIONS**

- RAICO: such term refers to Raico S.A., RAICONET®, its affiliates, branches and subsidiaries, who shall act as freight forwarder or shipping agent, with their corresponding employees, agents and contractors.
- Consignor: the shipper, the seller, the cargo owner, their agents, representatives or whoever delivers the package(s) to Raico.
- Consignee: the shipment receiver, the recipient of the package(s), the consignee.
- Air Guide/Air Waybill: a document issued by Raico to identify and track one or more shipments to be handled as a single shipment.
- Shipment: refers to all packages delivered and accepted by RAICO under only one air waybill. Package shall be defined as any packaged object, box, bundle, envelope or container delivered by the Shipper.
- Land Transport: these are shipments exclusively or partially transported by road in accordance with an explicit or implicit agreement of a country that is a party to the convention on the contract for the international carriage of goods by road.

### **2. EXPORT CONTROLS AND CUSTOMS CLEARANCE**

**2.1** The Consignor appoints RAICO to act as its freight forwarder for the purpose of carrying out customs clearance and export controls. In performing such functions, the Consignor authorizes RAICO to: (i) engage duly authorized third parties to provide services and execute contracts, who shall be covered by these terms and conditions; (ii) complete or correct any documents and pay any duties, taxes or penalties required by applicable laws and regulations; and (iii) act as Consignee solely for the purpose of appointing a customs broker to carry out customs clearance .

**2.2.** RAICO will reject those packages that are considered dangerous by nature or which transportation is prohibited by the regulations of any national, provincial or local government in the countries of origin or destination. RAICO reserves the right to refuse any package that, in its judgment, is not properly packaged, is operationally or economically unsuitable for transportation, or which may stain, soil, contaminate or damage other goods or equipment transported by RAICO.

**2.3** The Consignor authorizes RAICO to open and inspect any package at the request of airport or customs governmental authorities and for security or regulatory reasons. and taxes applicable during customs clearance at destination. If they are insufficient, the Consignor authorizes RAICO to complete, correct, replace the documents on its behalf or even issue a new air waybill to complete the delivery. Any costs incurred by RAICO due to insufficient documentation or information provided shall be at the expense of the Consignor.

### **3. CONSIGNOR'S OBLIGATIONS**

**3.1** The Consignor warrants and is solely responsible for compliance with applicable laws and regulations, including, but not limited to, customs, import and

government regulations of the country of origin and destination.

**3.2** The Consignor shall provide all the information required in the air waybill and attach all documentation required by the regulations of the country of origin and destination of the shipment, including permits, licenses or authorizations, among others. These shall be provided as a affidavit and shall be used for the procedures required by the customs authorities and for the determination of any duties

**3.3** The Consignor guarantees the veracity of the information provided and that each element of the shipment is adequately described in the air waybill and in any other document associated with the export. The provision of false or fraudulent information in violation of the export laws of the Argentine Republic is subject to civil and criminal penalties, which shall be borne by the Consignor.

**3.4** The Consignor warrants that the shipment is properly labeled, correctly consigned to its destination address and packaged in such a manner that the contents are reasonably protected and in acceptable conditions for shipment.

**3.5** The Consignor guarantees that the shipment does not contain flammable or explosive elements or substances, or substances that by their nature present a danger to the persons who handle them or to other shipments. In the event that the shipment is refused by the Consignee, or for any other reason cannot be delivered, the shipment will be held at destination and RAICO will contact the Consignor for instructions. If RAICO is unable to deliver the shipment, RAICO undertakes to make every reasonable effort to return the shipment to the Consignor at the Consignor's expense. If this is not possible, the shipment may be abandoned, destroyed, disposed of or sold without incurring any liability whatsoever to the Consignor or any other person. In the event it is sold, the proceeds shall be applied against the costs and charges of the shipment and the remainder of the profits from the sale shall be returned to the Consignor.

**3.6** The Consignor shall hold harmless and compensate RAICO for any damage or loss arising from the breach of the above obligations, including the payment of penalties, taxes, duties, storage costs and any other expenses related to the shipment.

#### **4. PRICE OF SHIPMENT AND OTHER TERMS**

**4.1** The price of the shipment is quoted based on the gross or dimensional weight (volumetric weight) of the package, whichever is higher; fractions of a unit of measurement are increased to the next unit. The dimensional weight is determined in accordance with the International Air Transport Association (IATA).

**4.2** The Consignor and the Consignee shall be liable for penalties, fines, taxes, duties, storage charges, transportation charges and all other costs and charges incurred by RAICO in connection with this shipment. Unless otherwise stated, charges will be payable at destination. Payment of charges may be requested prior to delivery of the shipment.

**4.3** Fuel surcharge (FSC): Service rates will include in the invoice a surcharge for fluctuations in fuel prices. The rate, amount and period of time of the surcharge will be determined by RAICO, and may be modified without prior notice.

#### **5. BILLING OPTIONS**

Unless otherwise stipulated in the countries of origin or destination, RAICO offers the following billing options:

- The Consignor pays services - the Consignor pays all transportation charges and the Consignee pays duties and taxes in the country of destination.
- The Consignee pays for services - the Consignee pays all transportation

charges, duties and taxes in the country of destination (upon presentation of the letter of commitment to assume the default of the Consignee).

- FOB - The Consignor pays the charges up to the point of export and the Consignee pays the international transportation plus terminal charges (check authorized countries).
- C & F service (cost and freight) - the Consignor pays transportation charges to the point of import and the Consignee pays terminal charges (upon presentation of letter of commitment to assume the Consignee's noncompliance).
- Delivery duty paid, value added tax unpaid - The Consignor pays the applicable duty of the destination country, if applicable, in addition to all transportation charges, and the Consignee pays the destination value added tax.
- Billing of shipping charges, duties and taxes to the Consignor - the Consignor pays the applicable duties and taxes of the destination country, if any, in addition to all shipping charges. The Consignor will be responsible for payment in the event these charges are not paid by the Consignee or a third party.

## **6. LIABILITY FOR LOSS, DAMAGE OR DELAY**

**6.1** Liability for loss, damage or delay is established in accordance with the provisions of the agreed in the 1929 Warsaw Convention for the Unification of Certain Rules Relating to International

Carriage by Air and its subsequent amendments and protocols.

**6.2** RAICO's liability for loss, damage or delay shall be limited to proven direct damages up to an amount not exceeding the market value or declared value of the shipment, or the sum of 17 Special Drawing Rights per kilogram (approximately US\$24 per kilogram), being applicable the lesser of them; unless special declaration of value made by the Consignor at the time of delivery of the package to RAICO, upon payment of an additional value.

RAICO's liability shall not extend to indirect damages caused, such as loss of profits, loss of future business, loss of reputation, among others.

**6.3** In case of loss or partial damage of a part of the goods or of any object contained therein, only the total weight of the affected package or its corresponding value will be taken into account to determine RAICO's limit of liability. The declared value for each package shall be determined by dividing the total declared value by the number of packages in the shipment.

**6.4** In the event that the value of the shipment exceeds the maximum value covered, the Consignor shall make a special declaration of its value at the time of delivery of the package to RAICO and pay the corresponding additional cost. In such cases RAICO's liability shall be up to the declared value. In addition, RAICO will assess an additional charge based on the rate in effect at the time of shipment for each US\$100 or fraction over US\$100 of the declared value for insurance per shipment.

**6.5** RAICO shall not be liable for loss, damage or delay in the following circumstances: (i) for damages caused by the acts or omissions of the Consignor, the Consignee and/or any other person having an interest in the shipment, including, but not restricted to, the case of shipment misdeclaration, improper packaging or incomplete documentation; (ii) for shipments where the Consignor refuses to procure insurance coverage; (iii) for shipments containing cash, foreign currency or other prohibited items; (iv) for delays caused by working holidays or public holidays affecting RAICO's delivery commitment; deliveries scheduled to be made on a holiday will be rescheduled for delivery on the next business day; and (v) delays caused by the Consignor or Consignee's designated customs broker, when different from RAICO; RAICO's delivery commitment will be fulfilled by notifying the customs broker that the shipment is available. **6.6** RAICO shall not be liable for any loss,

damage or delay caused by incidents beyond RAICO's control. These include, but are not limited to: "Force Majeure" - e.g., acts of nature, weather conditions, mechanical failures, war, pandemics, strikes, union actions, riots, etc.; acts of public authorities (including customs officials and health officials) with actual or apparent authority, or by third parties not contracted by RAICO; physical or electronic damage caused by improper packaging of the shipment or by the nature of the shipment, for which the Consignor is responsible.

**6.7** RAICO provides no warranties in the provision of its contracted services, either express or implied.

## **7. CLAIMS**

**7.1** In case of damage to shipments, including partial loss, the Consignor shall communicate to RAICO its complaint immediately upon discovery, or at the latest within fourteen (14) calendar days of delivery.

**7.2** In the case of delayed delivery or total loss of the shipment, the Consignor shall transmit its complaint to RAICO within fourteen (14) days from the date the shipment should have been made available to the Consignee.

**7.3** The complaint must be made in writing on the air waybill at the time of its delivery by means of a formal letter addressed to RAICO within the specified time limit.

The written complaint must clearly state the reason for the complaint, the Consignor's account number with RAICO, the air waybill number or tracking number for the shipment, the weight of the shipment and complete Consignee's information (name, address and zip code).

**7.4** Once the complaint has been filed, RAICO will analyze the Consignor's claim and its legitimacy. In response to the complaint, RAICO may send the Consignor the reasons why its shipment is not covered and/or provide proof or documents that show due compliance with its services, such as proof of delivery, or that verify the existence of a cause for RAICO's exemption from liability, such as those contained in points 6.5 and 6.6.

**7.5** Failure by the Consignor or Consignee to complain within the time limits shall result in the inadmissibility of all actions against RAICO.

## **8. REFUNDS**

**8.1** The Consignor shall be entitled to a refund, in whole or in part, of shipping charges for deficiencies in service, provided that the complaint is made within the time and in the manner provided in item 7 and the conditions listed in item 8 are complied with.

Refunds will only be for shipping charges, not including other expenses, such as customs duties, taxes, penalties or other charges paid, including charges for ancillary services.

**8.2** Refund requests must be made in writing to the Consignor's service department at RAICO.

**8.3** Only one refund is allowed per shipment. In the case of multiple package shipments, should a deficiency in service occur in one of the packages in the shipment, a refund or credit will be given for a portion of the shipping charges for that package only.

**8.4** The money-back guarantee shall not apply in the following cases: (i) interruptions or delays in service caused by unpaid invoices by the Consignor; (ii) non-delivery where the Consignor has provided an incorrect delivery address, no person was available to receive the shipment or if the Consignee refuses to receive the shipment; (iii) single mail or nonmail services that do not have electronic tracking; (iv) shipments returned or which cannot be shipped due to their nature (e.g. lithium batteries, dry ice or other dangerous or prohibited goods); (v) shipments detained by the authorities of the country

of origin or destination due to non-compliance with RAICO's shipping policies regarding documentation, nature of shipment, licensing or customs clearance; and (vi) any other cause or reason as described in 6.5 and 6.6.

**8.5** Reimbursement requirements must be submitted by the Consignor to RAICO through one of the authorized channels within 15 business days after the date of invoice or within 15 business days after the date of shipment if paying by credit card or in advance with cash, check or wire transfer.

**9. COMPETENT JURISDICTION AND APPLICABLE LAW**

Any dispute relating to these Terms and Conditions shall be submitted to the jurisdiction of the Courts of the country of origin of the shipment and shall also be governed by the laws of that country.