

3.



TRANSPORTATION CONTRACT / SERVICE CONDITIONS

- 1. The goods described above have been accepted in apparently good condition by Dio Shipping Company (unless it is otherwise declared on contract as having a specific issue). Once the shipment has been consigned to Dip Shipping Company, the client accepts the terms and conditions stipulated on this document. No agent, employee or Dip Shipping Company representative is allowed to alter, modify or discard any of the conditions stipulated on this contract. The nullity of any of the clauses on the contract will not affect the validity of the others.
- Dip Shipping Company will only transport those items that the shipper confirms belongs to him/her. The shipper should also confirm he/she, or if acting as agent or third party, is 2. authorized to accept the company's service conditions. The shipper will be liable for any compensation for any damage or expense incurred if such condition is not met.
- Dip Shipping Company will not be liable for any loss, damage, nor incomplete or incorrect deliveries, if the cause has been:
 - Shipper and/or receiver's failure to comply with company's policies B.
 - The nature of the shipment, or any defect, characteristics or inherent fault in its packaging.
 - C. Unforeseen circumstances D.
 - Act or omission on behalf of any carrier or other entities or Dip Shipping personnel assigned to transport the shipment, with or without the shipper's knowledge of the carrier used
 - E. Damage or loss caused by factors other than the delivery process itself, whether Dip Shipping had knowledge of the possibility of such damage or loss occurring; including but not limited to loss of profit, income, interests, utility and/or market value.
 - For damages caused on items that do not comply with packaging requirements in order to safeguard and fully maintain their integrity; damages to electrical F appliances and electronic equipment that do not come in their original packaging and/or that come with their original packaging but has been violated and/or additional items have been placed inside the same box
- Dip Shipping strongly recommends the purchase of cargo insurance, which we offer at a cost ranging from 2.5% to 10% of the value of the cargo to be insured. In case insurance 4. is purchased, it is the client's responsibility to inform Dip Shipping Company of the value of the cargo. Such value should be supported by a commercial invoice in case there is need to put a claim. If there is no accompanying invoice at the time of claim, Dip Shipping Company will use its own criteria to determine the value of the cargo.
- If no insurance is purchased by the client, Dip Shipping Company will be held liable for a máximum of \$500 for losses caused exclusively by negligence on behalf of Dip Shipping 5. Company.
- If no insurance is purchased by client, Dip Shipping Company will not be held liable for any type of loss or damage caused by events that occur beyond our control, such as 6. armed assaults, natural disasters (hurricanes, floods, earthquakes, etc.), fires, maritime accidents, port accidents, etc.
- 7. Dip Shipping Company will not accept for any reason:
 - Weapons, ammunition В. Explosive or inflamable material that has not been declared to Dip Shipping before shipping so that Dip Shipping Company can appropriately handle it as
 - hazardous material and authorized to
 - Metals (gold, silver, etc), precios stones, jewelry, cash, bills of exchange, promissory notes and other negotiable titles, coins, stamps, cashier checks, antiques.
 - D. Animals, plants or other perishable items E. Products or items that are restricted by law
 - F. Any hazardous material that has not been previously declared to the company
 - G Toxic material
 - Ilegal drugs

C.

Dip Shipping Company will not be held responsible for any loss, damage, fines or any other consequences that may result if any of the items listed above are received and shipped without Dip Shipping Company's knowledge. Dip Shipping Company will notify and will cooperate with the corresponding authorities when illegal items are detected on our Xray scanning equipment, or when Customs or Homeland Security authorities find any of these items in any random physical inspections that they may perform. Dip Shipping Company will not be held responsible for any legal action the authorities take against those clients that attempt or have shipped illegal items.

- 8. Dip Shipping will only deliver at the address included on this invoice, which is meant to be the consignee' address.
- 9. Dip Shipping Company will deliver to a third party only if the shipper or consignee authorizes such delivery. If delivered to a third party, Dip Shipping Company will not be held responsible for any claim, loss or damage that may occur. The third party's signature will appear on the delivery receipt as proof of such receipt
- 10. The shipper/client confirms that his/her shipment has been properly labeled, packaged and in order to protect contents while the shipment is in transit and and while it is being handled internationally, from origin to its final destination.
- 11. Dip Shipping Company will presume the client is correctly acknowledging on the present invoice, what the contents of his/her shipment is. If the company has any doubt, it reserves the right to deny transporting the cargo, or to open and physically inspect or scan it by means of x-ray before shipping, with or without the presence of the client. If any fines or additional import duties or expenses are incurred at destination due to incorrect cargo declaration, the client will be held responsible for payment of these extra expenses.
- 12. Dip Shipping Company will not be held responsible for any shipment that a client hands over to an ill-intended person pretending to be a Dip Shipping employee because all of Dip Shipping Company employees show their employee carnet before handling any cargo if outside the company's premises.
- 13. Dip Shipping Company does not provide a warehousing service, and therefore, if any shipment remains at the warehouse for more than 72 hours as a result of negligence on behalf of the shipper and/or consignee, the client will be liable for an additional charge for the space used and extra time that such shipments remain at the warehouse. If a shipment remains at our warehouse for more than 30 days without being claimed or paid, Dip Shipping Company will have the right to take ownership of the cargo and dispose of it.
- All the paperwork related to the service rendered will be available to the client for a period of 3 months starting from the date the invoice was issued. 13.
- All missed deliveries, damages, losses or any other types of claims must be directed to Dip Shipping Company via the company's official claims form. The consignee must write 14. down on the delivery receipt any visible abnormality he/she might detect at the time delivery. Dip Shipping Company will not accept any claim made after seven days the cargo was received at destination. The claims form can be obtained at any of our locations. Dip Shipping Company will not accept any claim for cargo if the freight has not been paid first. The claims processing time is on average 30 days, except for those cases that require more time and investigation due to the complexity of the event, which could run from 3 to 9 months. Dip Shipping Company is a non-vessel operating common carrier (NVOCC) and will transport only those items that are subject to these conditions.
- 15. In accordance with Customs regulations, all items being shipped must be declared and valued correctly at origin. Any payment/ extra adjustment that is imposed at customs clearance at destination, including fines and penalties imposed by the Department of Revenue, will be the responsibility of the client, be it the case of incorrect declaration, undervalued declarations or other criteria that the Department of Revenue determines.
- The following restrictions apply: (a) We will not be held responsible for fragile shipments that are not in their original manufacturer's packaging, such as ceramic tiles, glass or 16. marble (b) We will not accept any claims for damages caused to television sets, plasmas, laptops and tablets that come inside boxes that have been packed in combination with other items in the same box (c) We will not accept any claims for items that have not been declared on the present invoice (d) We will not be held responsible for claims or damage on used or new cell phones if there is no store invoice and/or if they are not in their original manufacturer's packaging. (e) Dip Shipping Company will not be held responsible nor will it offer insurance for damage on television sets and/or plasmas new or used, and electrical appliances and furniture that are not in their original manufacturer's packaging. (f) Dip Shipping Company will not be held responsible for damages caused in the transportation of television sets and plasmas nor will we offer insurance against damage specifically for these items. The insurance we do offer for these items in particular, will cover loss or damage only when unforeseen events occur, such as armed assaults at our warehouses or distribution trucks, containers going underwater, natural disasters, vehicle accidents, etc.,