

**EX-PAT LOGISTICS LIMITED**

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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 <a href="http://en.wikipedia.org/wiki/Incoterms">http://en.wikipedia.org/wiki/Incoterms</a>
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
- 3.16 Handling of personal data
- 3.16.1 Expat Logistics will not use personal data for any purpose other than as required by the service as booked by the owner
- 3.16.2 No information will be shared with any third party unless written consent is received from the owner
- 3.16.3 Expat Logistics will delete any information relating to payments, including but not limited to, credit card information once service has been completed and accounts have been settled
- 3.16.3.1 Where an owner has provided the information in a single identifiable document, it will be deleted
- 3.16.3.2 Where an owner has provided the payment information within a bundle of documents, the information may be retained as per section 3.16.4
- 3.16.4 Documents received in relationship to bookings and travel may be held up to a 1 year and possibly longer at the discretion of Expat Logistics.
- 3.16.5 Email correspondence between Expat Logistics and the owner / client may be held for a period as determined by Expat Logistics as reasonable
- 3.16.5.1 This includes and is not limited to, any documents or information provided in attachments to such emails.
- 3.16.6 Expat Logistics may, with the consent of the owner / client, add their email address to a mailing list for the sole use of Expat Logistics and / or any subsidiaries
- 3.16.7 Expat Logistics will, where possible, ensure that owners email addresses are not stored for any other purpose
- 3.16.7.1 Expat Logistics, whilst not storing email addresses, won't be held responsible for third party software such as email hosts and email views that may record email data.
- 3.17 Ownership of data and documents
- 3.17.1 Electronic data and documents
- 3.17.1.1 As per section 3.16 of these terms and conditions, Expat Logistics may keep data and documents for a period as determined
- 3.17.1.2 All documents relating to a shipment should be retained by the owner in case needed for future reference or submission to third parties
- 3.17.1.3 Expat Logistics maintain no responsibility to retain documents or information other than that required by the laws under which the company and / or its subsidiaries are acting under
- 3.17.2 Original documents
- 3.17.2.1 Where original documents are left in the care of Expat Logistics, an effort to return them to the rightful owner will be made and any costs incurred passed to the owner.
- 3.17.2.2 In the event the owner can't be contacted, or they have no wish to pay for documents to be returned, they will be destroyed after a minimum of 6 months with no liability on Expat Logistics for the destruction
- 3.17.2.3 Expat Logistics maintain no responsibility to retain documents or information other than that required by the laws under which the company and / or its subsidiaries are acting under
- 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 owner's 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;

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- 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 you 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;
  - 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



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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 / customer's responsibility to ensure that 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 / customer's 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:
  - 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

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- 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
- 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

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- 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 It is the owner's responsibility to ensure the pet meets the requirements for pet travel
  - 10.5.1 Expat Logistics accept no responsibility for incorrectly administered vaccinations, testing or veterinary services that may result in failure for entry
  - 10.5.2 It is the owners responsibility to ensure current regulations for entry and / or transit are met for travel
- 10.6 We accept no responsibility for human error or omissions
- 10.7 The owner is responsible for the accuracy and honesty of all documentation provide and we accept no responsibility for misleading or false information provided.
- 10.8 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.
- 10.9 There are restrictions on certain breeds with some airlines that, without notice, reserve the right to refuse any pet prior to departure.
  - 10.9.1 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.
- 10.10 Once our service has been confirmed, should you cancel at any point you will be subject to incurred charges.
  - 10.10.1 These include but not limited to:
    - 10.10.1.1 Documents that have been applied for
    - 10.10.1.2 Collection fee and airline cancellation fees if the booking is already made
    - 10.10.1.3 Cancelled charge as per our local tariffs
- 10.11 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.
- 10.12 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.
- 10.13 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
  - 10.13.1 Export Licences – Usually valid for 7 days
  - 10.13.2 Import Licences – Usually valid for 30 days
- 10.14 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;
  - 10.14.1 Re-submission of documentation
  - 10.14.2 Cancellation charges



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- 10.14.3 Re-booking Fees
  - 10.14.4 Replacement licences
  - 10.14.5 Non-refundable destination charges
  - 10.14.6 Damaged or undersized carriers
  - 10.14.7 Booking fees or kennel fees.
  - 10.15 Customer Liability:
    - 10.15.1 By agreeing to our services you have accepted the terms and conditions of Ex-Pat Logistics Limited in particular section 10.
    - 10.15.2 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.
    - 10.15.3 Depending on the severity the customer may be subject to legal action.
    - 10.15.4 Local authorities may be involved should a pet become aggressive. We accept no liability for costs or outcome of any action
    - 10.15.5 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.
  - 10.16 MORTALITY - 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
  - 10.17 **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
  - 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

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- 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:

- 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)

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- 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.expatslogistics.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
- 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.

### 21.1 Expatshop.biz Privacy Policy

# Terms and Conditions of Expat Logistics

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This Privacy Policy describes how your personal information is collected, used, and shared when you visit or make a purchase from expatshop.biz (the "Site").

## PERSONAL INFORMATION WE COLLECT

When you visit the Site, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. Additionally, as you browse the Site, we collect information about the individual web pages or products that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site. We refer to this automatically-collected information as "Device Information".

We collect Device Information using the following technologies:

- "Cookies" are data files that are placed on your device or computer and often include an anonymous unique identifier. For more information about cookies, and how to disable cookies, visit <http://www.allaboutcookies.org>.
- "Log files" track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.
- "Web beacons", "tags", and "pixels" are electronic files used to record information about how you browse the Site.
- [[INSERT DESCRIPTIONS OF OTHER TYPES OF TRACKING TECHNOLOGIES USED]]

Additionally when you make a purchase or attempt to make a purchase through the Site, we collect certain information from you, including your name, billing address, shipping address, payment information (including credit card numbers [[INSERT ANY OTHER PAYMENT TYPES ACCEPTED]]), email address, and phone number. We refer to this information as "Order Information".

[[INSERT ANY OTHER INFORMATION YOU COLLECT: OFFLINE DATA, PURCHASED MARKETING DATA/LISTS]]

When we talk about "Personal Information" in this Privacy Policy, we are talking both about Device Information and Order Information.

## HOW DO WE USE YOUR PERSONAL INFORMATION?

We use the Order Information that we collect generally to fulfill any orders placed through the Site (including processing your payment information, arranging for shipping, and providing you with invoices and/or order confirmations). Additionally, we use this Order Information to:

- Communicate with you;
  - Screen our orders for potential risk or fraud; and
  - When in line with the preferences you have shared with us, provide you with information or advertising relating to our products or services.
- [[INSERT OTHER USES OF ORDER INFORMATION]]

We use the Device Information that we collect to help us screen for potential risk and fraud (in particular, your IP address), and more generally to improve and optimize our Site (for example, by generating analytics about how our customers browse and interact with the Site, and to assess the success of our marketing and advertising campaigns).

[[INSERT OTHER USES OF DEVICE INFORMATION, INCLUDING: ADVERTISING/RETARGETING]]

## SHARING YOUR PERSONAL INFORMATION

We share your Personal Information with third parties to help us use your Personal Information, as described above. For example, we use Shopify to power our online store--you can read more about how Shopify uses your Personal Information here:

<https://www.shopify.com/legal/privacy>. We also use Google Analytics to help us understand how our customers use the Site -- you can read more about how Google uses your Personal Information here: <https://www.google.com/intl/en/policies/privacy/>. You can also opt-out of Google Analytics here: <https://tools.google.com/dlpage/gaoptout>.

Finally, we may also share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

## BEHAVIOURAL ADVERTISING

As described above, we use your Personal Information to provide you with targeted advertisements or marketing communications we believe may be of interest to you. For more information about how targeted advertising works, you can visit the Network Advertising Initiative's ("NAI") educational page at <http://www.networkadvertising.org/understanding-online-advertising/how-does-it-work>.

You can opt out of targeted advertising by using the links below:

- Facebook: <https://www.facebook.com/settings/?tab=ads>
  - Google: <https://www.google.com/settings/ads/anonymouse>
  - Bing: <https://advertise.bingads.microsoft.com/en-us/resources/policies/personalized-ads>
- [[INCLUDE OPT-OUT LINKS FROM WHICHEVER SERVICES BEING USED]]



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Additionally, you can opt out of some of these services by visiting the Digital Advertising Alliance's opt-out portal at: <http://optout.aboutads.info/>.

## DO NOT TRACK

Please note that we do not alter our Site's data collection and use practices when we see a Do Not Track signal from your browser.

## YOUR RIGHTS

If you are a European resident, you have the right to access personal information we hold about you and to ask that your personal information be corrected, updated, or deleted. If you would like to exercise this right, please contact us through the contact information below.

Additionally, if you are a European resident we note that we are processing your information in order to fulfill contracts we might have with you (for example if you make an order through the Site), or otherwise to pursue our legitimate business interests listed above. Additionally, please note that your information will be transferred outside of Europe, including to Canada and the United States.

## DATA RETENTION

When you place an order through the Site, we will maintain your Order Information for our records unless and until you ask us to delete this information.

## CHANGES

We may update this privacy policy from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons.

## Age Restrictions

### MINORS

The Site may contain products not suitable for sale to persons under the age of 18 and we may require proof of age should it be believed the customer may be under the legal age for purchase

### US

For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us by e-mail at [david@expatlogistics.com](mailto:david@expatlogistics.com) or by mail using the details provided below:

Expat Logistics - Riyadh's Online store for pet products and relocation materials

[Re: Privacy Compliance Officer]

Unit 4, COVC Riyadh SA 11575

## 21.2 TERMS OF SERVICE

### OVERVIEW

This website is operated by ExpatLogistics. Throughout the site, the terms "we", "us" and "our" refer to ExpatLogistics. ExpatLogistics offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

### SECTION 1 - ONLINE STORE TERMS

# Terms and Conditions of Expat Logistics

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By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

## SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only.

We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## SECTION 5 - PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

## SECTION 7 - OPTIONAL TOOLS

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We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## SECTION 10 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

## SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any

# Terms and Conditions of Expat Logistics

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related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall ExpatLogistics, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## SECTION 14 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless ExpatLogistics and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## SECTION 15 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## SECTION 16 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## SECTION 17 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## SECTION 18 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with English Law

## SECTION 19 - CHANGES TO TERMS OF SERVICE



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You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## SECTION 20 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at sales@expatlogistics.com.

### 21.3 Returns

Our policy lasts 30 days. If 30 days have gone by since your purchase, unfortunately we can't offer you a refund or exchange.

To be eligible for a return, your item must be unused and in the same condition that you received it. It must also be in the original packaging.

To complete your return, we require a receipt or proof of purchase.

Please do not send your purchase back to the manufacturer.

There are certain situations where only partial refunds are granted (if applicable)

Any item not in its original condition, is damaged or missing parts for reasons not due to our error

Any item that is returned more than 30 days after delivery

#### Refunds (if applicable)

Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund.

If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a certain amount of days.

#### Late or missing refunds (if applicable)

If you haven't received a refund yet, first check your bank account again.

Then contact your credit card company, it may take some time before your refund is officially posted.

Next contact your bank. There is often some processing time before a refund is posted.

If you've done all of this and you still have not received your refund yet, please contact us at david@expatlogistics.om.

#### Sale items (if applicable)

Only regular priced items may be refunded, unfortunately sale items cannot be refunded.

#### Exchanges (if applicable)

We only replace items if they are defective or damaged. If you need to exchange it for the same item, send us an email at david@expatlogistics.om and send your item to: Cordoba Village Oasis Compound Riyadh SA .

#### Shipping

To return your product, you should mail your product to: Cordoba Village Oasis Compound Riyadh, Behind SABIC, Riyadh, Saudi Arabia

You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your refund.

Depending on where you live, the time it may take for your exchanged product to reach you, may vary.

If you are shipping an item over \$75, you should consider using a trackable shipping service or purchasing shipping insurance. We don't guarantee that we will receive your returned item.

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39 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
20/05/2018	3.16	Addition	Handling of personal data
20/05/2018	3.17	Addition	Ownership of data and documents
01/06/2018	21	Addition	Terms specific to sales via expatshop.biz

*Ex-Pat Logistics*