

Terms & Conditions of Service

- 1.** In an effort to optimize our services, Americargo Express has opened offices or made strategic alliances with Agents in other countries to provide important logistic solutions with care, and deliver your cargo in a timely manner.
- 2.** All shipments with door to door service that are not paid at Americargo Express' offices will have to be paid at the office of final destination before delivery of shipment, unless you have established a credit account with Americargo Express or their Agents.
- 3.** An employee of Americargo Express or the Agent will contact the recipient in his/her country, based on data provided by the shipper, indicating the value to be deposited for their shipment, and the day that it will be delivered. The client must have a copy of the deposit which includes the total value and tender it upon receipt of their cargo. Americargo Express or their Agents are not responsible for delays caused by missing or incorrect contact information.
- 4.** It is important to note that during the transport to the final destination, the product or merchandise goes through loading and unloading, local shipping, and storage so it is imperative that all fragile products (glass, mirrors, glasses etc.) are safely packed by the sender prior to shipping. Americargo Express and or its Agents will not be liable for damages to such fragile goods.
- 5.** Our door to door service, is for physical addresses, shipments sent to places that are not accessible, or are outside the city representing additional costs or risk, will be returned to the office and can be sent via third party or to a different location at the responsibility of the recipient. The cargo must be ensured by the customer and identified by the recipient.
- 6.** Shipments of washers, dryers, refrigerators are shipped under the responsibility of the customer since they are delicate items that may be damaged during the process, and both Americargo Express and its Agents are exempt from liability for any damage that would cause the thereof.
- 7.** All shipments will be sent by default without insurance, unless the customer indicates otherwise. In the case of partial or total loss of property without insurance, Americargo Express will compensate customers with \$0.40 per pound at a maximum of \$500 per Airwaybill, and the corresponding claim must be made within 3 days of delivery or expected delivery.
- 8. Purchasing Insurance:** If the shipper wants to place an insurance policy on their shipment, the shipper or customer must advise Americargo Express before the shipment has left our facility and a commercial invoice must be provided. Americargo Express or its Agents will be assume responsibility for insuring shipments when the service is purchased and reserves the right to deny service of insurance coverage at its discretion. If Americargo Express or its Agents deny service of insurance coverage, Americargo Express or its Agents may offer to contract a third party insurer to insure the shipment. In cases where a third party insurer is contracted, shipments must be sent separately and not as part of Americargo Express' consolidated shipments. If there is a total or partial loss of property where insurance was purchased by the shipper, compensation will be based on the insurance policy established and declaration of shipment. In cases where an insurance policy is purchased from a third party, the customer will make its claim directly to the insurance company and will be subject to their terms and conditions. In cases where Americargo Express or their Agents take the duties of the insurance company and ensure the shipment, claims must be made directly to Americargo Express or its Agents and will be subject to the terms and conditions provided at purchase of insurance. Americargo Express or its Agents are not responsible for loss or damage of cargo that is uninsured except as detailed on item 7 of these terms and conditions.
- 9.** Americargo Express and their Agents are not responsible for undeclared cargo, or erroneous shipping detail indicated by the customer or sender. The shipment documents shall correspond exactly to content of packages, boxes, bags or other envoys.
- 10.** The shipper shall indemnify our company and any other person, for any loss, cost or damage that results from the irregularity, inaccurate or incomplete statements. Americargo Express follows the American Federal Transportation CFR49 regulations.
- 11.** Not accepted for carriage: money, any shipment prohibited by law, drugs, explosives, pornography, firearms, or lottery items.
- 12.** Any item that requires permits or is restricted by law must be declared in order to coordinate their safe and legal shipment.
- 13.** In any event, you are responsible for seizures, fines, penalties and generally for any damage or loss suffered by our companies or third parties on account of shipments that have been made without the minimum documentation requirements, where documents have been omitted, misrepresented information, or have been falsified.
- 14.** In case the consignee or third party fails to pay the agreed (when the load is payable in the country of destination), we reserve the right not to deliver their goods until that happens. Extending it to the next delivery according with our routes.