Service Agreement

**(Use TAB to move and fill out the form)**

I       (*your name*) hereinafter referred to as "Customer" designate EXHIBITIONS CARGO USA, LLC as my agent to arrange any transportation services, processing export-import declarations, customs brokerage, booking cargo space, processing bills of lading, arranging crating, packing, unpacking, warehouse storage and any other logistics service and advice to handle this shipment on my behalf.

I guarantee to provide a complete list and detailed description of the contents of the shipment including accessories and parts. I guarantee that all the products listed in the shipping invoice form and handled by Exhibitions Cargo are intended to be used at Meetings, Conventions, Incentive Trips, Live Events and Trade Shows Industry and these goods meet clause number 4 of this agreement.

Important! The information requested below will be used for the filling of the Customs Entry Declaration and other customs documents. Please make sure all details are fully completed and accurate. By correctly providing the information delays and fines are avoided during the customs clearance process.

# Billing Information (Customer Data)

**Customer guarantees payment under the terms of this agreement, for all services rendered and carriage arranged by Exhibitions Cargo on Customer´s behalf, no matter what person ordered the services or benefitted there from.**

Company Name:       Tax Id/BN/TIN/Revenue ID number:       (for Customs Entry Process)

Contact: Mr. [ ]  Ms. [ ]  Name:       E-mail:

Company Address:       City:       State:       ZC:       Phone:       ext.

# Accounts Payable Contact: Name:       E-mail:       Phone:       ext.

# Event Information

Event name (as registered at the venue): LASA2020

Delivery date at the event site: May 12, 2020

Event Start Date: May 13, 2020 Event End Date: May 16, 2020

Name of your company representative at the event site:       Email:       Mobile:

Number of attendees to the event: 5,500

**Venue Information**

Venue name: ExpoGuadalajara

Official address:

Av. Mariano Otero 1499

Col. Verde Valle

CP 44550

Guadalajara, Jalisco, México

Delivery Address:

Expo Guadalajara Centro de Convenciones

Name of the Hotel/Venue Groups Manager handling your event: Brainda Schtulmann Amaral

Email: bschtulmann@expoguadalajara.mx

Phone number: 52-33-3343-3000 ext. 2255

If you are shipping promotional items, please, indicate all possible logos/labels/marks of the companies, participants and sponsors that will be printed on the giveaways:

I want to obtain Cargo Insurance **YES** **[ ]  No [ ]  \* Insurance will only apply for the outbound shipment. If you wish to obtain cargo insurance on your return shipment, we need a written request from your end. Make sure to read insurance policy on clause 1 of this agreement.**

# If YES, Beneficiary for compensation (Company name):       Address:       Contact:           email:

# How did you know about EXHIBITIONS CARGO?

# Do NOT attach any form of payment, ID´s, invoice forms, nor this contract on or inside the boxes of your shipment.

# [ ]  I have read and understood each one of the points of this 9 clauses agreement.

**Print Name and Signature**

**Position or title:**

The person signing this Agreement on behalf of the Customer represents and warrants that he or she has the authority to sign this agreement on behalf of the Customer, including appointment of Exhibitions Cargo as its agent and assure Exhibitions Cargo full and prompt payment. I state that the information I provide in this agreement and in the shipping invoice form are true to the best of my knowledge.

1. **Insurance**

This document is issued as an informative matter as does not award any right over the document holder. This document does not modify or widen in any way, the coverage offered on the original policy. The following is a detailed summary of our cargo insurance policy. Please read it carefully and consider the important topics section for each time you decide to insurance with us. If you should have any questions about it, please contact customer service for further assistance.

***Cost of insurance:***

**Ground freight:                     1%   of total shipment value**

**Air freight:                             1%    of total shipment value**

**Ocean freight:                      1.5% of total shipment value**

**NOTE:**

1. Maximum liability coverage for ground and air freights is up to $120,000 USD.  If total shipment value exceeds this amount, a proper quote shall be requested for each case.
2. Maximum liability coverage for ocean freights is up to $300,000 USD. If total shipment value exceeds this amount, a proper quote shall be requested for each case.
3. For all shipments with a value lower than $8,000.00 USD, the minimum cost for hiring insurance is $80.00 USD.
4. **The customer has 48 (forty-eight) hours, once the goods are delivered at your venue or back to your office to send the claim form, after this period the insurance coverage expires**.
5. **Coverage: Ordinary Risk of Transit (O.R.T.), Violent Total Theft, Violent Partial Theft, Water Damage, Rusting, Breaking or Cracking. Contact with other loads.**
6. **Additional Coverage:** Deductible O.R.T. (consequential), warehouse to warehouse, load and unload, stays in customs warehouse (30 days), devolutions, exclusion of chemical terrorist, biological, biochemical and electromagnetic.
7. **Excluded shipments** arriving to Cuba, Iraq, Iran, Belarus, Libya, Lebanon, Liberia, Montenegro, Serbia, Somalia, North Korea, Sudan, Costa de Marfil, Burma, Myanmar, Syria, Yemen, Democratic Republic of Congo, Crimean Peninsula in Ukraine, Zimbabwe.
8. **Deductibles:**
	1. 20% OF TOTAL VALUE OF THE SHIPMENT at the moment of occurrence of an event from every loss due to **total violent theft or violent partial theft.**
	2. 3%   OF TOTAL VALUE OF THE SHIPMENT, due to ordinary risks of transit.
9. Used or second-hand items and special packaging can’t be insured unless a NO DAMAGE certificate is issued. The customer must notify Exhibitions Cargo if the shipment contents have used goods in order to hire this service with enough time to obtain this certificate. No Damage Certificate has additional costs.

**Exclusions:**

1. Embargoes and/or sanctions.
2. Pre-existing damages and poor loading and/or handling and/or securing of the secured goods to the means of conveyance without the direct occurrence of an ordinary transit risk.
3. Courier and/or parcel services (does not apply to air freight) **Loss, lack of delivery and mysterious disappearance, non-violent theft**, condensation inside the container. Damages to the cargo due to collision with objects outside the means of conveyance due to surpassing the length, width and depth measurements of the vehicle or its superstructure.
4. **Theft or discovered missing goods when conducting inventories** **and any damage detected subsequently to the delivery of the goods in the warehouse at the final destination** or where coverage has been terminated.
5. Equipment out of calibration.
6. Damages or losses caused by poor or deficient packaging materials.
7. The loss of information or data in software programs or other digital media is expressively excluded.
8. Normal wear and tear.
9. Transportation of precious metals, art of any kind, money and other financial instruments.
10. Bending, scratching dents of similar damage not caused by an ordinary transit risk.
11. **Thefts, burglary, plunder or pillage which is not a direct result of an ordinary transit risk**.
12. Electronic, Electrical, mechanical and electromechanical and/or electro-magnetical failures in machinery which are not a direct result of an ordinary traffic risk.
13. **Deeds by an authority or confiscation by any governmental authorities**.
14. Damages or losses in which there is no physical evidence even those caused by a quality control done on behalf of the customer or those caused by a control or due to specifications set forth by any government authority.
15. Damages and/or losses and/or legal responsibility and/or any other expense caused directly or indirectly from the use and operation as a means to inflict damage of any computer, computing system, a computer program (software), malicious code, computer virus or from any other electronic or data processing system.

**The insurance coverage** **of** **the policy described here, is subject to all terms, exclusions and policy conditions.**

Exhibitions Cargo plans the shipping process in order to mitigate risks. While you have the option of sending your freight without any insurance, if you do so you would bear the entire financial cost in the event of damage or loss of your shipment. Unless requested to do so in writing and confirmed to Customer in writing, Exhibitions Cargo is under no obligation to procure insurance on Customer´s behalf. In all cases in which Customer obtains insurance, Customer shall pay all premiums and costs in connection with procuring the requested insurance.

Exhibitions Cargo will not be liable for any loss, delay or damage to goods caused by a carrier or warehouse. Exhibitions Cargo will not be liable, under any circumstances, for any punitive or exemplary damages nor any special, incidental or consequential damages including lost income, profits, interest, or loss of market, whether or not Exhibitions Cargo had knowledge that such damages might be incurred. The customer acknowledges that Exhibitions Cargo does not have knowledge of the contents of each box. Therefore, **Exhibitions Cargo shall not be held responsible for any shortages**. We receive closed boxes from the customer; we transport and deliver them in the same condition at the venue, back at your office or next show destination.

For truck transportation, warehousing and domestic air transportation, liability for damage is typically limited to $0.50 per pound or $40 per article, whichever is less. In international air transportation damage is typically limited to 19 Special Drawing Rights per kilogram. For carriage by water damage is typically limited to $500 per package or customary freight unit.

It is important to notice that cargo insurance policies don't provide coverage for partial loss, mysterious disappearance, delay or damage to goods caused by acts of God, public authorities, strikes, labor disputes, weather, mechanical failures, civil commotion, acts of terrorism, hazards incident to a state of war, work slowdowns, acts or omissions of customs or any governmental agency, or defect in the goods being shipped; except stated otherwise.

The customer is encouraged to obtain Cargo Insurance or to instruct Exhibitions Cargo to obtain cargo insurance on its behalf if the aforesaid limitations pose unacceptable risks to the customer.

The claim process is independent of the process of payment for services rendered. Any cargo claim will start its process once the payment has been covered for services rendered. **Make sure the policy you have purchased provides the coverage you need for your business.**

**When receiving your boxes**

**IF BOXES OR SEAL IS BROKEN, CHECK CONTENTS BEFORE ACCEPTING**

1. Once you receive the boxes at the destination, sign the slip with your first and last name, add any comments if you find any abnormalities.
2. Please **take pictures of the boxes if they seem to be opened, ripped cut or any other visible violation or damaged**, so you can have an evidence of the receipt.
3. You should **report the incident to the freight company and send this report along with the pictures to Exhibitions Cargo, within 48 hours after the reception of your shipment**.
4. **Information provided by Customer for Freight and Customs purposes:**
5. Properly filled out shipping invoice format that will be provided by Exhibitions Cargo. Make sure all items shipped are described in your invoice. If you are shipping product kits, please list every single item included in them and include its price. Any omission of items could lead to delay in customs clearance, customs fines or detainment of your whole shipment.
6. For customs or transportation purposes, if needed: Material Safety Data Sheet, fumigation certificates, copy of the original purchase invoice, technical datasheets[[1]](#footnote-1)
7. **Indicate the commercial value of each item on the shipping invoice form**, that is the actual price at which a product is sold either to unrelated parties or to related parties at arm’s length or the price that the manufacturer, seller, shipper, or owner would have received for such merchandise if sold in the ordinary course of trade. Customs considers the commercial value to determine duties and/or taxes, in the case, the value is declared null or very low, Customs authorities may give a minimum commercial value considering the kind of item, country of origin and manufacture.
8. **Confirm if you require a pickup at your** **facilities or if you prefer your vendors to ship directly to the consolidation warehouse. If you prefer the later please refer to clause 5 for reception terms.**
9. **Additional services will require** **written authorization, such as: labeling, contents inspection, packing, insurance, special handling or deliveries.**
10. **Quotes for the services provided by EXHIBITIONS CARGO, represent the most approximate price,** based on the information given by the Customer, and are subject to change once the materials are physically classified, weighed and measured. Additional charges due to these changes will be paid by the Customer. Please refer to clause 6 for payment terms.
11. **Logistics and customs clearance considerations the client agrees:**
12. Fill out the Shipping Invoice form and Pack your goods in a systematic manner. **Packing a combination of different types of goods makes it impracticable for Customs officers to determine the quantity of each type of product in an importation**. Such packing can also lead to a variety of other complications in the entry process. Delays are less likely, however, from the orderly packing of several different kinds of properly invoiced goods in a single package. It is indiscriminate packing that causes difficulty.
13. **Your boxes can be opened and inspected by Customs officers** to establish, among other things, the genuineness of the merchandise, the Customer's right to import the merchandise, its admissibility in conformity with local laws and regulations, the dutiable value, the classification, the country of origin, etc.
14. **Exhibitions Cargo will not be responsible** for fines, surcharges, seizures and other penalties derived from **the lack of information, falsehood or discrepancies in the content of the shipment**. The customer will be responsible for any fine, precautionary seizure or any penalty caused by omissions or false information in the shipping invoice form.
15. **Space in aircrafts is subject to availability** and depends on the regulations of each airline. If due to the dimensions of customer’s boxes, an adjustment to the route has to be made, any price increase derived from this adjustment will be notified to the customer for approval.
16. **Recommended cautionary measures before shipping:**
* Review with Exhibitions Cargo for any flight or destination restrictions. Please refer to clause 4 for common prohibited commodities.
* We strongly recommend the **use of personalized or distinctive tape to seal all boxes**.
* When shipping high-valued items, use double boxing method to pack the contents.
* Use security seals, special use bags, cable ties, security shipping tapes, security cases and any other means to prevent theft of goods.
* Keep the contents confidential. **Do not attach the shipping invoice form or the list of contents in the box**.
* **Use black shrink film outside the boxes** when shipping your cargo to our warehouse.
* Let us know the tracking numbers when shipping to our warehouse so we can keep the boxes tracked and so that we can identify them upon arrival.
1. **Indoor delivery does not include assembly, disassembly, packing, unpacking, shrink-wrapping and palletizing. If you need any of these let us know to quote them separately.**
2. **Common prohibited commodities.**

**Customer warrants that will Not ship: MONEY, USED CLOTHING, DRUGS / NARCOTICS**: Marijuana, spores, extracts, juices, mucilage and condensed products derived from the marijuana and seeds even when they are mixed with other seeds; Juice and extracts of opium, prepared to smoke; Heroin, Poppy seeds, etc., **MEDICATIONS, PORNOGRAPHY, EXPLOSIVES, FIREARMS AND AMMUNITIONS, HAZARDOUS MATERIALS, SHELLS, SAND, CREDIT OR DEBIT CARDS OR ANY FORM OF PAYMENT METHOD.**

**Personal used articles, including sports gear, cannot be imported for convention/event purposes and may cause additional expenses to be cleared by Customs**. It is better to import only new products.  Also, keep in mind that used clothes are considered Prohibited Commodities.

EXHIBITIONS CARGOhas the right to reject and return to Customer at Customer´s expense any shipment tendered to it in violation of the Customer´s warranties as set forth herein.

**If the** **Customer provides false, inaccurate information or omissions that may result in a fine surcharge or sanction by the Customs or Fiscal authority, it is the Client’s absolute responsibility to cover the corresponding amounts**.

1. **Reception at the consolidation warehouse.**
* EXHIBITIONS CARGO will **provide a shipping label that includes the Consolidation warehouse address**. This **label should be located on one side of each box or pallet**.
* A limit date to receive your boxes at the Consolidation Warehouse **will be provided** in order to meet the delivery date requested by the Customer.
* **If you find it difficult to meet the proposed date, please contact us to review express services and deadlines**.
* **Let us know the tracking numbers if you use your own courier account**.
1. **Quote payment:**

The quotes provided are estimates considering the information provided by the client and It may change based on the actual weight, volume, surplus or deficit of goods or any other factor not known by Exhibitions Cargo. EC will let you know the date to pay the quote, which may be a down payment or the full payment of the quote before the delivery to its final destination.

**Final Costs:**

Seven days after the delivery EC will issue the final cost based on the actual weight, volume and factors that may have affected it. In case there is a difference the Client accepts to pay the balance within 7 calendar days after the invoice for such difference is issued.

**Temporary Imports:**

Items not to be given away and that will be returned once the event has finished. Entry of the shipment and return to origin require a formal customs declaration (EXHIBITIONS CARGO customs broker). These items do not pay VAT or Import Tax. It will be required a **Security Deposit**, held in trust in an amount equal to the import taxes. This Security Deposit will be refunded once the merchandise has been returned into the Country of Origin. The shipment must be returned via Exhibitions Cargo with the proper customs declaration.

The temporary shipment cannot be returned on a carryon luggage, courier (Fedex/DHL/UPS), other shipping company or left in the country where the event took place.

1. **Returns to Origin**

**The goods imported temporarily cannot be returned on a carryon luggage, courier (FedEx/DHL/UPS) or through other shipping company.** The shipment must be shipped back via Exhibitions Cargo with the proper customs declaration, if not the Client accepts to pay additional charges established by customs at destination for the non-returned products.

Return shipments must be inventoried, packed and addressed by your personnel at the end of the event. Mind that merchandise not declared in the contents of your boxes, can be cause for fine or even confiscation of the shipment. Please do not ship back:

* Wines and Spirits. You may take 2 liters of any kind of alcohol beverages in your luggage.
* Medical equipment and supplies, including first aid kits, medicines, and repellents.
* Cigarettes, cigars, tobacco and lighters.
* Food & Cosmetics:  For food and cosmetics imports, we require a Health Permit that must be processed weeks before shipping them.
* Used clothing.
* Sand, shells, starfish and stones.
1. **Indemnification/Hold Harmless**

Each party will indemnify, defend and hold harmless the other from all loss, liability or claims to the extent same is caused by a negligent or willful act or omission of their respective agents, employees or subcontractors in the performance of this contract.

1. **Governing Law/Consent to Jurisdiction and Venue**

This Service Agreement and the relationship of the parties shall be construed according to the laws of the State of Illinois without giving consideration to principles of conflict law. Customer and Exhibitions Cargo irrevocably consent to the Jurisdiction of the United States District Court for Northern Illinois and the State courts of Illinois. The parties agree that any action relating to the services performed by Exhibitions Cargo, shall only be brought in said courts. The parties’ further consent to the exercise of in personam jurisdiction by said courts over it and agree that any action to enforce a judgment may be instituted in any jurisdiction.

**EXHIBITIONS CARGO USA LLC.**

* +1 (312) 373 9257, +1 (619) 793 5414

10 S. Riverside Plaza, Suite 875, Chicago, IL. 60606

[www.exhibitionscargo.com](http://www.cicsalogistics.com) . info@exhibitionscargo.com

1. Additional information may be requested according to Destination or product requirements. [↑](#footnote-ref-1)