



TERMS AND CONDITIONS · DOMINICAN REPUBLIC

TERMS AND CONDITIONS OF SERVICE OF FIXO CARGO, SRL

Fixo Cargo, SRL · RNC 130877149

Updated May 2025

fixocargo.com

This English version is a translation provided for convenience. If there is any discrepancy, the Spanish version prevails.

LEGAL INFORMATION AND ADDRESS

Fixo Cargo, SRL, RNC 130877149, is a company organized under the laws of the Dominican Republic, engaged in customs services and in the domestic and international transport of parcels and courier shipments. Its warehouse in the United States operates under the corporate name FIXO CARGO INC at the following address: **8220 NW 68TH STREET, MIAMI, FL 33166.**

1 DEFINITIONS

- 1.1. Membership:** The customer's individual registration on the Fixo Cargo platform, which grants a unique identification code to receive mail, packages and goods.
- 1.2. International Address:** The physical address assigned by Fixo Cargo abroad to receive shipments in the customer's name.
- 1.3. Services:** All logistics services offered by Fixo Cargo, including transport, storage, customs and domestic delivery, among others.
- 1.4. Web Portal:** Fixo Cargo's digital platform where the customer manages their account and services.

2 REGISTRATION AND USE OF THE MEMBERSHIP

- 2.1.** By registering with Fixo Cargo, the customer accepts these Terms and Conditions.
- 2.2.** The customer will receive an exclusive user code that must be included on all purchases and shipments. The customer is responsible for keeping it confidential.
- 2.3.** The customer must provide truthful, current and complete information. Any incorrect information may result in the suspension or closure of the account.
- 2.4.** Use of the account is the sole responsibility of the customer, who must keep their password confidential and report any unauthorized access immediately.

- 2.5.** Fixo Cargo may suspend or cancel accounts in the event of false information, prolonged inactivity or evidence of misuse.
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3 SERVICES OFFERED

Fixo Cargo offers the following services:

- Receipt of packages in the US and Spain for shipment to the Dominican Republic.
 - International shipments from the Dominican Republic (exports and returns), offered only to the US.
 - Home delivery in authorized areas.
 - Complementary logistics services such as consolidation of goods, pickup and last-mile delivery.
 - Repacking, consolidation and storage services.
 - Required formalities before the customs authorities, on behalf and in the name of the customer.
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4 PROHIBITED GOODS

The following items are not accepted under any circumstances:

- Firearms and ammunition
- Drugs and controlled substances
- Cash or negotiable instruments
- Pornographic material
- Explosives, flammable liquids and hazardous chemicals
- Perishable food, live animals and plants
- Products prohibited by the laws of the US, Spain or the Dominican Republic

Any attempt to ship such goods is the sole responsibility of the customer.

5 RATES AND PAYMENTS

- 5.1.** Rates are calculated per pound of actual or volumetric weight. Certain restrictions apply.
- 5.2.** The minimum weight charged is 0.80 pounds.
- 5.3.** Rates may change without prior notice. Current rates are published through official channels.
- 5.4.** The customer must pay when picking up the package, or may authorize Fixo Cargo to charge their registered card automatically.
- 5.5.** Storage may be charged on packages not picked up after 30 days (US\$1.00 per day).
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6 DELIVERY AND ROUTES

- 6.1.** The customer may receive their packages by delivery in the areas covered by Fixo Cargo.
- 6.2.** The customer may also pick them up directly at our branches.
- 6.3.** The customer must notify in writing the details of the people authorized to receive their packages.

7 CLAIMS AND RETURNS

- 7.1. The customer must inspect their package upon receipt. Once it is accepted, no claims for visible damage are accepted.
- 7.2. To start a claim, the customer must report it when picking up the package at the branch. Claims for packages delivered to the customer's home are not accepted.
- 7.3. Claims will be answered within up to 10 business days.
- 7.4. Claims for packages already handed over to carriers are not accepted.

8 LIMITATIONS OF LIABILITY

a) **Fixo Cargo will not be liable for:**

- Customs holds or seizures.
- Delays due to missing documentation.
- Loss or damage caused by third parties (airlines, couriers, customs, etc.).
- Loss of packages not identified with the customer's code.
- Claims for items that arrived in poor condition from the supplier.
- Packages abandoned or auctioned by Customs.
- Packages claimed to have been delivered to our warehouses that do not appear in our systems, even if the carrier has proof of delivery.
- Breakage of fragile products without adequate packaging.
- Televisions and glass of forty inches (40") diagonal or more, or glass of similar size: Fixo Cargo assumes no liability for breakage or damage unless the customer purchases the specialized repacking and wooden crate service, which has an additional cost.
- Packages handed over to carriers for final delivery.
- Products with manufacturing defects.

b) **For the export or return service:**

Fixo Cargo acts as an intermediary in handling export shipments. Once the goods are handed over to the designated carriers, Fixo Cargo is not liable for any inconvenience, delay, loss, damage or additional cost that may arise due to third parties, including but not limited to airlines, customs, carriers or other entities in charge of transporting or processing the cargo.

The customer acknowledges and agrees that any claim or dispute related to the handling of the goods after delivery to these third parties must be handled directly with the corresponding entity.

9 PROCESSING TIMES

Fixo Cargo has a period of **24 to 48 business hours** to process packages from their arrival at the warehouse in the US or Spain. Local delivery in the Dominican Republic takes place within the established times, depending on the area and the service chosen.

10 ACCOUNT CANCELLATION

Fixo Cargo may cancel accounts:

- Inactive for more than 12 months.
- With a history of fraud or misuse.
- With outstanding payments that have not been settled after several notices.
- With fraudulent information.
- Whose names do not match the holder's ID document (cédula/DNI); pending packages are subject to confiscation.

11 AUCTION AND DISPOSAL OF PACKAGES

If 45 days pass from the notice of a package's arrival without the customer picking it up or completing the required documentation, Fixo Cargo may dispose of it, including by auction or destruction.

12 TERM OF THE AGREEMENT

This agreement has an indefinite term for as long as the customer uses the services. It may be terminated by either party with at least 15 days' prior notice.

13 JURISDICTION AND GOVERNING LAW

This agreement is governed by the laws of the Dominican Republic. Any dispute will be heard by the competent courts of the Distrito Nacional.