

Customs Clearance and Shipping Services on Amazon Promotion UPS SCS-AVASK Pallets – Promotion Terms and Conditions – effective as of 27th May 2024

- 1. General.** This Customs Clearance and Shipping Services on Amazon Promotion (this 'Promotion') is only available (i) to sellers ('you', 'your' or "Eligible Selling Partner") established in the United Kingdom ('UK') or certain European Union ('EU') countries as further described below in 2. and selling to customers across the border (between the EU and UK) who (ii) have an 'Eligible Selling Account', meaning the seller is using Fulfilment by Amazon, (iii) shipping via Less than truckload (LTL) or a Full truckload (FTL), (iv) where you purchase shipping or freight forwarding services from UPS Supply Chain Solutions ('UPS SCS'), and corresponding services related to customs clearance ('Customs Services'), from AVASK Accounting & Business Consultants LTD, 5 Kew Road, Parkshot House, Richmond, Surrey, TW9 2PR, United Kingdom, ("Service Provider", "AVASK"), in connection with cross-border Less than truckload (LTL) or Full truckload (FTL) shipments between the United Kingdom ('UK') and European Union ('EU') countries as further described below in 2., (v) fulfilling the promotion criteria specified in section 4 below and (vi) who hasn't been participating in any other promotion related to the Customs Clearance and Shipping Services on Amazon. By participating in this Promotion, you accept these terms and conditions (the "Promotion Terms").
- 2. Duration of the Promotion.** The Promotion ends on 31st December 2024, meaning that all Eligible Selling Partners who have ordered cross-border Less than truckload (LTL), Full truckload (FTL) from United Kingdom to an Amazon fulfilment centre in European Union (specifically, Germany or France) or from Germany to Amazon fulfilment centres in the United Kingdom with the Service Provider during the Promotion Period (each an "Eligible Shipment") will be eligible to receive the Promotional Reward as described below.
- 3. Promotional Reward:** 1 year free Indirect Representation (otherwise charged at EUR 200 per year) starting from your first shipment creation date if your first shipment is created within 3-months from date of the signing the power of attorney with your Service Provider and not later than 31 December 2024; Custom brokerage fees (EUR 60 per shipment) for the first consignment (in total after signing up to the Customs Service) for free, if booked within 3-months from date of the signing the power of attorney with your Service Provider (total value of reward: EUR 260). Any subsequent consignment will be subject to a Custom brokerage fee of EUR 60 per consignment; and after 1 year from first shipment creation date (if undertaken within the timelines mentioned in this Clause 3) the annual Indirect Representation will be subject to a fee of EUR 200 per year. If first shipment isn't created in three months after signing POA, or latest by 31 December 2024, the Indirect Representation fee will be charged full (EUR 200 per year), at the time of first shipment creation.
- 4. Promotion Criteria:** To benefit from this Promotion, you must:

 - (i) Sign up to the program by submitting AVASK Qualtrics form between 27 May and 31 December 2024;
 - (ii) Send your first shipment latest by 31 December 2024, after signing up for Customs Services with the Service Provider, in connection with an Eligible Shipment. For custom brokerage fees promotion, you may benefit from this promotion for the first consignment provided it is booked within the relevant period mentioned in Clause 3 above.
 - (iii) Provide to the Service Provider within the relevant timescales as required by them, all information, documents and signatures necessary to receive the Customs Services, as determined by the Service Provider;
 - (iv) Have an Eligible Selling Account active for the duration of the time in which you receive the Customs Services;
 - (v) Make timely payment to the Service Provider as described below;
 - (vi) Comply at all times with the applicable terms and conditions of the Service Provider; and
 - (vii) Have received and paid the relevant invoice from the Service Provider for Brokerage Services.

5. **Your Information** To enable the Service Provider to provide the Customs Services on your behalf, you provide the Service Provider with all necessary information that the Service Provider requires to provide the Customs Services (which is the following data: a) for natural persons: i. Full name; ii. Email address; iii. Telephone number; iv. Seller account name in Seller Central; v. Date of birth; vi. Residential address, full address with postcode; vii. Business address, full address with postcode; and b) For legal entities: i. Registration number of the company; ii. Company name of the company; iii. Seller account name in Seller Central; iv. Full name of primary contact; v. E-mail address of primary contact; vi. Phone number of primary contact; vii. Product list; viii. Registered business address, full address with postcode. The above data will be collected via an external web form (not hosted or managed by Amazon) where you will also be asked to provide any other information that AVASK requires in order to provide the Customs Services to you. You can find a list of the additional information you are required to provide via the following [link](#). The data collection via the aforementioned web form and the processing of the data for the purposes of the Customs Services is carried out by the Service Provider in accordance with the Service Provider's [privacy policy](#). The Service Provider will share the following information with Amazon for the purposes of this Promotion: i. Seller account name in Seller Central, ii. Details of your progress in obtaining the Customs Services, iii. confirmations of each Eligible Shipment and iv. details of invoices for amounts owed by you to the Service Provider in respect of the Customs Services to enable Amazon to verify that the Promotional Reward is payable and/or has been properly used.

When sending inventory from the EU to the UK, in line with requirements of the Fulfilment House Due Diligent Scheme (FHDDS) regulation in UK, you will also authorize Amazon to collect Import Entry Numbers (IENs) for your goods and any other necessary customs related information from the Service Provider, which Amazon may need to provide to UK Customs authorities upon request.

6. **Payments/Payment Deadline/Expiry of Promotional Reward.** As a **requirement to participate** in this Promotion, you will pay custom brokerage fees per consignment & custom duties per consignment (to the extent not covered by the Promotional Reward). These will be charged to you via an invoice from the Brokerage Service Provider. You will be required to complete payment of custom brokerage fees at the time of booking to the service provider & custom duties within 7 business days from the invoice date. In case of non-payment within 7 days, you will become ineligible for the Promotional Reward and will be responsible for meeting the full cost of the services performed by the Service Provider with your own funds.
7. **Costs and Fees not covered by the Promotion.** This Promotion only applies to the Promotional Reward and does not cover any other costs, fees or expenses whatsoever (including without limitation freight charges, inspections costs, translation costs, notarization costs, courier costs, taxes or duties payable, any customs clearing costs or fees to the carrier or freight forwarder, or any additional costs or funds required by the Service Provider.) It also does not cover shipping expenses from your facility to Amazon's fulfilment centre.
8. **Additional Terms.** Participation in the Fulfilment by Amazon program is subject to the FBA terms and policies in the [Amazon Services Europe Business Solutions Agreement](#), which also means that certain goods are not currently supported on Customs Clearance and Shipping Services on Amazon such as Dangerous Goods (view the complete list [here](#)). Customs Services are provided by external service providers and are subject to the relevant provider's terms and conditions. You will be contracting directly with the Service Provider, who will be providing the Customs Services to you at your direction and expense. Amazon does not provide customs brokerage, or direct or indirect representation services and is not responsible for any losses, costs, expenses or liabilities incurred by you or the Service Provider arising out of or in connection with the Customs Services. If you do not meet the requirements set forth in these Promotion Terms, you will not be entitled to the Promotional Reward and Amazon reserves the right to recover any Promotional Reward amount from you in connection with this Promotion. Amazon may modify the terms of this Promotion at any time at its sole discretion.
9. **Termination.** These Promotion Terms will automatically terminate upon: (i) the termination of the relevant Service provider Terms, or (ii) notice by us at our sole discretion.