

## **SHAVINGS-DIRECT delivery terms outside North America**

*Our company herein referred to as "SHAVINGS-DIRECT™"*

*The customer herein referred to as "customer"*

**Acceptance of Orders:** All orders submitted through our website are confirmed by e-mail, fax or post after submission, no order should be deemed to be accepted without this confirmation. All orders are fulfilled subject to these terms and conditions. It might not be possible for us to accept orders for certain items for delivery to certain countries.

**Currency:** Prices quoted are in USD (US Dollars) or in any other currency on request or by our choice, all payments are to be made in the currency quoted. If payment is made in a currency other than quoted a 5% conversion fee may be applied. Credit cards services may convert funds for you. All currency conversions will be made per the day of conversion closing foreign-exchange ratio set in New York. Foreign-exchange ratios will be calculated using the JP Morgan foreign-exchange desk.

**TAX** is your responsibility to pay unless you are a non-exempt end customer/user located in New York State. You are responsible to pay all local, country and import/export tariffs assessed by your local or country government. You are responsible to research and comply with all local laws. SHAVINGS-DIRECT or affiliates takes no responsibility for such compliances.

**Shipping/Carriage:** Prices quoted are subject to the terms of the individual quote. SHAVINGS-DIRECT™ quotes products as FOB, CY, CNF or SD and may change or modify quotes per customer's request. Export quotes are most commonly done as CY (cost of goods including delivery to our port, customer pays shipping from shipper's port to their location) or CNF (cost of goods including freight to customer's port) either way customer is responsible to pay all applicable destination charges. Delivery time is subject to certain conditions including but not limited to shipping line availability, truck availability, equipment availability, product availability and schedule. In the event of unforeseen circumstances out of SHAVINGS-DIRECT'S control Force Majeure may apply.

**Damage in Transit:** Customer will be responsible to ensure that shipping line or local truckers are insured in the event that goods are damaged. Quality related damage issues or quality disputes must be made within 48 hours of inspection of merchandise.

**Payments:** Payment instructions will be included with each Performa invoice. Any questions related to payments or money transfers may be directed to USA+ 845 609 7317 Joan Loparrino.

**Warranties/Guarantees:** SHAVINGS-DIRECT™ stands behind the products that we sell. Quality disputes must be made within 48 hours and will be rated/credited on a reasonable quality credit and decision process made by the original product manufacturer. A quality dispute does not relieve the customer of responsibility to pay in full for products according to the terms and conditions of the sale. Credits may be given with future credits to towards product orders. Quality inspections will be made by the USDA APHIS plant and inspection service located in New York USA. There are no credits given for late or delayed shipments. Customer is responsible to ensure that they have products on hand for their use regardless of the delivery time of SHAVINGS-DIRECT products (*further conditions may apply based on product and terms of sale*).

**Returns and Refunds:** There are no returns on good unless shipped back by a government inspection agency for any reason. Customer must pursue all remedies available to work with local

government agencies in the event of the danger of a ship back to get products entered in to their country. Customer will be responsible for full payment of freight, ship back freight and product cost in the event that the customer failed to do proper documentation and notification on their end to local authorities. No refunds will be granted unless a severe quality issue prevents the goods from entering the destination country.

**Cancellations:** Any cancellation must be made before shipping line booking numbers are issued. Any cancellation made after that point will be subject to costs related to the cancellation plus a 10% administrative fee. Diversion fees/administrative fees will apply to any shipment that consignee location has been changed during route.

**Payment & Retention of Title:** Under normal circumstances, goods must be paid for prior to dispatch. If for any reason, goods are agreed to be shipped prior to clearance of payments, title in the goods shipped belongs to SHAVINGS-DIRECT™ and AGRI SALES USA, INC affiliates until payment in full for the goods is received in the US office.

**Confidentiality:** We undertake to exercise all reasonable precautions to keep information supplied to us by customers strictly confidential. We do never supply mailing information to third parties.

**Applicable Law and Courts of Jurisdiction:** All transactions undertaken will be governed by the laws of the state of New York USA.

**Terms:** These terms and conditions may be changed at any time with no notice to customer or any party.

*SHAVINGS-DIRECT™*  
*.COM*