



### **FULFILLMENT SERVICE TERMS AND CONDITIONS**

Version 1.0

Welcome to the Fulfillment Service Terms and Conditions of KIKI. This document sets forth the conditions under which KIKI provides Fulfillment services to the CLIENT and constitutes an integral part of the Service Agreement entered into between the Parties.

These terms specifically apply to Clients operating in the United States, Mexico, Colombia, and Peru, through the local or international entities affiliated with the multinational group KIKI LATAM.

We invite you to read these terms carefully. Here you will find a clear and transparent explanation of the conditions, scope, rights, and responsibilities related to our services.

### **Definitions**

- **a) Agreement:** Refers to the General Terms and Conditions that the CLIENT agrees to with KIKI through the Service Form to access any of the available service categories.
- **b) CLIENT:** Refers to any individual or legal entity that contracts, acquires, or uses the services offered by KIKI, either directly or through authorized third parties, and who is identified in the commercial proposal, Service Form, Agreement, service order, or any equivalent document, and who expressly accepts these Terms and Conditions.
- **c) Distribution:** Refers to coordination with local and national carriers for deliveries to the final consumer, distribution centers, or points of sale.
- d) Final Consumer: A natural person who has purchased the CLIENT's Merchandise.
- **e) Fulfillment:** Refers to the services covered by these Terms and Conditions, under which KIKI will provide the CLIENT with Receiving, Storage, and Order Preparation services for the goods the CLIENT has chosen to store with KIKI.
- **f) KIKI:** Means Kiki Commerce LLC or Kiki Latam LLC, its parent company, subsidiaries, related companies, agents, third parties, or representatives.
- **g) Logistics Partner (Aliado Logístico):** Refers to any individual or legal entity, other than KIKI, contracted by KIKI to provide transportation, storage, distribution, or other supply chain services necessary for fulfilling the services under the Agreement.
- **h) Merchandise:** Refers to the products provided by the CLIENT for Fulfillment services, as detailed in the Annex to the Product Value Declaration Act, which shall be attached to the Service Form.
- i) **Pallet:** Refers to the storage space allocated by KIKI for the CLIENT's merchandise, which shall not exceed a maximum size of 39 x 47 x 39 inches (width x length x height).
- **j) Receiving:** Refers to the moment when KIKI receives the merchandise from the CLIENT at its storage facilities, where it is received, counted, classified, and stored.





- **k) Service Form:** The document sent by KIKI to the CLIENT to formalize the commercial relationship. It contains the data of both parties, the contracted services, and payment information. Signing it formalizes the start of the commercial relationship with KIKI.
- **I) Storage:** Refers to the activity by which KIKI safeguards the CLIENT's merchandise.
- **m) WMS:** Abbreviation for Warehouse Management System, a software platform that enables the electronic management of inventory for the storage of the CLIENT's merchandise.

## Frequently Asked Questions about the Fulfillment Service

To facilitate understanding of the Fulfillment Service, the following section presents a series of questions and answers that address the key aspects of this service modality. This format serves an explanatory purpose but forms an integral part of these Terms and Conditions and is fully binding on the Parties. Therefore, the answers provided herein constitute a structured and accessible explanation of the rights, obligations, processes, and limitations applicable to the service.

### Servicio General

### 1. What is the General Scope of the Service?

KIKI will provide the CLIENT with the logistics services detailed below, subject to its operational capacity and the terms of the applicable contract.

These services do not imply, at any time, the acquisition of title, ownership, or legal responsibility over the goods by KIKI.

#### 2. How does the merchandise reception process at KIKI begin?

The process begins with a reception order issued by the CLIENT, formalized through the Product Value Declaration Form, where details such as quantity, merchandise characteristics, and estimated entry date are recorded.

#### 3. What happens once the merchandise is physically received at the warehouse?

KIKI records the merchandise in its WMS system using the reference number (SKU), batch, or other criteria previously defined by the CLIENT, based on the information from the Product Value Declaration Form.

#### 4. How are products classified and labeled?

Products are classified by type, presentation, or destination, according to the categories established by the CLIENT in the Product Value Declaration Form. The registered SKU is used for this process.





#### 5. What storage conditions does KIKI offer for merchandise?

KIKI guarantees standard commercial conditions for merchandise conservation, assigning space according to the nature, volume, and rotation of the inventory.

#### 6. Are there any restrictions on the dimensions of stored merchandise?

Yes. The maximum allowed dimensions are  $99 \times 119 \times 99$  cm (width x length x height). If the merchandise exceeds these dimensions, it will be assigned an additional pallet.

#### 7. How is inventory managed within KIKI's system?

KIKI performs real-time inventory control through its WMS system and generates periodic or on-demand reports reflecting entries, exits, and stock levels.

#### 8. How are orders prepared for shipment?

KIKI picks the products based on the orders issued by the CLIENT and packages them according to the technical or commercial specifications provided by the CLIENT.

### 9. What additional services does KIKI offer and how can they be requested?

KIKI offers additional services for an extra charge, which can be requested by the CLIENT through the channels enabled by KIKI (email, comments in the Service Form, depending on the case). These services allow the logistics operation to be tailored to the CLIENT's specific needs and enhance the End Consumer's experience. The main services are described below:

- **Insurance:** Additional coverage for the merchandise during storage or transportation, protecting the CLIENT against losses, damages, or incidents, under the terms and conditions established by the corresponding insurance provider.
- **Validated Count:** Physical and systematized verification of the number of units received, stored, or dispatched to ensure inventory accuracy.
- Pre-packaging: Packaging service prior to storage or dispatch, including the use of specific materials requested by the CLIENT or defined by KIKI based on the type of product.
- Product Inspection: Visual and/or technical review of the merchandise to verify compliance with the quality, presentation, or functionality standards defined by the CLIENT.
- **FEFO Service:** Order preparation based on the "First Expired, First Out" principle, applicable to products with expiration dates, ensuring efficient inventory rotation.
- **Relabeling:** Replacement or placement of labels on products or packaging in accordance with the CLIENT's commercial, regulatory, or logistical requirements.





- **Kit Preparation:** Assembly of promotional packages or specific product combinations (bundles), following personalized presentation or configuration instructions.
- **Special Order Preparation:** Order preparation process that requires particular conditions outside the standard operational flow, reinforcing the packaging conditions.
- Quality Control: Detailed evaluation of products to verify physical, functional, or aesthetic characteristics, in accordance with criteria previously defined with the CLIENT.

# 10. Are these services included in the initial proposal or do they require additional payment?

These services are subject to prior quotation, authorization, and payment by the CLIENT.

## **Liability Limitations**

### 11. Who is legally responsible for the Merchandise stored or handled by KIKI?

The legal, tax, and administrative responsibility for the goods stored, handled, transported, or distributed lies solely and exclusively with the CLIENT.

# 12. Does KIKI assume any responsibility for the nature, origin, or value of the Merchandise?

No. KIKI assumes no legal, customs, tax, regulatory, or commercial obligation arising from the nature, origin, value, or destination of the goods. If any penalties arise from these matters, the CLIENT shall indemnify KIKI for any damages, fines, or sanctions imposed.

#### 13. Is KIKI liable for losses, theft, or damage to the Merchandise?

Only if it is proven that there was gross negligence, directly and solely attributable to KIKI's personnel. In all other cases, liability lies with the CLIENT.

#### 14. What type of insurance must the CLIENT have to protect their Merchandise?

The CLIENT must have a valid insurance policy that covers potential losses of their merchandise. If desired, the CLIENT may request KIKI to acquire such a policy, assuming the corresponding costs.

#### 15. What value is recognized in the event of a loss attributable to KIKI?

If KIKI is directly responsible, its liability is limited to the production value of the merchandise, as detailed in the Production Value Declaration Form.

#### 16. What is the Production Value Declaration Form?

It is a formal annex to the Service Level and Indemnity Policy, in which the CLIENT declares the





production values of the products that will be produced or delivered to KIKI for services such as Production, Fulfillment, or Logistics Transport.

#### 17. What does the Service Level and Indemnity Policy contain?

This policy defines the minimum service standards, the scenarios under which compensation may be granted, the required documentation, maximum amounts, and procedures for filing claims.

#### 18. How will KIKI compensate the CLIENT for losses?

Only under the terms, conditions, and limits established in the Service Level and Indemnity Policy, available at: <a href="https://kikilatam.com/sla">https://kikilatam.com/sla</a>

#### 19. What happens if the CLIENT does not have an insurance policy?

In that case, KIKI will not be responsible for any damage, loss, or indemnity related to the Merchandise, even in the following situations:

- Lack of declared value or ownership documents.
- Hidden defects or poor packaging.
- Technical failures of the product without prior instructions.
- Indirect damages or loss of opportunities.
- Force majeure events, such as natural disasters, riots, or fires.

## **Acceptance**

#### 20. When is the Fulfillment Service considered accepted by the CLIENT?

The service is deemed accepted when:

- a) The CLIENT signs the Service Form, Service Order, or applicable Contract; or
- **b)** The CLIENT does not submit written objections to the commercial proposal within five (5) calendar days and proceeds with the corresponding payment, which implies full acceptance of the terms.

# **21. What requirements must Merchandise not produced by KIKI meet to be accepted?** They must:

- a) Be properly packed, wrapped, labeled, and marked.
- **b)** Be registered through the Production Value Declaration Form.





- **c)** Comply with the tax and regulatory requirements of the country of origin and destination.
- **d)** Be free from damage, contamination, hazardous waste, or materials that pose a risk.

#### 22. Can KIKI reject CLIENT merchandise? Under what circumstances?

Yes. KIKI may partially or totally reject merchandise not produced by it if:

- **a)** It does not meet the logistical or technical requirements.
- **b)** It presents inconsistencies compared to the registered information.
- **c)** It falls outside the scope of the agreed service.
- d) It is considered dangerous, illegal, counterfeit, or risky.

## 23. What actions can KIKI take if it rejects merchandise?

KIKI may:

- a) Reject physical reception.
- **b)** Notify the CLIENT for immediate collection.
- c) Charge fees for failed delivery attempts, additional handling, or inspection.
- **d)** Charge for preparation services (packing, labeling, barcodes, etc.).

#### 24. Can KIKI perform inspections after receiving the merchandise?

Yes. KIKI may perform subsequent inspections and, if non-compliance is detected that was not initially evident, it may:

- a) Notify the CLIENT.
- **b)** Temporarily suspend service on said products.
- c) Require relabeling, repackaging, or immediate removal.
- **d)** Apply additional charges if the non-compliance causes operational surcharges.

## **Goods Reception**

#### 25. How many types of Goods Reception modalities does KIKI offer?

KIKI offers three reception modalities, depending on the service contracted by the CLIENT:





#### • Reception with production service contracted:

KIKI manages reception together with its Production Partner. The CLIENT must complete the Production Value Declaration Form, indicating quantities, traceability, and values.

### • Reception at warehouse without production service:

KIKI receives the merchandise at its own warehouses or those of its Logistics Partner. The CLIENT must submit the Form with the product list, quantities, value, and a notice of arrival at least 48 hours in advance (or within the time frame indicated by KIKI).

• Collection at CLIENT's designated location without production service:

KIKI collects the merchandise at the CLIENT's indicated location through its Logistics

Partner. This modality implies additional costs that will be quoted in advance to the

CLIENT.

#### 26. Is it mandatory to complete the Production Value Declaration Form in all cases?

Yes. Regardless of the reception modality, the CLIENT must complete the Production Value Declaration Form, which must be approved by both parties (KIKI and the CLIENT) prior to delivery, reception, or collection of the goods.

# 27. What information must be included in the warehouse arrival notice when there is no production service?

The notice must be submitted at least 48 hours in advance (or within the time specified by KIKI) and must include:

- Estimated time of arrival
- Detailed list of products
- Quantities
- Documentation certifying the value and production quantity

#### 28. What is the minimum timeframe for submitting a goods arrival notice?

The CLIENT must submit the arrival notice at least 48 hours in advance, together with the duly completed Production Value Declaration Form, and include:

- Estimated time of arrival
- Detailed list of products
- Quantities
- Documentation certifying the value and production quantity





# **29.** When is merchandise considered officially received by KIKI? Only when:

- a) It does not have an illicit origin.
- **b)** It matches the submitted documentation.
- c) It has proper permits if special handling is required.
- **d)** KIKI explicitly accepts it at its sole discretion.

# 30. Is KIKI liable for discrepancies or the condition of the Goods upon delivery if production service was not contracted?

No. If the CLIENT does not request the Production service, KIKI is exempt from responsibility for discrepancies or the condition of the goods upon delivery. In case of discrepancies between the arrival notice and the actual merchandise, KIKI will notify the CLIENT at the time of the incident so that appropriate actions can be taken.

#### 31. How will KIKI notify the CLIENT of the arrival of the Goods?

KIKI will notify the CLIENT electronically, detailing the merchandise received in terms of codes, quantities and/or packages received, arrival dates, as well as any incident that occurred during the reception process.

#### 32. What types of incidents can occur with Goods not produced by KIKI?

In such cases, when the merchandise is not produced by KIKI, the incidents may include, but are not limited to:

- **a)** The merchandise is illegal or hazardous.
- **b)** The merchandise is defective, damaged, incomplete, or includes more items than stated in the arrival notice.

#### 33. What additional requirements are considered when receiving the Goods?

When required, the CLIENT must provide a valid fumigation certificate for the merchandise before it enters the warehouse, in compliance with applicable health regulations in the United Mexican States. If the certificate is not provided, KIKI may refuse to receive the goods until the required documentation is submitted to ensure compliance with current sanitary regulations.

#### 34. Does KIKI acquire ownership of the Goods upon receipt?

No. Ownership remains at all times with the CLIENT. KIKI only retains a security interest over the goods in connection with payment for services rendered, unless otherwise expressly agreed.

#### 35. Under what conditions is the reception of Goods carried out?





- **a)** KIKI will release the Goods only upon written or electronic instructions from the CLIENT
- **b)** KIKI is not responsible for errors resulting from verbal requests or instructions not confirmed in writing.
- **c)** Delays caused by force majeure or system failures release KIKI from all liability and do not suspend storage charges.

## **Storage**

#### 36. Does KIKI maintain an inventory of the CLIENT's Goods?

Yes. KIKI will maintain an inventory of the Goods or products under its custody, which the CLIENT may review or consult with KIKI's prior authorization.

#### 37. What happens in case of inventory discrepancies?

If the inventory prepared by KIKI presents differences between the system records and the physical stock, the CLIENT may validate the balances to be compensated under the Service Levels and Compensation Policy, which is an integral part of these Terms and Conditions.

**38.** What happens if the CLIENT wishes to withdraw all their Goods from the warehouse? In case of total withdrawal, the CLIENT must pay in advance any outstanding balance (if applicable). Upon completion of this service, the CLIENT commits to settling all outstanding debts with KIKI; once this is done, KIKI, at its sole discretion, will return the Goods in its possession upon the CLIENT's request.

# 39. What happens in case of product loss due to poor packaging when KIKI was not the CLIENT's production provider?

If the CLIENT does not contract KIKI's production service, the CLIENT guarantees that all their merchandise has been properly packaged. Therefore, KIKI is not responsible for any product loss caused by the packaging or stacking of the CLIENT's goods on pallets.

The CLIENT acknowledges that KIKI does not possess technical knowledge about the specific characteristics of the Goods, and therefore will not be liable for defects, technical failures, or malfunction of the products, regardless of their origin. KIKI will only be liable in cases where such issues are a direct result of its own omission or improper practices in service execution.

# 49. What should the CLIENT do if their Goods require special handling or preservation conditions?

The CLIENT is responsible for informing KIKI in advance of any special requirements for handling, preparation, or preservation. If special preparation is required, the CLIENT must notify KIKI so it can issue a corresponding quotation. All additional costs will be borne by the CLIENT.

# 41. What happens if the CLIENT does not inform KIKI of special requirements or does not approve the related charges?





If the CLIENT fails to provide this information or approve the associated charges, and damages, losses, or deterioration occur as a result, KIKI will not be held liable.

## **Inventory**

#### 42. Can the CLIENT request a physical inventory count?

Yes. The CLIENT may request a physical inventory count with at least thirty (30) calendar days' notice. This service carries an additional cost, which will be quoted by KIKI and borne by the CLIENT.

# 43. What happens if there are discrepancies between the registered and actual inventory?

KIKI will notify the CLIENT, informing them of the nature and scope of the discrepancies so that corrective measures can be taken.

## **Final Disposal and Goods Deregistration**

- **44.** What happens when the CLIENT wants to permanently remove goods from storage? Goods intended for permanent removal (e.g., scrapping, donation, destruction) will be managed by KIKI in accordance with the applicable laws, regulations, and standards in the country where the service is provided.
- **45.** What happens if the goods are considered waste (hazardous or non-hazardous)? In such cases, their handling, transport, and final disposal will follow current environmental, health, and waste regulations in the applicable jurisdiction.

#### 46. Who is responsible for the costs and permits related to final disposal?

The CLIENT is responsible for covering all related costs, authorizations, permits, and for providing KIKI with all necessary documentation to comply with local disposal regulations. This includes transportation, decommissioning reports, administrative acts, or other applicable local requirements. If there are funds available from collections, the costs may be deducted directly. Otherwise, KIKI reserves the right to invoice the CLIENT for all incurred expenses. KIKI, in turn, will provide operational support to manage the final disposal under the previously defined and approved terms with the CLIENT.

**47. What happens if the commercial relationship ends and the goods remain in storage?** KIKI will send an electronic notice informing the CLIENT that if the goods are not withdrawn within thirty (30) calendar days, they will be considered abandoned and may be disposed of by KIKI without liability.

### 48. Can KIKI discard or donate goods without authorization?

Yes. If the goods are unclaimed within the given period, are deteriorated, pose a risk, or are





considered hazardous, KIKI may, with at least 3 days' prior notice, discard, donate, sell, or otherwise dispose of them according to applicable regulations.

#### 49. What happens if the CLIENT does not respond to the notification?

KIKI will be fully authorized to dispose of or destroy the goods at its sole discretion and without any further liability.

# 50. What is the CLIENT's liability limit regarding storage or damages to third parties caused by their Goods?

The CLIENT will be responsible for reimbursing KIKI for all costs and expenses incurred in the custody, handling, disposal, or sale of such goods, including any damages caused to third parties due to the nature, condition, or state of the goods.

### 51. How is the destruction service invoiced in Colombia (COL)?

- If the CLIENT uses the Cash on Delivery (COD) service: billing will be monthly.
- If the CLIENT does not use COD: billing will be weekly, and the CLIENT will have five (5) calendar days to make the payments.

#### 52. When do storage charges start accruing?

Charges begin to accrue from the moment KIKI assumes custody of the merchandise, regardless of the actual delivery date.

## **Transfers Between Storage Centers**

#### 53. Is KIKI authorized to transfer goods between storage centers?

Yes. The CLIENT expressly authorizes KIKI to transfer products between the storage centers of its Logistics Partners, in order to optimize inventory supply and strategically place products to reduce final distribution costs

#### 54. Who is responsible for the costs of transfers between storage centers?

The CLIENT is responsible for these costs, which will be invoiced based on the current rates previously communicated by KIKI.

#### 55. Must KIKI notify the CLIENT before transferring inventory?

Yes. Prior to any transfer, KIKI will notify the CLIENT, indicating:

- a) the exact quantity of units to be transferred;
- b) the estimated cost of the transfer; and





c) the origin and destination warehouses.

#### 56. What happens if the CLIENT does not approve the proposed transfer?

Orders will be dispatched from the closest fulfillment center with available inventory. In such case, the last-mile shipping fee will be calculated from that location, even if it results in a higher cost for the CLIENT.

## **Right of Retention**

#### 57. Can KIKI retain the merchandise if the CLIENT has outstanding payments?

Yes. KIKI reserves the right to retain merchandise under its custody until the CLIENT has fully paid the outstanding amounts.

#### 58. Does the CLIENT continue to incur costs while their merchandise is retained?

Yes. During the retention period, the CLIENT must continue paying for storage, handling, and any other applicable fees.

#### 59. Can KIKI sell the retained merchandise if the CLIENT fails to pay?

Yes. KIKI may liquidate the merchandise after thirty (30) days of non-payment, upon prior notice, applying the proceeds from the sale to the outstanding balance.

## **Goods Handling and Service Restrictions**

#### 60. What types of goods are not stored by KIKI?

KIKI does not store goods that pose legal, safety, or operational risks. Excluded items include: antiques, works of art, alcoholic beverages, perfumes, animals, human remains, narcotics, hazardous materials, weapons, pornography, counterfeit goods, or any items lacking proper legal documentation, among others.

#### 61. What happens if the goods exceed the allowed weight or dimensions?

The CLIENT is responsible for accurately indicating the weight and dimensions of each item. If the goods exceed the limits established in the contracted service, KIKI will charge the corresponding excess fees (based on actual or volumetric weight). KIKI may reject goods that do not comply with the previously agreed size specifications.

#### 62. What legal restrictions apply to the Fulfillment service?

KIKI will not provide Fulfillment services for goods prohibited by local, state, or national laws, or for goods that may pose a risk to its personnel, logistics partners, or equipment. This includes hazardous materials, items with strong odors, perishable products, and foreign goods without legal importation documentation.

#### 63. Does KIKI offer Fulfillment for perishable products?

KIKI does not provide special services for products requiring refrigeration or thermal





protection. If the CLIENT decides to store such goods, it will be at their own risk, and KIKI shall not be held liable for any resulting damage.

# 64. What are the CLIENT's obligations regarding the legality and documentation of goods?

The CLIENT must ensure that the goods are properly classified, identified, compliant with sanitary and customs regulations, and supported by all legally required documentation for their handling.

## **Right of Inspection**

#### 65. Under what circumstances can KIKI open and inspect the goods?

KIKI may open and inspect goods without the CLIENT's prior authorization in the following cases:

- **Odor or signs of leakage**: If goods show visible stains or emit unusual odors, it may be presumed they contain damaged, perishable, or hazardous products, justifying immediate inspection.
- **Inadequate or damaged packaging**: If the packaging is in poor condition or raises suspicion about its contents (e.g., possibly prohibited items), KIKI has the right to inspect it.
- **Suspicious shape**: If the shape of the package suggests it may contain restricted or prohibited items, KIKI may proceed with an inspection.

#### 66. Can KIKI inspect goods in other situations?

Yes. Aside from the cases above, KIKI reserves the right—without being obligated—to open and inspect goods at any time. However, KIKI will first request the CLIENT's consent. If the CLIENT refuses or fails to respond, KIKI shall be released from any responsibility related to those goods.

#### 67. Is KIKI liable if the goods are inspected by authorities?

No. The CLIENT acknowledges that their goods may be subject to inspection by federal, state, or local authorities and expressly releases KIKI from any liability arising from such actions.

### 68. In what cases may KIKI apply additional charges to the CLIENT?

An additional per-pound fee will apply to any goods whose physical or volumetric weight exceeds one (1) kilogram.





# SPECIAL OPERATING CONDITIONS AND LIABILITY TERMS FOR FULFILLMENT SERVICES IN THE UNITED STATES

The following Terms and Conditions govern the special conditions applicable to fulfillment operations carried out by KIKI in the United States, through its Logistics Partner, under the guidelines, conditions, and responsibilities established herein. The Parties acknowledge that logistics operations performed in the U.S. shall be subject to both the general contractual provisions and the specific terms and conditions set forth below.

#### 1. What are the warehouse receiving hours?

Receiving hours are Monday through Friday, from 8:00 a.m. to 4:00 p.m. (local warehouse time). Deliveries will not be accepted outside of this schedule.

#### 2. Is an appointment required to deliver goods?

Deliveries of ten (10) or more pallets require a scheduled appointment at least three (3) business days in advance. The CLIENT must coordinate the delivery directly with the KIKI team.

#### 3. What are the conditions for deliveries of fewer than ten (10) pallets?

Deliveries of fewer than ten (10) pallets must be notified and entered into the CLIENT Portal at least forty-eight (48) hours in advance for proper scheduling and reception.

### 4. What documentation must accompany each shipment?

Every shipment must include:

- A detailed purchase order with the following information: product description, SKU, quantities, lot, dimensions, units per box, and shipping address.
- A packing list with complete and consistent information matching the purchase order.

#### 5. What are the labeling requirements for the products?

All products must be properly labeled with scannable barcodes in one of the following accepted formats: UPC-A, UPC-E, EAN-13, Code 39, or Code 128.

Incorrect or missing labels will incur additional reprocessing charges based on applicable operational costs.

#### 6. Does KIKI conduct physical inventory counts?

Yes. KIKI conducts one full detailed physical inventory count per year free of charge, except during October, November, and December due to high demand. This count must be requested at least one week in advance, and order fulfillment is suspended during the process.

### 7. Can additional counts be requested?

Yes. The CLIENT may request additional partial physical counts, which will incur additional charges. These must be requested at least 72 hours in advance, and the cost will depend on the number of items to be counted.





#### 8. How is expired inventory handled?

Any product with less than 30 days remaining before expiration will be excluded from available inventory for fulfillment. The CLIENT may choose between:

- Economic return of the expired inventory (at KIKI's discretion); or
- Destruction or final disposal, subject to prior authorization and applicable charges. The cost will be determined on a case-by-case basis.

### 9. Is KIKI liable for inventory damages?

KIKI may compensate damages caused directly by its operations, provided the damage exceeds normal wear and tear. The CLIENT must provide the original supplier invoice to apply a credit for the value of the affected inventory.

#### 10. Is the CLIENT's inventory insured?

No. The CLIENT's inventory is not insured. It is recommended that the CLIENT purchase their own insurance policy for the goods.

#### 11. What level of inventory accuracy does KIKI guarantee?

KIKI guarantees a minimum inventory accuracy of 98%, defined as the consistency between the physical inventory and the electronically recorded inventory. This excludes transactions in process, such as unresolved returns.

### 12. What happens if an inventory inaccuracy is detected?

If accuracy falls below 98%, KIKI will calculate a shrinkage based on the cost value of the missing inventory and may issue a credit note for up to that amount.

No compensation will apply if the discrepancy is attributable to CLIENT errors (e.g., packaging, labeling, incorrect packing lists).

#### 13. What happens if inventory arrives without valid identification?

Any product received without valid labels or proper documentation will be classified as *Quarantine Inventory*, which means:

- The inventory will not be available for fulfillment until corrected.
- It may incur additional storage fees and work orders (relabeling, validation, etc.).

#### 14. What are the processing times for received inventory?

- **Restocking existing SKUs**: available for fulfillment within 2 business days after receipt.
- **New SKUs**: may require up to 4 business days due to additional verifications and space planning.





#### 15. When does a credit note not apply for operational errors?

A credit note will not be issued in the following exceptional cases, even if operational errors occur:

- Uncontrollable events such as power outages, cyberattacks, pandemics, extreme weather, natural disasters, or fires.
- Internal transfers or cross-docking processes between KIKI distribution centers.
- Volume spikes, when order volume increases by more than 20% over the average of the last 90 days, without at least 10 business days' notice.
- Spikes in the number of lines per order, when the average number of lines per order doubles the historical average of the last 90 days, also without 10 business days' notice.

In such cases, KIKI reserves the right to adjust service times and conditions based on its operational capacity.

#### 16. On which U.S. holidays does KIKI not operate?

There is no operation on the following U.S. holidays:

New Year's Day, Presidents Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving, and Christmas.

### 17. How does KIKI handle order splitting?

When an order exceeds the capacity of the standard fulfillment bag, an additional package will be created. This may result in multiple shipping labels being generated as needed to meet the logistical requirements of the order.

## **Adoption of the General Terms and Conditions**

For all matters not expressly provided for in these Terms and Conditions, the provisions of the General Terms and Conditions available on the official KIKI LATAM website (<a href="www.kikilatam.com">www.kikilatam.com</a>) shall apply on a supplementary basis.

## **Territorial Scope and Integrity of the Terms and Conditions**

These Terms and Conditions shall apply in full and be binding for all operations and services provided by KIKI LATAM and/or any of its subsidiaries, partners, or operational units in the various countries where it conducts commercial activities, regardless of the jurisdiction or country of execution.





If there are any particular conditions, annexes, or specific provisions applicable to certain countries, these will be expressly detailed in a separate and continuous section within these Terms and Conditions. Such special provisions are complementary in nature and do not exclude or replace the full application of the general provisions contained herein, unless expressly stated otherwise.

## **Publication, Updates, and Validity**

These Terms and Conditions are an integral part of the contracts entered into between KIKI LATAM and its Clients, and shall be deemed accepted by the CLIENT from the moment they contract any of the services offered by KIKI.

These Terms and Conditions are permanently available on the official KIKI LATAM website (<a href="www.kikilatam.com">www.kikilatam.com</a>), and include a version history to allow review of updates, effective dates, and applicable modifications.

KIKI LATAM may update, amend, or supplement these Terms and Conditions at any time, in accordance with changes in its operations, applicable regulations, or logistics industry practices. Any such modification will be published at least five (5) business days prior to its effective date and shall be deemed accepted by the Client if they continue to use KIKI's services after the updated version is made public.