



# MARKET – LOGISTICS TRANSPORTATION TERMS AND CONDITIONS

Version 1.1

## Introduction

These Terms and Conditions set forth the rules, responsibilities, and scope applicable to the provision of Logistics Transportation services offered by KIKI to the CLIENT.

Through its specialized network of Logistics Partners, KIKI guarantees efficient and flexible solutions to manage all stages of Logistics Transportation: First Mile, Middle Mile, Last Mile, and Reverse Logistics, including collection, transfer, distribution, and, when necessary, return handling.

This document clearly and transparently outlines the conditions under which such services are carried out, the rights and obligations of the parties, delivery policies, delivery attempts, returns, operational limitations, responsibilities, and other relevant aspects to ensure a smooth, reliable operation aligned with the highest industry standards.

By contracting KIKI's Logistics Transportation services, the CLIENT, through the Client Onboarding Form, accepts these terms as an integral part of the commercial agreement, committing to comply with the guidelines established herein to ensure an efficient and successful experience for all parties involved.

## Key Definitions

- a) **CLIENT:** The natural or legal person identified in the Form who contracts and uses the services offered by KIKI by requesting and paying for said services, subject to the conditions established in this document.
- b) **Collection Point:** Locations established by KIKI that serve as alternative collection and delivery centers managed by KIKI.
- c) **Delivery Service Provider (DSP):** A third-party logistics provider responsible for executing the Last Mile and/or Storage services.
- d) **Distribution Center (Main):** KIKI's logistics facility designated for the reception, storage, picking, and dispatch of goods.
- e) **Final Consumer:** The natural or legal person to whom the goods are addressed, whose name and address appear on the Shipping Label.
- f) **Form:** The Client Onboarding Form, which sets out the commercial terms of the services offered by KIKI and constitutes the contract between the Parties.



- g) **Guide (Shipping Label):** An electronic document issued by KIKI to the CLIENT that defines the specific characteristics of the Goods, such as CLIENT data, Final Consumer data, number of units, shipment contents, total weight, and commercial value of the Goods.
- h) **Goods (Merchandise):** Legally permitted goods or products owned or lawfully possessed by the CLIENT, transported by KIKI under a single Guide through its Logistics Partners.
- i) **Last Mile:** Refers to the final leg of the delivery process, i.e., the route from the Main Distribution Center or the nearest collection point to the Final Consumer, which is activated only upon issuance of an Order by the CLIENT.
- j) **Logistics Transport:** The set of processes, resources, and actors that enable the efficient and safe movement of products from their origin—such as the supplier or manufacturer—until they reach the Final Consumer.
- k) **Logistics Partner:** An external strategic partner that supports KIKI in executing logistics processes, aiming to optimize time, cost, and quality in handling products or services throughout the supply chain.
- l) **Middle Mile:** The intermediate stage of Logistics Transport, where the Goods are transferred from the Main Distribution Center to a secondary logistics center, a transfer point, or directly to the DSP responsible for executing the Last Mile.
- m) **Order(s):** A formal request made by the CLIENT for the execution of one or more Logistics Transport services.
- n) **Reverse Logistics:** A process within Logistics Transport that manages the return of Goods from the Final Consumer back to the supplier, manufacturer, or point of origin, for activities such as returns, exchanges, recycling, repair, relocation, or final disposal.
- o) **Service:** Refers to Logistics Transport.
- p) **Shipping Label:** See “Guide”.
- q) **First Mile:** The initial stage of Logistics Transport, encompassing the movement of goods from their point of origin (e.g., manufacturer, supplier, or store) to the designated collection point, warehouse, or distribution center.

## What Is the Scope of the Logistics Transport Service?

KIKI's Logistics Transport service covers all key stages of the supply chain:

- **First Mile:** Transportation from the origin (such as the supplier or collection point) to the logistics center.
- **Middle Mile:** Internal movements between distribution centers or strategic partners.



- **Last Mile:** Delivery of the product to the Final Consumer.

Additionally, the service includes **Reverse Logistics**, managing returns, exchanges, or relocations of products.

Thanks to its network of certified Logistics Partners, KIKI offers both local and international coverage, ensuring optimized delivery times, cost efficiency, and full control of the logistics flow from origin to the Final Consumer.

## Frequently Asked Questions about Logistics Transport

To facilitate understanding of the Logistics Transport service, the following section provides a list of questions and answers addressing the key aspects of this service. While this format serves an explanatory purpose, it is an integral and binding part of these Terms and Conditions. Therefore, the responses presented here constitute, in a structured and accessible way, the applicable rights, obligations, processes, and limitations of the service.

### 1. How does the CLIENT generate Service Orders?

The generation of Orders for KIKI's Logistics Transport services is carried out quickly and directly through the integration mechanisms previously defined between KIKI and the CLIENT.

To ensure efficient execution, the CLIENT must provide the necessary information in accordance with the agreed protocols, ensuring the correct identification of each shipment, destination, and service conditions.

All shared information, including personal and confidential data, will be handled under strict security standards and in compliance with data protection regulations in both the origin and destination countries.

## First Mile

The First Mile is the initial stage of the logistics process, in which the Merchandise is picked up from its origin — such as the CLIENT's factory, supplier, store, or warehouse — and transported to KIKI's designated Collection Point or distribution center.

This service allows the CLIENT to delegate the first segment of their logistics operation to KIKI, ensuring efficient pickup, traceability from the origin, and a smooth transition to the next stages of the logistics chain.



## **2. Who is responsible for providing the Order information for the First Mile?**

During the integration process, the CLIENT is responsible for providing complete, accurate, and up-to-date information required to generate the corresponding Order, especially including the exact delivery address of the Final Consumer.

If the information provided is incorrect, incomplete, or prevents proper execution of the Service, the CLIENT will bear the costs of reprogramming the Order, as well as any resulting delays, rerouting, returns, or failed deliveries.

KIKI shall not be held liable for damages, losses, theft, negligence, or delays caused by errors in the data provided by the CLIENT.

## **3. Should the CLIENT send the Merchandise or can KIKI pick it up?**

Once the Service is requested and confirmed, the CLIENT may either send the Merchandise to the Collection Points designated by KIKI or, if preferred, contract the First Mile service.

In the latter case, KIKI will handle the transport of the Merchandise from its point of origin (such as manufacturer, supplier, or store) to the Collection Point, in accordance with the applicable conditions and rates for this first stage of the Service.

## **4. What information must the CLIENT provide to request the First Mile service?**

To properly coordinate the pickup at origin, the CLIENT must provide KIKI with the following complete and accurate information:

- ✓ Exact pickup address, including references to facilitate access.
- ✓ Type and quantity of merchandise to be collected.
- ✓ Dimensions and weight of each unit or package.
- ✓ Date and time slot available for pickup.
- ✓ Name and contact of the person responsible at the origin point.
- ✓ Declared production value of the Merchandise.
- ✓ Special handling conditions, if applicable (fragile, refrigerated, etc.).

## **5. What happens if KIKI is unable to collect the Merchandise during the First Mile?**

If KIKI cannot complete the First Mile collection, it will notify the CLIENT via the formal notification email indicated in the Form, specifying that an attempt was made.

From that moment, KIKI reserves the right to make a second collection attempt, which will be added to the current period's invoice.



If the collection still cannot be completed, the Service will be deemed canceled.

The CLIENT acknowledges that First Mile personnel responsible for the pickup will only wait at the origin point for up to 15 minutes during the agreed time window. After this period, they will leave, and the attempt will be recorded.

Exceptionally, and at KIKI's sole discretion, the CLIENT may request to reactivate an Order marked as canceled.

This exception only applies if the CLIENT can provide clear and convincing proof that the failed pickup was due to KIKI's fault.

## **6. How should Merchandise be delivered during the First Mile?**

The Merchandise must be securely packed and labeled, complying with basic standards for handling, stacking, and transportation as defined by KIKI or general logistics industry standards.

KIKI will not be liable for any losses, damage, or issues resulting from insufficient, inappropriate, or inadequate packaging by the CLIENT or third parties under their control.

It is the CLIENT's responsibility to ensure the Merchandise is protected against normal handling and transport conditions, including humidity, impacts, or stacking.

KIKI reserves the right to reject the pickup of any Merchandise that, in its judgment, does not meet these minimum presentation conditions or poses operational risks for the transport of other orders.

## **Middle Mile**

The Middle Mile is a critical stage in the logistics process that connects main distribution centers with key delivery or dispatch points. This phase ensures that products reach strategically located operational zones for final distribution.

## **7. What is the scope of the Middle Mile service?**

The Middle Mile represents the intermediate segment of the Logistics Transport process. In this phase, KIKI manages the transfer of the Merchandise from the Main Distribution Center to one of the following destinations: a secondary logistics center, a transfer point, or directly to the Delivery Service Provider (DSP) responsible for executing the Last Mile.



This service is key to efficiently linking the operational stages of Logistics Transport, ensuring continuity in the delivery flow, traceability, and timely preparation for final distribution. KIKI coordinates this operation through reliable Logistics Partners and under protocols defined with the CLIENT.

#### **8. What is considered when Restocking between Collection Points?**

To ensure efficient and transparent operations, any inventory movement between Collection Points will be jointly managed by KIKI and the CLIENT.

#### **9. Will KIKI notify the CLIENT prior to transfers?**

Yes. KIKI will notify the CLIENT before carrying out any inventory movement between Collection Points. The notification will include:

- The exact number of units to be transferred.
- The estimated cost of the transfer, broken down by components (freight, handling, insurance, etc.).
- The origin and destination Collection Points.
- The estimated date of the movement.

The notification will be sent to the formal notification email address specified in the Form and will be deemed received once delivery is confirmed through such means.

#### **10. Will KIKI perform transfers without the CLIENT's authorization?**

No. The movement will only be executed after receiving the CLIENT's approval, and KIKI will maintain a digital record of such approvals for operational and contractual support.

#### **11. What happens if the CLIENT decides not to authorize transfers between Collection Points?**

If the CLIENT chooses not to authorize a transfer between Collection Points and the required inventory is not available at the Collection Point closest to the Final Consumer, KIKI will proceed as follows:

- Orders will be dispatched from the nearest Collection Point that has available inventory.
- The corresponding Last Mile service fee will be calculated based on the actual origin point, even if this results in a higher cost compared to the optimal route.
- KIKI will not assume responsibility for delivery delays caused by this decision.

This procedure ensures operational continuity and order fulfillment, although under conditions different from those originally anticipated, given the lack of approval for transfers.



## **12. How does the CLIENT confirm the transfer between Collection Points?**

Once the transfer between Collection Points is completed, KIKI will send a confirmation to the CLIENT indicating that the movement has been finalized, along with the corresponding tracking number or logistics document.

## **Last Mile**

The Last Mile Service consists of the transfer and delivery of the Merchandise from the designated Collection Point or distribution center to the Final Consumer, based on the information provided by the CLIENT when generating the Order.

## **13. Who is responsible for the Order information in the Last Mile?**

During the integration process, the CLIENT is responsible for providing complete, accurate, and up-to-date information required to generate the corresponding Order, especially the exact address of the Final Consumer. If the provided information is incorrect, incomplete, or hinders the proper execution of the service, the CLIENT will assume all costs resulting from the rescheduling of the Order, as well as any delay, redirection, return, or delivery failure. KIKI will not be held liable for damages, losses, theft, negligence, or delays caused by errors in the data provided by the CLIENT.

## **14. What delivery options does the CLIENT have to send the Merchandise to KIKI?**

Once the Service is confirmed, the CLIENT may choose between two options to deliver the merchandise to KIKI:

- Deliver it directly by their own means to the nearest or previously assigned Collection Point.
- KIKI handles the transport from the point of origin (such as supplier, store, or warehouse) to the Final Consumer.

In either case, the delivery to the Final Consumer will be carried out under the Last Mile scheme, in accordance with the previously agreed terms.

## **15. How is the service fee calculated based on the Merchandise route?**

For billing purposes, both delivery methods consider the full route from the CLIENT's selected point of origin to the Final Consumer's destination.

## **16. How should the Merchandise be prepared for the Last Mile?**

The Merchandise must be securely packaged and labeled, in compliance with the basic handling, stacking, and transportation standards defined by KIKI or generally accepted in the logistics industry.



KIKI is not responsible for losses, damages, or deterioration resulting from insufficient, inappropriate, or inadequate packaging by the CLIENT or third parties under their control. It is the CLIENT's responsibility to ensure that the Merchandise is protected against standard handling and transportation conditions, including humidity, impacts, or stacking.

KIKI reserves the right to refuse the pickup of Merchandise that, in its judgment, does not meet the minimum presentation conditions or poses an operational risk to the transport of other shipments.

**17. How many delivery attempts does the Last Mile Service include?**

The Last Mile Service generally includes a single delivery attempt to the address provided by the CLIENT when generating the Order.

**18. In which locations can KIKI deliver the Merchandise?**

Delivery will be considered completed as long as it is received at the designated point of the address provided by the CLIENT, including areas such as reception, security gate, main entrance, or any other accessible location determined by the Logistics Partner. In such cases, KIKI will mark the Order status on its platform as "Order Delivered."

**19. What does the "Order Delivered" status mean on KIKI's platform?**

On KIKI's platform, the "Order Delivered" status (or any equivalent designation used) indicates that the Logistics Partner has completed the delivery of the Merchandise to the Final Consumer, in accordance with the address provided by the CLIENT in the Order. This status is updated based on the confirmation recorded by the Logistics Partner and constitutes operational evidence that the delivery process has been completed.

**20. When is an order considered successfully delivered?**

Once the Order appears on KIKI's platform with the "Order Delivered" status, a period of fifteen (15) calendar days without any modification to such status will be required for the delivery to be considered successfully completed.

**21. What happens if the Final Consumer rejects the delivery?**

If the Final Consumer refuses to receive the Merchandise, KIKI will not be held responsible for such refusal and will not be obligated to make a new delivery attempt.

**22. Can a new delivery be requested in case of rejection?**

Yes. If a new delivery is required, it must be requested directly by the CLIENT and may be subject to an additional charge at KIKI's discretion, which will be communicated based on the applicable rate and destination.





### **23. What happens if the CLIENT cancels an Order while it is already in distribution?**

If the CLIENT cancels an Order after the Merchandise has left the Collection Point en route to the Final Consumer, the CLIENT must cover all operational and logistics costs associated with such cancellation. This includes transportation, handling, reverse logistics, storage, and any other resulting expenses.

Additionally, KIKI will not be responsible for damages, losses, or commercial consequences resulting from such unilateral cancellation by the CLIENT.

### **24. Where does KIKI provide Last Mile service, and what about hard-to-reach areas?**

The Last Mile Service is provided only within the coverage zones previously accepted and communicated to the CLIENT.

In areas classified as hard-to-reach or high-risk, KIKI may apply special operational conditions, adjust the rates, or limit deliveries to pre-defined secure drop-off points.

### **25. How can delivery to the Final Consumer be confirmed?**

KIKI will confirm the delivery of the Merchandise through evidence generated by the Logistics Partner, which may include a photo of the drop-off location and the Final Consumer's delivery signature. This service carries an additional fee per delivery and must be requested in advance.

### **26. What is the procedure in case of returns or definitive rejection?**

If the Final Consumer definitively rejects the Merchandise, or if after the delivery attempt the delivery cannot be completed due to reasons beyond KIKI's control, the Reverse Logistics process will be activated.

In such cases, KIKI will coordinate the return of the Merchandise to the designated Collection Point, warehouse appointed by the CLIENT, or another previously agreed destination. All transportation, handling, storage, or management costs will be borne by the CLIENT.

### **27. Are partial or split deliveries allowed?**

Yes, partial deliveries may be made when required due to the nature of the order, the volume of the Merchandise, or the logistical conditions of the delivery area. In such cases:

- Each partial delivery will be invoiced separately, according to the applicable rates.
- Each delivery will be considered valid upon its respective confirmation.
- The CLIENT will be informed in advance if this delivery method is necessary due to operational reasons.

### **28. What happens if the Merchandise cannot be delivered or returned?**

If, after the delivery attempt and the return process, the Merchandise cannot be delivered or



returned due to reasons attributable to the CLIENT, and the CLIENT fails to provide instructions within five (5) business days, the Merchandise will be considered abandoned.

KIKI may, without any liability, dispose of the Merchandise through destruction, donation, or any other logistically viable means, without this giving rise to any claim by the CLIENT. All associated costs will be borne by the CLIENT.

## **Reverse Logistics (Returns)**

Reverse Logistics refers to the process of collecting, transporting, and returning merchandise that could not be delivered to the Final Consumer for reasons not attributable to KIKI, as well as cases in which the Final Consumer requests the CLIENT to return previously delivered items. This service is offered as a complement to the Last Mile service and is subject to the applicable operational conditions, timeframes, and fees.

### **29. In which cases is the Reverse Logistics service activated?**

The Reverse Logistics service may be activated in the following scenarios:

- When the Final Consumer refuses to receive the Merchandise.
- If the address provided for delivery is incorrect, incomplete, or inaccessible.
- Merchandise and/or waybill duplicated, whether due to fraud or another reason.
- At the CLIENT's express request to return Merchandise previously delivered.
- When the Merchandise is not collected at authorized delivery points (when applicable).
- When the corresponding delivery attempts have been made and the final recipient remains absent.
- In cases where the Merchandise presents visible damage during distribution and KIKI determines it is not safe to complete delivery.

These events trigger the collection and return procedure in accordance with the Reverse Logistics service conditions.

### **30. In which cases can KIKI refuse a return?**

KIKI reserves the right to refuse the acceptance of a return when any of the following causes apply, which release KIKI from responsibility for the integrity, restitution, or subsequent transport of the Merchandise:

- **Visible deterioration of contents without report at the time of initial delivery:**  
When the Merchandise subject to return shows physical damage, breakage, signs of mishandling, or deterioration attributable to the Final Consumer.



- **Inadequate or missing packaging:** If the Merchandise to be returned does not have the minimum packaging required to ensure its integrity during the return process, or if the packaging is broken, contaminated, or incomplete, KIKI may refuse to transport such Merchandise.
- **Merchandise different from the original shipment:** When the contents of the Merchandise subject to return do not match the information recorded on the original waybill, or when substitution, addition, or alteration of contents is identified, the return will be rejected.
- **Expiration of return timeframes:** If the return request is submitted outside the established deadlines or commercial contracts, collection and return will not proceed.
- **Lack of minimum information for the return process:** The absence of clear data on the collection point, original waybill, or contact details may invalidate the return process until the information is corrected.
- **Safety/integrity process due to partial or total handling of the Merchandise:** Returns will not proceed when applicable regulations or the health or control authority of the country where KIKI operates establish that returns of partially or totally handled products are not allowed.

### **31. When is a safety/integrity process required to accept a return?**

When there is a possibility that the Merchandise has been opened, altered, or contaminated, KIKI may require prior certification through a safety/integrity process conducted by a specialized laboratory. This procedure aims to ensure that returned products meet the necessary conditions for reintegration or final disposal.

The CLIENT acknowledges and agrees to be responsible for:

- The value of the affected Merchandise.
- Any applicable legal compensation to the Final Consumer (when applicable).
- The cost of the verification or safety/integrity process conducted by the laboratory (when applicable).

### **32. Who assumes the costs of the Reverse Logistics service and how are they billed?**

All costs associated with Reverse Logistics —such as transportation, handling, temporary storage, reprocessing, and a possible second delivery— will be fully borne by the CLIENT.

These amounts will be reflected in the invoice for the period in which the event triggering the return occurred.

### **33. Where will the merchandise be returned if Reverse Logistics is activated?**

KIKI may return the merchandise to:



- The nearest authorized Collection Point.
- The place of origin from where it was shipped.
- A logistics center designated by the CLIENT, provided there is prior coordination and acceptance by KIKI.

**34. What timeframe does the CLIENT have to indicate the destination of the Merchandise in Reverse Logistics and what happens if they do not?**

The CLIENT has a maximum period of three (3) calendar days, counted from the activation of Reverse Logistics, to indicate the destination of the Merchandise. If such instruction is not received within this period, KIKI may:

- Return the Merchandise to the original origin, or
- Dispose of it in accordance with the Fulfillment Terms and Conditions, which include the storage service, and may include destruction, depending on the nature of the product and with prior notice to the CLIENT.

All costs related to these actions will be borne by the CLIENT and billed in the next billing period.

**35. In which cases will KIKI not be responsible for loss or damage of the Merchandise during Reverse Logistics?**

KIKI will not be liable for loss, damage, or deterioration of the Merchandise when caused by:

- Deficient or inadequate packaging by the CLIENT.
- Pre-existing damage prior to collection.
- Prolonged storage times caused by lack of instructions from the CLIENT.
- Merchandise that, due to its nature, is sensitive to return without specific handling conditions.

**36. To which destinations can KIKI return the returned Merchandise?**

KIKI may return the Merchandise to any of the following destinations, as applicable:

- The nearest authorized Collection Point.
- The origin from which the Merchandise was shipped.
- A logistics center designated by the CLIENT, subject to prior coordination and acceptance by KIKI.

**Note:** If the destination chosen by the CLIENT has no direct or indirect link with KIKI and is not approved as an authorized point within its logistics network, KIKI will not assume any responsibility for loss, damage, deterioration, or any other impact suffered by the Merchandise



once delivered to such destination. From that moment, responsibility will rest exclusively with the CLIENT.

### **37. How does KIKI ensure the identification and traceability of returned Merchandise?**

Every shipment managed by KIKI is linked to a unique and unrepeatable Waybill that allows its identification and traceability throughout the logistics chain.

For returns:

- The original Waybill is used to reference the reverse process.
- A return Waybill is generated, with the same number or a related identifier, to separately record the return movement.

### **38. How much time does the CLIENT have to indicate the destination of the returned Merchandise?**

The CLIENT has a maximum period of two (2) calendar days from the triggering event of the return to indicate the destination of the Merchandise.

If no instructions are received within that period, KIKI may:

- Return the Merchandise to the original origin or to the nearest authorized Collection Point, or
- Dispose of the Merchandise according to the nature of the product, with prior notice to the CLIENT.

### **39. What determines the charge for a return?**

The charge for a return will depend on the reason that triggered the return of the shipment and the responsibility attributable in each case. When the cause of the return is attributable to the CLIENT or the Final Consumer, KIKI will invoice the corresponding costs for the reverse logistics service, according to the current rates.

### **40. Does KIKI offer warranties or compensation for the provision of logistics services?**

Yes. KIKI will compensate the CLIENT only under the terms, conditions, and limits established in its Service Level and Compensation Policy, which forms an integral part of the contract and is publicly available at: <https://kikilatam.com/sla>.

This policy defines:

- The minimum service standards that KIKI commits to uphold.
- The specific situations where compensation may apply.
- The procedures, required documentation, and deadlines for submitting compensation requests.



- The maximum amounts that may be granted, if applicable.

The CLIENT acknowledges that any compensation request must follow this policy and the timelines established therein. Claims submitted outside the defined procedure or failing to meet the stated requirements will not be accepted.

#### **41. Does KIKI charge a fuel surcharge for Logistics Services?**

Yes. KIKI will apply a fuel surcharge to its Logistics Transportation Service, which may be adjusted weekly based on market conditions and internal policies.

- For shipments over 10 pounds, a standard surcharge of 2% will be applied to the value of the service.
- This amount will appear on the invoice under the item: "Fuel Surcharge."

#### **42. What activities are excluded from KIKI's Logistics Transportation Service?**

KIKI's Logistics Transportation Service is limited to the reception, distribution, and return of Merchandise through the stages of First Mile, Middle Mile, Last Mile, and Reverse Logistics. It does not include tasks inherent to the Fulfillment process, such as:

- Storage
- Classification or inspection of merchandise
- Counting of units
- Inventory control
- Order picking
- Packaging or repackaging
- Labeling
- Specific order preparation (picking and packing)

These are considered Additional Services, regulated by the Terms and Conditions of the Fulfillment Service, which must be separately accepted by the CLIENT.

Therefore, any requirement related to order preparation must be previously contracted and will be subject to availability, additional costs, and separate execution timelines.

#### **43. How are delivery times and coverage managed in KIKI's logistics service?**

KIKI delivers merchandise within the timeframes established according to the origin and destination of the shipment, and in accordance with the logistics coverage previously informed to and accepted by the CLIENT at the time of service contracting.

Operating hours are from 7:00 a.m. to 4:00 p.m., Monday through Friday, excluding holidays or non-business days according to the law of the final destination.



KIKI may extend its coverage through logistics partners in areas outside the official KIKI coverage. In such cases, delivery times may vary, and the CLIENT accepts these variations as part of the contracted service.

Any changes to delivery times or coverage will be notified in advance by KIKI.

**44. Is there coverage in rural or hard-to-access areas?**

Yes. KIKI offers national coverage in the countries where it operates, including rural areas. However, in areas considered remote or difficult to access, additional fees may apply, and delivery times may be extended.

**45. Are there special conditions during peak seasons (high-demand periods)?**

Yes. During high-demand periods (such as Black Friday, Christmas, etc.), pickup and delivery times may be extended. Additionally, peak season surcharges will be applied and previously communicated to the CLIENT.

**46. Are deliveries made to residential addresses in the USA?**

Yes. KIKI allows deliveries to residential addresses, including houses, apartments, or non-commercial areas. However, the CLIENT should note that additional charges may apply for these types of deliveries, which will be billed by KIKI.

## **Handling of Goods and Service Restrictions**

**47. What types of goods are not transported by KIKI?**

KIKI does not transport 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 items, or goods lacking proper legal documentation, among others.

**48. What happens if the merchandise exceeds the permitted weight or dimensions?**

The CLIENT is responsible for accurately declaring the weight and dimensions of each item. If the merchandise exceeds the parameters established in the contracted service, KIKI will charge the corresponding overage fees (based on actual or volumetric weight). KIKI may reject merchandise that does not meet the previously agreed size specifications.

**49. What legal restrictions apply to the transportation service?**

KIKI will not transport goods prohibited by local, state, or national laws or that may endanger its personnel, Logistics Partners, or equipment. This includes hazardous materials, items with strong odors, perishable products, and foreign goods without proper customs clearance.



#### **50. Does KIKI offer transportation for perishable goods?**

KIKI does not provide special services for products requiring refrigeration or thermal protection. If such goods are transported, it will be at the CLIENT's sole risk, and KIKI will not be liable for any resulting damages.

#### **51. Who is responsible for packaging the merchandise?**

The CLIENT must ensure that goods are properly packaged, packed, and labeled according to their nature and the type of transportation used (motorcycle, bicycle, cargo vehicle, etc.). KIKI will not be responsible for any damage caused by insufficient or improper packaging.

#### **52. What are the CLIENT's obligations regarding the legality and documentation of the merchandise?**

The CLIENT must ensure that the goods are properly classified and identified, comply with health and customs regulations, and have all legally required documentation for transportation.

### **Right of Inspection**

#### **53. Under what circumstances can KIKI open and inspect the merchandise?**

KIKI may open and inspect the merchandise without prior CLIENT authorization under the following circumstances:

- a) Odor or signs of leakage:** If the merchandise shows visible stains or emits an unusual smell, it may be presumed to contain damaged, perishable, or hazardous goods, justifying immediate inspection.
- b) Inadequate or damaged packaging:** If the packaging is in poor condition or raises suspicion about the contents (especially if they could be prohibited items), KIKI has the right to inspect it.
- c) Suspicious shape:** If the shape of the item suggests that it may contain a restricted or prohibited article, it will be subject to inspection.

#### **54. Can KIKI inspect the merchandise under other circumstances?**

Yes. Beyond the above scenarios, KIKI reserves the right — though not the obligation — to open and inspect merchandise at any time. However, KIKI must first request the CLIENT's authorization to do so. If the CLIENT refuses or does not respond, KIKI shall be exempt from any liability regarding the merchandise.





**55. Is KIKI liable if the merchandise is inspected by authorities?**

No. The CLIENT acknowledges that merchandise may be subject to inspection by federal, state, or local authorities and expressly releases KIKI from any liability resulting from such inspections.

**56. Under what circumstances may KIKI charge additional fees to the CLIENT?**

An additional fee per pound will be applied for any merchandise whose physical or volumetric weight exceeds 1 kilogram.

**57. Who selects the Logistics Partners that will transport the merchandise?**

The CLIENT acknowledges and agrees that KIKI, based on its expertise and operational criteria, will select the Logistics Partners responsible for transporting the merchandise from its origin to the Final Consumer.

## **SPECIAL OPERATING CONDITIONS AND LIABILITY FOR LOGISTICS TRANSPORTATION SERVICES IN THE UNITED STATES**

**1. What does the Last Mile service include?**

It includes pickup, packaging, and generation of shipping labels.

**2. What are the pickup hours for merchandise by KIKI?**

Merchandise pickup by KIKI is available Monday through Friday, between 9:00 a.m. – 12:00 p.m. and 1:00 p.m. – 4:00 p.m. (local warehouse time).

**3. Can the CLIENT cancel or modify Orders once submitted?**

No. KIKI does not offer a “regret interval.” All orders are processed immediately upon receipt, provided inventory is available.

**4. Can an order be split into more than one package?**

Yes. If the quantity of products exceeds the capacity of a standard bag, an additional package will be generated, along with additional shipping labels.

**5. What happens with backorders due to lack of inventory?**

KIKI will automatically hold and process them as soon as the inventory is received or corrected, without the need for the CLIENT to resubmit the order.

**6. Does KIKI accept returns from the Final Consumer?**

Yes. KIKI accepts returns as long as the Final Consumer uses the return label generated by KIKI and complies with the packaging and shipping requirements. Returns sent through other means or with unauthorized labels will not be accepted.



## **7. How long does the CLIENT have to request a return after delivery to the Final Consumer?**

The CLIENT has a period of three (3) calendar days from the delivery of the merchandise to request the return process.

## **8. How should the returned product be packaged?**

The product must be properly packaged, preferably in its original packaging, and protected against damage during transportation. The return label must be visible and correctly attached to the package.

## **9. What happens when KIKI receives a returned product?**

KIKI will open the package, match it to the original order, and record the return in its system. Depending on the condition of the product, it will be handled as follows, with prior notice to the CLIENT:

- **Return to Stock:**  
The product is returned to inventory if unopened and in perfect condition.
- **Quarantine:**  
If the product is opened, damaged, used, or unfit for resale, it will be placed in quarantine.  
  
It will not be available for new orders and may incur storage or associated project charges.
- **Disposal:**  
The CLIENT may request disposal of the product.  
Disposal costs will be communicated beforehand.

## **10. Who inspects returned products and for what purpose?**

Returned products are inspected by KIKI's fulfillment team to protect both the CLIENT and the Final Consumer from unsatisfactory experiences. KIKI will not be held liable for items classified as unfit or for any misuse following disposal.

## **11. Are there charges for merchandise returned in poor condition?**

Yes. Merchandise placed in quarantine or marked for disposal may incur charges for storage, inspection, and processing.

## **12. What data is recorded when a return is received?**

KIKI records data such as the return authorization number and original order number. However, it does not guarantee that all data will always be available.

## **13. Who bears the cost of returns?**

Unless otherwise agreed, the CLIENT is responsible for all costs associated with returns, including storage, quarantine, and final disposition.



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

For any matter not expressly provided for in these Terms and Conditions, the provisions of the General Terms and Conditions available on KIKI LATAM's official website ([www.kikilatam.com](http://www.kikilatam.com)) shall apply on a supplementary basis.

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

These Terms and Conditions apply in full and are 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 business, regardless of the jurisdiction or country of execution.

If specific conditions, annexes, or country-specific provisions apply, they will be expressly stated in a separate and continuous manner within these Terms and Conditions. Such special conditions shall be considered complementary and shall not exclude or replace the general provisions herein, unless explicitly stated otherwise.

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

These Terms and Conditions form an integral part of the contracts entered into between KIKI LATAM and its clients and are deemed accepted by the CLIENT as of the moment they contract any of the services offered by KIKI.

These Terms and Conditions are permanently available on KIKI LATAM's official website ([www.kikilatam.com](http://www.kikilatam.com)), and include a public version history that allows users to consult 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 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 new version is published.