

# Air & Ocean Freight Terms and Conditions

## Appointment of Agent

Customers are responsible for assigning NCI Freight & Logistics as their agent with Customs & Border Control. This authorizes NCI to handle and customs clear shipments on arrival. See registration link with Customs & Border Control <https://online.gov.ky/cols/faces/userregistration>

This should be done at the time of registering with NCI and is separate from the registration process with NCI.

## Purpose of Shipping Account

Customers agree to utilize the shipping account with NCI Freight & Logistics to ship only items that are legal to enter the borders of the Cayman Islands and make honest declaration of shipment value for duty and other fees, and for the protection of the Cayman Islands against infectious agents that can be harmful to humans, animals, plants, and the environment.

## Ordering & Shipping Address

1. Customers are responsible to send their shipments to the correct address as provided in the registration document. Customers should reconfirm shipping addresses if they have had no shipping activities for a period. Addresses can be confirmed from personal account details in NCI ACSA customer account profile. Address details are valid only when obtained from the NCI ACSA customer account profile.
2. The air and ocean freight addresses are separate. It is the responsibility of customers to assign the correct address of choice. Additional charges will apply to pick up and transfer shipments to the correct warehouse.
3. Customers must include **NCI airfreight shipment Id** and mark **NCI-KY** in the air and ocean freight shipping addresses respectively. When a shipment arrives at either of one of the receiving warehouses and is not properly addressed with the proper identification numbers and marks, it becomes unknown. When a shipment is unknown it cannot be immediately assigned to a shipping account and will cause delays in arrival.

## Freight Charges & Supplier Invoice

4. When compared with ocean freight, air freight service is faster and can be more economical for single or consolidated shipments that do not exceed eleven (11) pounds in chargeable weight. NCI suggests sending shipments with a dimensional weight or a shipping weight of more than fifty (50) pounds via ocean freight.
5. A minimum freight charge will apply to ocean freight shipments not exceeding ten (10) cubic feet.
6. In some cases, billable freight charges can be more than the invoice value of the shipment. The invoice value does not determine the freight charges. The weight and or dimensions of a shipment are used to determine billable freight charges.

7. Original invoices from suppliers must be provided to NCI before arrival of shipment in Miami. Invoices and tracking numbers are to be uploaded to customer personalized NCI ACSA account. Without the original invoices, shipment(s) will be delayed in customs clearance, and in some cases cannot be shipped from Miami to Grand Cayman.
8. Customers are responsible to provide all accurate invoices for all shipments. Fines imposed on NCI by the customs department because of inaccurate invoices provided by customers will be passed on to customers in addition to an administrative fee of 25% of value of fine.

### Shipment Arrival & Cut Off Schedule

1. Standard air freight shipment arrives every two to three business days. Air freight shipments are scheduled to arrive in Grand Cayman weekly on Tuesdays and Thursdays.
2. Cut off time for Tuesday's air freight shipment is Friday at 3pm EST and cut off for Thursday's air freight shipment is Tuesday at 3pm EST. A ship delay from the Miami warehouse can occur if proper documentation (invoices and tracking numbers) is not provided and or if the cargo was not properly addressed with the **NCI Airfreight Identification Number**.
3. Air freight shipment arrival is subject to holidays, cargo capacity of air freighter, airport, and TSA operations.
4. Standard ocean freight shipment arrives every seven (7) to nine (9) days, sailings are subject to cargo volume. Ocean freight shipments are scheduled to arrive in Grand Cayman on Saturdays and Wednesdays. This schedule is also subject to change.
5. Cut of time for Saturday arrival is Friday by 4pm EST of the week prior. Cut off time for Wednesday arrival is Wednesday by 4pm EST of the week prior. A ship delay from the Miami warehouse can occur if proper documentation (invoices and tracking numbers) is not provided and or if the cargo was not properly addressed with the **NCI- KY** mark.
6. Ocean freight shipment arrival is subject to delays by holidays, the operation of the ocean liner, port, and border control authorities.

### Customs Clearance Processing, Inspection & Detention

1. Availability of shipment after shipment arrival is subject to customs clearance which can extend up to forty-eight (48) hours after arrival.
2. A request by Customs & Border Control for a physical inspection of a shipment can delay the availability of a shipment by up to seven (7) business days or more depending on the availability of customs officers to perform a physical inspection.
3. A shipment that has been detained by Customs and Border Control can delay the availability of cargo by up to fourteen (14) business days after additional requirements have been submitted to the Customs and Border Control department.

### Air Freight vs Ocean Freight

1. Air freight is a great solution for faster shipping service. When compared with ocean freight, air freight can be more economical for small single or small consolidated shipments with a chargeable weight of up to eleven (11) pounds.

Rates for air freight shipments are applied to the chargeable weight of the shipment, whether for single or consolidated shipments.

2. The chargeable weight of an airfreight shipment is the greater of the shipping weight versus the dimensional(volume) weight. The dimensional(volume) weight of an air freight shipment is calculated by  $L*W*H(\text{inches})/166$  of a single package. Total dimensional(volume) weight of a shipment is the total dimensional(volume) weight of all packages in a multi-package shipment.
3. The established air freight rate is applied to the chargeable weight of the shipment. The chargeable weight is either the shipping weight or the dimensional(volume) weight of the shipment, whichever is greater.
4. The chargeable weight of an air freight shipment determines the billable freight charges. The supplier invoice value of the shipment does not determine the air freight charges.
5. The type and value of the shipment determines the duty, taxes, and other applicable government fees. NCI recommends shipping airfreight with at least US\$35.00 in shipment value.
6. Ocean freight is a great solution for single or consolidated heavy and bulky shipments. When compared with air freight, ocean freight is the more cost efficient for heavy and bulky single or consolidated shipments. Household furnishing, appliances, construction material and bulky items (toys, small kitchen appliances, comforter sets, car part(bumper), etc. are examples of cargo to send ocean freight.
7. There is a minimum freight charge applicable to all ocean freight shipment of 10 cubic feet or less.
8. The established ocean freight rate is applied to the total chargeable measurement the shipment. The chargeable measurement is either the cubic foot of a shipment or the weight of the shipment, whichever is greater.
9. The cubic foot is determined by calculating the  $L*W*H (\text{inches})/1728$ .
10. The established rate is applied to the total cubic feet or total weight of the shipment, whichever is greater. To apply the greater, the chargeable volume or weight is determined by 35.315 cubic feet to 2204.62 lbs. or 1 cubic meter to 1000 kg.
11. The chargeable weight or volume determine billable ocean freight charges, including any minimum rates applicable. The supplier invoice value does not determine the ocean freight charges.

### Consolidation

1. Consolidation is shipping in one shipment, several shipments that arrived together or at separate times. This applies to air and ocean freight shipments.
2. Consolidation works when all original and complete supplier invoices and tracking numbers for shipments are provided to NCI ahead of shipments arriving at the Miami warehouse. This works along with a request by the customer instructing NCI to wait on the arrival of all shipments before shipping to Grand Cayman.
3. Invoices and tracking numbers must be uploaded to customers personalized NCI ACSA account for shipment and consolidation management.
4. Consolidation service must be requested. Except for an automatic consolidation service applied to airfreight shipments when there is no requested consolidation and multiple shipments arrived at the warehouse in Miami at or about the

same time for the same consignee. There are no exceptions for ocean freight shipments, all ocean freight consolidation must be requested.

5. There is a maximum of ten (10) shipments for each air freight consolidation. Multiple consolidations are accepted within the same time. A minimum consolidation fee or a consolidation charge per package will apply for air freight consolidation.
6. There is no maximum number of shipments for an ocean freight consolidation. However, consolidation must be completed within thirty days to avoid warehouse storage fees.
7. Arrival of a consolidated shipment is subject to the shipping schedule and the cut off times for both air and ocean freight shipments.
8. If there is a short-shipped package from a properly communicated consolidation request, freight and other charges will be combined to reflect consolidated billable charges. Additional fees may apply for short-shipped packages, but not an entirely new invoice based off the short-shipped package.
9. A consolidation is held for thirty-days (30) free of storage charge for ocean freight. After thirty-days warehouse storage fee will apply.
10. A consolidation is held for a maximum of fifteen (15) days for air freight shipments. Consolidations will automatically close after fifteen (15) days and shipments on hand will be shipped to Grand Cayman. The customer can request a new consolidation for the remaining shipments to arrive, otherwise, shipments will incur billable freight charges for each new shipment as received in Miami and shipped to Grand Cayman.

### Freight Fees & Other Charges

1. Freight rates are uncontracted and are subject to change without notice.
2. Standard air freight rates are applied to the chargeable weight of a shipment. The chargeable weight is either the shipping weight or the dimensional (volume weight), whichever is greater. The volume weight on an air freight shipment is calculated by  $L*W*H(\text{inches})/166$ .
3. Standard ocean freight rates are applied at minimum for shipments of ten (10) cubic feet or less. For shipments exceeding 10 cubic feet, the applicable rate is applied to the total chargeable volume or weight of a shipment, whichever is greater. Every cubic foot = maximum weight of 62.42 pounds.
4. The value of the shipment does not determine the freight charges. The weight and or dimensions determine how freight rates are applied.
5. Additional standard service fees and charges include:
  - For Airfreight- handling, consolidation (if applicable), repacking (if applicable) insurance, government duty, package tax and warehouse fee, to door delivery (if applicable).
  - For Ocean Freight- processing, customs brokerage, warehouse fee, insurance, government duty and port fees, to door delivery (if applicable)
6. Special rates will apply for dangerous goods and any shipment that requires above established standard service for freight and handling.

## Payment Terms

1. Payment terms for all shipments are cost on pickup or before delivery. Customers will receive an electronic invoice when shipments have arrived and are available. A payment link is included to facilitate online payments.
2. A delivery to door service requires payment of full invoice balance including additional delivery charge before delivery can be scheduled.
3. Standard delivery charges cover for delivery to door only. It does not include unboxing and fit out/setup service.
4. Payment on account should be covered on a First in First Out Policy.

## Domestic Delivery Terms

1. Payment in full received by 12:00 pm Mon to Friday on First in First Out Policy will be delivered same day by 6pm.
2. Payment in full received after 12:00 pm Monday to Friday on First in First Out Policy will be delivered next day by 4pm.
3. Standard delivery service includes delivery to door only. Additional white glove service for unboxing and fit out is available at an additional cost.

## Product Return

1. A faulty product that is not the result of damage caused during transit and handling will be excluded from insurance claims.
2. All freight and other cost associated with the international return of a faulty product to the vendor is the responsibility of the customer. An international courier return label does not work from the Cayman Islands.

## Insurance Claims

1. NCI's insurance coverage commences from the moment shipments are delivered to either one of our warehouses in Miami. Coverage in Miami is limited to actual value of an invoice, value in part or in whole. NCI freight insurance does not cover for manufacturer fault.
2. A delivery is confirmed at our warehouse location, when tracking information provides delivery location, time of delivery and receiver's name and signature.
3. Where applicable, insurance covers for pro-rated freight and duty upon arrival of shipments in Grand Cayman.
4. Insurance policy remains active for two days after shipment notice of availability is send to customers in Grand Cayman. A claim must be submitted within forty-eight (48) hours of notice of shipment availability.
5. A claim is typically processed within thirty (30) to sixty (60) days after claim has been submitted and accepted. NCI cannot re-order lost or damaged cargo during claim processing period. Customer may choose at their sole decision to reorder items until claim has been approved and funds disbursed.
6. An acceptance of claim submitted does not mean an approval of claim.
7. There are items which are automatically exempted from insurance, these are, Antiques / Fine artwork: paintings, drawings, statues, rare books, and other works of art  
Fine jewelry, fine watches  
Precious stones, diamonds

Precious metals and bullion (gold, platinum, silver, and other precious metals or articles)  
Money and currency in any form (including phone cards and gift cards)  
Accounts, bills, deeds, notes, securities, stock certificates, trading stamps, valuable papers or documents, evidence of debt, letters of credit, tickets, passports, manuscripts, mechanical drawings  
Recorded or electronic data and media  
Contraband or property during illegal transportation or trade  
Furs / Animal Hide  
Used household goods and personal effects  
Perishables  
High value consolidations of cell phones and laptops and other computer, and computer parts and equipment, and electronics.

8. Customers will also need to sign a separate agreement which outlines the delivery terms and insurance coverage as it relates to **White Glove Delivery**. This agreement will be sent separately on service request by customer.

### Indemnity

1. Customers agree to indemnify and hold harmless NCI, its affiliates companies and their respective officers, directors, employees, agents and representatives from any and all claims.