

1. **General:** This Customs Clearance and Shipping Services, Abacus Advantage Loyalty Programme (the 'Scheme') is only available:
 - i. to Selling Partners ('you', 'your' or "Eligible Selling Partner") as further described below in Section 2 and selling to customers across the border (between the EU and UK); who
 - ii. have an 'Eligible Selling Account', meaning the seller is using Fulfilment by Amazon;
 - iii. shipping via small parcel delivery or pallet delivery, where you purchase services related to customs clearance ('Customs Services'), from AVASK Global Compliance LTD, 5 Kew Road, Parkshot House, Richmond, Surrey, TW9 2PR, United Kingdom, ("Service Provider", "AVASK") in connection with cross-border small parcel and pallet shipments between the UK and the EU countries as further described below in Section 2 fulfilling the scheme criteria specified in Section 4 below and;
 - iv. who hasn't been participating in any other scheme related to the Customs Clearance and Shipping Services on Amazon. By participating in this Scheme, you accept these terms and conditions (the "Scheme Terms").
2. **Scheme Criteria:** The Scheme has a rolling annual enrolment, from January 1st to December 31st each year. AVASK reserves the right to modify or withdraw the reward scheme at its sole discretion. AVASK will provide Amazon and Selling Partners with 60 days' notice on changes to the Scheme.
 - i. all Eligible Selling Partners who have crossed the threshold for automatic enrolment by ordering cross-border small parcel or pallet shipments to an Amazon warehouse in the United Kingdom or in the European Union via the AVASK and Amazon C2S2 Programme, with the Service Provider during each scheme annual period will be eligible to receive the scheme rewards.
 - ii. Only shipments paid via the AVASK Client Portal are eligible for reward under this scheme.
 - iii. Cancelled shipments are not eligible for reward under this scheme.
 - iv. The scheme resets every year at 11.59pm GMT on the 31st December.
 - v. Those Selling Partners who have crossed the threshold of either Tier 1 or Tier 2 will immediately receive the benefits of the Abacus Advantage Loyalty Scheme.
 - vi. Upon scheme reset at 12.00am GMT on 1st January of each year, the Selling Partner(s)' reward shipments will reset to zero '0'. Selling Partners will retain eligibility for the Abacus Advantage Loyalty Scheme tier they achieved until 11.59pm on the 31st December of the new year.
 - vii. Selling Partners who do not send enough qualifying shipments for a specific Abacus Advantage Tier will either reduce or lose their entitlement at the end of the new year, depending on the number of qualifying shipments they make over the course of the year
 - viii. Selling Partners who send enough qualifying shipments to retain their Abacus Advantage Tier will re-qualify for entitlement for the following year.

3. **Scheme Rewards:** Selling Partners can benefit two Tiers of rewards under the Abacus Advantage Reward Scheme. Reward tiers are outlined as:
 - i. Tier 1 Rewards – achieved after sending the fifth qualifying shipment. From their sixth shipment, Selling Partners will receive a 10% reduction on Customs Brokerage fees (full price 60€ per shipment, Tier 1 reduced price 54€ per shipment).
 - ii. Tier 2 Rewards – achieved after sending tenth qualifying shipment. From their eleventh shipment, Selling Partners will continue to receive a 10% reduction on Customs Brokerage fees, as outlined in Section 3.i., along with priority support, a dedicated priority email box with reduced SLA times, from 24 hours to eight hours. Additional partner benefits will also be introduced and offered to Tier 2 Selling Partners. These will be outlined in provided literature, which accompany these terms and conditions.
 - iii. All rewards are subject to change by AVASK at their absolute discretion. AVASK will provide Amazon and Selling Partners with 60 days' notice on changes to the Scheme.
4. **Promotion Criteria:** To benefit from this Promotion, you must:
 - i. Sign up to the Customs Clearance and Shipping Services on Amazon scheme (Abacus)
 - ii. Send your first five shipments between 1st January and 31st December to automatically enrol on the Abacus Advantage Rewards
 - iii. Provide to the Service Provider within the relevant timescales as required by them, all information, documents and signatures necessary to receive the Customs Services, as determined by the Service Provider;
 - iv. Have an Eligible Selling Account active for the duration of the time in which you receive the Customs Services;
 - v. Make timely payment to the Service Provider as described below;
 - vi. Comply at all times with the applicable terms and conditions of the Service Provider; and
 - vii. Have received and paid the relevant invoice from the Service Provider for Brokerage Services.
5. **Your Information:** To enable the Service Provider to provide the Customs Services on your behalf, you provide the Service Provider with all necessary information that the Service Provider requires to provide the Customs Services (which is the following data):
 - i. for natural persons:
 - a) Full name;
 - b) Email address;
 - c) Telephone number;
 - d) Seller account name in Seller Central;
 - e) Date of birth;
 - f) Residential address, full address with postcode;
 - g) Business address, full address with postcode;

- ii. And, for legal entities:
 - a) Registration number of the company;
 - b) Company name of the company;
 - c) Seller account name in Seller Central;
 - d) Full name of primary contact;
 - e) E-mail address of primary contact;
 - f) Phone number of primary contacts;
 - g) Product list;
 - h) Registered business address, full address with postcode.
 - iii. The above data will be collected via an external web form (not hosted or managed by Amazon) where you will also be asked to provide any other information that AVASK requires in order to provide the Customs Services to you. You can find a list of the additional information you are required to provide via the following link. The data collection via the aforementioned web form and the processing of the data for the purposes of the Customs Services is carried out by the Service Provider in accordance with the Service Provider's privacy policy.
 - iv. The Service Provider will share the following information with Amazon for the purposes of this Promotion:
 - a) Seller account name in Seller Central,
 - b) Details of your progress in obtaining the Customs Services,
 - c) confirmations of each Eligible Shipment and
 - d) details of invoices for amounts owed by you to the Service Provider in respect of the Customs Services to enable Amazon to verify that the Promotional Reward is payable and/or has been properly used.
 - v. When sending inventory from the EU to the UK, in line with requirements of the Fulfilment House Due Diligent Scheme (FHDDS) regulation in UK, you will also authorize Amazon to collect Import Entry Numbers (IENs) for your goods and any other necessary customs related information from the Service Provider, which Amazon may need to provide to UK Customs authorities upon request.
6. **Payments/Payment Deadline/Expiry of Scheme Reward:** As a requirement to participate in this Promotion, you will pay custom brokerage fees per consignment & custom duties per consignment (to the extent not covered by the Scheme Reward). These will be charged to you via an invoice from the Brokerage Service Provider. You will be required to complete payment of custom brokerage fees at the time of booking to the service provider & custom duties within 7 business days from the invoice date. In case of non-payment within 7 days, you will become ineligible for the Scheme Reward and will be responsible for meeting the full cost of the services performed by the Service Provider with your own funds.
7. **Costs and Fees not covered by the Scheme:** This Promotion only applies to the Abacus Advantage Reward Scheme and does not cover any other costs, fees or expenses whatsoever

(including without limitation translation costs, notarization costs, courier costs, taxes or duties payable, any customs clearing costs, shipping costs or fees to the carrier or freight forwarder, or any additional costs or funds required by the Service Provider.) It also does not cover shipping expenses from your facility to Amazon's fulfilment centre.

8. **Additional Terms:** Participation in the Fulfilment by Amazon program is subject to the FBA terms and policies in the Amazon Services Europe Business Solutions Agreement, which also means that certain goods are not currently supported on Customs Clearance and Shipping Services on Amazon such as Dangerous Goods (view the complete list here). Be informed that you will not receive any reimbursement for shipments containing any of those items and they will not be able for selling in the destination market you chose. Same if you will ship to local Amazon warehouse boxes labelled with non-compliant labels (notice that you are required to ship to local Amazon warehouse boxes labelled with FBA labels containing (a) local Amazon warehouse address as destination address, (b) FBA barcode, (c) QR code, (d) Visual Sortation Marker – see here example).

Customs Services are provided by AVASK and are subject to the relevant provider's terms and conditions. You will be contracting directly with AVASK, who will be providing the Customs Services to you at your direction and expense.

Amazon does not provide customs brokerage, or direct or indirect representation services and is not responsible for any losses, costs, expenses or liabilities incurred by you or the Service Provider arising out of or in connection with the Customs Services. If you do not meet the requirements set forth in The Abacus Advantage Loyalty Programme, you will not be entitled to the Programme Rewards.

9. **Termination:** The Scheme Terms will automatically terminate upon: (i) the termination of the relevant Service provider Terms, or (ii) notice by us at our sole discretion. AVASK will provide Amazon and Selling Partners with 60 days' notice on changes to the Scheme.



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