

# TERMS OF SERVICE

## Terms and Conditions

Applicable to services sold departing from airports all over the world, in countries where Bullwrapping Global S.L. operates.

Bullwrap Solution (hereinafter referred to as BS) is the service offered by the Bullwrap Group (hereinafter Bullwrap), which wraps your Luggage, making it recognizable, protected, and uniquely identifiable.

It also helps you search for it in case of delivery delays on the part of the airline, and in managing unexpected expenses due to delay.

### 1. Definitions

**Luggage:** suitcases, totes, backpacks, boxes, cases, or any container treated with BS, including its contents (personal effects).

**Bullwrap Solution Customer:** the passenger of any airline that purchases the BS service (hereinafter "BS Customer").

**Non-compliance event:** Damage to Luggage (including theft or loss as defined by Damage to Luggage) or Delayed Luggage with the airline caused by the inadequate wrapping of the protective Bullwrap Film, or luggage that is inadequately identified or recovered due to the wrapping or Luggage Search Service; as defined below.

**Delayed return of Luggage:** the return of Luggage (not delivered by the airline upon arrival at the destination airport) occurred over 36 hours after arrival at the destination airport.

**Damage to Luggage:** for the purposes of this contract, Damage means:

- breakage of external or internal parts of the Luggage (including locks, hinges, wheels, and handles), which renders said luggage unusable, with the exception of scratches or small tears;

- damage to the personal effects contained within the luggage itself;
- this expressly excludes any objects treated with the Bullwrap Film protective wrapping but without a container (prams, skis, and other objects generally without a container).

The theft or loss of Luggage that is not found within the terms indicated below, will result in provisions according to the same penalty provided for in cases of damage.

Penalty: the amount recognized by Bullwrap to the BS Customer in the event of service non-compliance (penalty is not recognized for customers departing from Brazilian airports).

## **2. Bullwrap Solution includes the following services:**

**Bullwrap Film protective wrapping and application of a unique identification code:** this service refers to the treatment of the Luggage with a special high-quality, resistant, non-toxic, recyclable resin film that protects the Luggage, preventing damage (deriving, for example, from water, impact, and accidental openings) and makes it easily identifiable and found within airports.

In particular, the identification and recovery of the Luggage is guaranteed by the application of the Bullwrap Label, i.e. a sticker with a unique identification code (Bullwrap PIN) that is attached to the Luggage at the end of the wrapping as well as to the Bullwrap Warranty receipt.

In the event that the Luggage is registered by the airline as damaged upon arrival at the destination airport, the BS Customer must follow the BS Customer Instructions indicated at point 4 to activate the assistance service in case of Damage.

### **Luggage Recovery Service, in case of non-delivery by the airline.**

In the event that the airline does not deliver the Luggage upon arrival at the destination airport, Bullwrap will be responsible for the recovery of the BS Customer's Luggage; using, in particular, the identification and retrieval system for the Luggage as insured by the application of the Bullwrap Label. To this end, the BS Customer must activate the Luggage search service by following the BS Customer Instructions indicated at point 4.

The Bullwrap Customer Center offers support to the BS Customer in the search for Luggage that hasn't been delivered by the airline in order to facilitate its recovery, but it is not responsible for the location procedures of the airlines nor does it have any relationship with their internal search procedures.

Start and end of the Luggage search service: in case of delayed Luggage delivery by the airline upon arrival at the destination airport, the service starts from the date in which the non-delivery is communicated to the Bullwrap Customer Center and ends the 21st (twenty-first) day following that date.

For the purposes of this contract, at the end of the 21st (twenty-first) day following the date on which the Luggage is registered as undelivered upon arrival at the destination airport or, subsequently, from the date on which the non-delivery is communicated to the Bullwrap Customer Center, Luggage will be officially deemed lost and the search service will cease, without any further search obligation on the part of Bullwrap.

### **3. Penalties paid by Bullwrap to the BS Customer in case of non- compliance**

The BS Customer (penalty is not recognized for customers departing from Brazilian airports, who will be only entitled for the searching luggage service) will be entitled to the following penalties:

- in case of Damage (including theft or loss) of the Luggage treated with the Bullwrap Film protective wrapping, due to the inadequacy of the wrapping itself, inadequacy of identification and recovery of the luggage due to the Wrapping or the inadequacy of the Luggage Search Service:

the penalty will be in proportion to a sum equal to the current value of the luggage and personal effects according to their commercial value, within the limits indicated in the following table.

- in case of Delayed delivery of the Luggage, due to the inadequacy of the identification and recovery of the luggage due to the wrapping or the inadequacy of the Luggage Search Service:

Bullwrap will pay a penalty equal to the unexpected expenses (the limits and hypotheses of which are indicated in the following table) incurred as a result of the delivery of the luggage with a delay exceeding 36 hours from the time of arrival at the destination airport.

*\*The sums are paid in addition to what is reimbursed by the responsible airline and up to the limits indicated.*

### **PENALTY LIMITS**

The sums indicated above will be paid within the following limits.

<b>Damage to Luggage</b>	<b>Penalty limit</b>
Damage (including loss and theft) of luggage	€ 600.00
Damage (including loss and theft) of individual objects contained in the luggage	€ 150.00
Damage (including loss and theft) of photography equipment and photosensitive materials, radios, televisions, any other electronic equipment, musical instruments, personal defense and/or hunting weapons, diving equipment, eyeglasses, or sunglasses. The aforementioned provided that such items are contained in the luggage.	Up to 50% of the limit
Damage (including loss and theft) of Cosmetics, medicines, health items, jewelry, precious stones, pearls, watches, gold/silver/platinum objects, furs, and other precious objects. The aforementioned provided that such items are contained in the luggage.	Up to 30% of the limit
Replacement of documents (identity card, passport, driving license) due to theft, loss, or destruction of luggage. The aforementioned provided that such items are contained in the luggage.	€ 50.00
<b>Delayed delivery of Luggage</b>	<b>Penalty limit</b>
Unforeseen expenses for the purchase of toiletry and/or clothing items necessary in case of delayed return of luggage with a delay of more than 36 hours, relative to duly confirmed flights, occurring at the airport of destination of the outbound journey.	€ 150.00

*\*The Penalties are only recognized in excess of the amount compensated by the airline.*

**EXCLUSIONS:**

No penalty will be due for the following cases:

- damage to the following goods: value cards or documents with face value, coins, stamps; documents other than identity card, passport and driving license; live plants and animals, perishable goods or goods that are to be transported at a controlled temperature; automobiles and motor vehicles; explosives; objects of art;
- damages resulting from willful misconduct or gross negligence of the BS Customer;
- cases in which delayed delivery of luggage occurs at an airport within the city of residence of the BS Customer;
- in case of delayed delivery of the luggage, all costs incurred by the BS Customer after the receipt of the luggage itself;
- All events caused or dependent on:
  - wars, earthquakes, weather phenomena with the characteristics of natural disasters, phenomena of atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
  - strikes, revolutions, riots, or popular movements, looting, acts of terrorism and vandalism, since, in such cases, Bullwrap cannot be held responsible.

It shall be understood that:

- for each piece of luggage considered in the service, the BS Customer will be entitled to only one Penalty for Delayed return of the luggage and/or one single Penalty for Damage;
- the penalties mentioned above are due within the specified limits, it being agreed that additional damage cannot be refunded, with particular reference to the damage relating to the sentimental value of the Luggage and personal belongings damaged or not returned;

- The services included in the present contract are provided in relation to a single trip for each piece of Luggage, intending the trip for which the BS Customer previously uses BS in relation to the specific Luggage.

Furthermore, the services are not due:

- in cases where the claim of Damage or failure to deliver the Luggage by the airline upon arrival at the destination airport has been omitted, as provided for in the BS Customer Instructions in point 4, with the appropriate P.I.R. form (Property Irregularity Report), thus lacking proof that the Damage or delay in the delivery of the Luggage actually refers to the specific journey to which the service provided by Bullwrap is limited, or
- when the BS Customer has not taken the necessary measures to safeguard or recover the Luggage, or
- where the BS Customer does not communicate the Damage or non-delivery of Luggage to Bullwrap according to the time limits and methods provided in the BS Customer Instructions in point 4, or
- in case of luggage that hasn't been treated with BS, hand luggage, undeclared and/or undelivered luggage, luggage that is confiscated, withheld, opened and/or damaged by customs or other governmental authority;

**4. Instructions for the BS Customer, to be followed in case of Damage to Luggage or Delayed delivery of Luggage by the airline upon arrival at the destination airport:**

In order to prove the conclusion of this contract and exercise its rights, the BS Customer is required to keep and display the receipt or other document issued as proof of purchase of the BS service.

Under penalty of forfeiture of the rights referred to in this contract, in the event of Damage to Luggage or Delayed delivery of Luggage by the airline upon arrival at the destination airport, recognition of the right to the Penalties and/or provision of services provided by Bullwrap pursuant to this contract, are subject to the execution of the following obligations by the BS Customer, which is required to:

- a) Before leaving the luggage drop-off area of the destination airport, filling out the P.I.R. (Property Irregularity Report) form at the Lost & Found desk and then reporting the event to the responsible airline, from which will be requested the corresponding compensation.

b) After having made a claim with the airline, in order to activate the Luggage search service or to claim the penalties provided in case of Damage or Delayed delivery, communicate the Damage or non-delivery of the Luggage by the airline upon arrival at the destination airport to the Bullwrap Customer Center by using:

- the e-mail address [servicioclientes@bullwrapping.com](mailto:servicioclientes@bullwrapping.com)
- the website [www.bullwrapping.com](http://www.bullwrapping.com)

no later than 72 (seventy-two) hours from the time of arrival at the destination airport.

c) Provide the following documents to the Bullwrap Customer Center.

- Original receipt (Bullwrap Warranty) as a document certifying the purchase of BS;
- Original Luggage Identification Code (Bullwrap Pin);
- Photocopy of the Airplane ticket or boarding pass;
- Copy of the P.I.R. (complaint to the airport authorities and/or airline);
- Copy of the documentation certifying the date of return of the Luggage or failure of return within 21 (twenty-one) days of the BS Customer's date of arrival at the destination airport.
- Brief description of the event and circumstances;

For the purposes of penalty payment for Damage to Luggage (including theft or loss):

- Copy of the complaint sent to the responsible airline with the request for compensation, and the letter of reply from the airline itself;
- Copy of the documentation certifying the possible compensation provided by the air carrier;
- List of damaged, stolen, or lost items, their value, and the indicative date of purchase;
- Copy of invoices or receipts proving the value;
- Repair invoice or declaration of irreparable damage to damaged goods. For the purposes of penalty payment for delayed return of the Luggage:
- Declaration by the airport management company stating the delayed delivery of luggage beyond 36 hours.

For the purpose of recognizing the right to the expected penalties, the above documentation must be sent no later than 60 (sixty) days from the date of arrival of the BS Customer at the destination airport (in case of Delayed return of Luggage, loss or theft), or from the date of effective return of the Luggage (in case of physical damage of the luggage), unless unavailable due to no fault of the BS Customer.

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d) If Damage to the Luggage is discovered at the time of its return, the BS Customer must ask the airline for a new P.I.R. form related to the Damage and act in accordance with the above provisions communicating the event to the Bullwrap Customer Service no later than 3 (three) days from the effective return date of the luggage.

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