

Contracting conditions and declarations.

This document exclusively regulates all relations between THE CLIENT and THE FREIGHT AGENT, which are understood to be accepted from the moment the CLIENT makes a request for services to the FREIGHT AGENT, by any means accepted by the parties.

## **CHAPTER I. DEFINITIONS.**

The following words will have the meanings detailed below:

1.1. CLIENT. Any individual or legal entity that requires the services of a FREIGHT FORWARDER, whether in matters of consulting, advising, logistics in transportation, storage, distribution, management and handling of national and international cargo and goods or merchandise.

1.2. FREIGHT FORWARDER. Any individual or legal entity that provides consulting, advisory, and logistics services in transportation, transport, storage, distribution, management, and handling of national and international cargo and merchandise, acting as an AGENT or PRINCIPAL.

1.3. CONSIGNEE. The recipient of the goods and/or the holder so indicated in the Bill of Lading and/or any person who is the owner or has the right to possession of the goods.

1.4. GOODS. Movable goods that are susceptible to trade.

1.5. DANGEROUS GOODS. These are goods classified as such by International Maritime, Air, Land, etc., Standards, as well as those that may be or become dangerous, flammable, or radioactive, or that damage themselves or other property; goods that are packaged in a dangerous manner; goods that may harbor or originate vermin or other pests; goods that, due to legal, administrative, or other obstacles, such as their transport, unloading, or other circumstances, may cause the detention of another person or property; empty containers previously used for the transport of dangerous goods, except those that have been rendered safe; and goods that any authority considers dangerous or hazardous. This also includes all materials or elements that may pose a risk to human health, a danger to safety, or cause damage to the environment.

1.6. CONSOLIDATED CARGO. A grouping of goods belonging to several consignees, brought together to be transported from one port, airport or land terminal to another port, airport, land terminal, warehouse

or warehouse, in containers or similar, provided that they are contained in the same transport unit.

1.7. TRANSPORT UNIT. Packaging box, pallet, container, trailer, ship or any other mechanism used for the loading of goods by land, sea or air.

1.8. SERVICES. Any business undertaken, advice, information, benefit, assistance or function provided by the FREIGHT FORWARDER.

1.9. SERVICE REQUEST. Document or order, sent by any means from THE CLIENT to the FREIGHT FORWARDER for the provision of services.

1.10. CONDITIONS. This refers to the provisions set forth herein.

1.11. AUTHORITY. A legal entity that acts within its legal powers and has jurisdiction within a State.

1.12. The Hague-Visby Rules are the provisions of the Protocol amending the International Convention for the Unification of Certain Rules Relating to Bills of Lading, signed in Brussels on August 25, 1924, and amended by the Protocol agreed in Brussels on February 23, 1968.

1.13. WARSAW CONVENTION. It is the Convention for the Unification of Certain Rules Relating to International Air Transport, signed in Warsaw on October 12, 1929, and amended by the Hague Protocols of 1955 and Montreal Protocols of 1995.

1.14. UNCTAD. United Nations Conference on Trade and Development.

1.15. MAIN. Transportation service provided directly by the FREIGHT FORWARDER.

1.16. AGENT. Natural or legal person who offers their services by contract or provision by third parties in favor of the CLIENT.

1.17. RATE. Cost of services quoted by a FREIGHT FORWARDER.

1.18. MANDATE. Express or tacit determination for the purpose of carrying out a certain action in which the CLIENT entrusts the management of one or more businesses to the FREIGHT FORWARDER to take charge of them on behalf of and at the risk of the former.

1.19. ELECTRONIC COMMUNICATION. A form of communication through electronic means, such as a valid email address, for the purpose of exchanging information.

1.20. FORCE MAJEURE OR FORTUITOUS EVENT. The unforeseen event that cannot be resisted (events beyond control, unforeseeable), such as shipwreck, an earthquake, acts of authority exercised by public officials, etc.

The definitions described here are illustrative, not exhaustive.

## **CHAPTER II. SERVICE REQUESTS.**

1. The parties expressly agree that the services covered by this document refer to the goods specified by THE CLIENT in the service requests sent to the FREIGHT FORWARDER.

2. For a service request to be considered included within the stipulations, it must be sent to the FREIGHT FORWARDER by any of the means indicated by the latter and be accepted by the latter, expressly or tacitly.

## **CHAPTER III.- OF THE CLIENT.**

1. The CLIENT grants the FREIGHT FORWARDER the following general powers, unless otherwise agreed:

1.1. Mandate without representation to contract the transport of the goods specified in each of the service requests, on behalf of the FREIGHT AGENT, but for the account of the CLIENT.

1.2. Mandate with representation to contract the insurance that covers the risks of the goods whose transit is entrusted, in accordance with the provisions of this contract and provided that the CLIENT has provided what is necessary for this contracting, under the terms and conditions known and accepted by him.

1.3. Mandate with representation to deliver the goods on behalf of the CLIENT under the terms and conditions indicated in the instructions given by him.

1.4. Express mandate for the FREIGHT AGENT to carry out procedures and payments for services on behalf of and for the account of the CLIENT.

2. The CLIENT shall have the following rights and obligations:

2.1. The CLIENT will require the provision of services from the FREIGHT AGENT through the service request, entrusting the planning, control, coordination and direction of these to its counterpart, through relevant and executable instructions.

2.2. THE CLIENT warrants that he is either the owner or the agent authorized by the legitimate owner and also that he accepts these clauses not only on his own behalf, but also as an agent for or on behalf of the owner.

2.3. THE CLIENT must truthfully provide the FREIGHT AGENT with all information relating to the description, value, quantity, volume, weight and other characteristics of the goods subject to the services.

In case of concealment or falsification of data, THE CLIENT will assume full and absolute responsibility for what arises, which in an illustrative and not limited way includes damages and losses caused to the FREIGHT AGENT and to third parties, expenses and other economic benefits generated, as well as having the obligation to declare when it comes to goods considered as dangerous and to comply with the laws issued for that purpose.

2.4. The CLIENT will be deemed to have reasonable knowledge of the issues affecting the conduct of its business, including the terms of purchase and sale, the need for insurance and the extent of coverage available for the type of goods that will be available for transport, the need to prevent the transmission of viruses through electronic communications, the need for confidential handling of information related to high-value goods, and other related issues.

2.5. The CLIENT must give the FREIGHT FORWARDER, no later than the time of delivery of the goods, all the information and documentation respective for the transport in any contracted modality, which at least must contain: the name and address of the recipient, the place of delivery, the nature, the value, the number, the weight, the volume and characteristics of the things, as well as the special conditions for the load and when the goods have a special packaging or a technical distribution.

2.6. The CLIENT may provide the FREIGHT FORWARDER with the information necessary to determine the routes, mode, and means of transport for the goods specified in the service requests. The CLIENT assumes full responsibility for the suitability of their instructions and/or the selection of said routes, modes, and means. Likewise, the CLIENT assumes responsibility for any damage caused by the use of such route, mode, or means, provided that the FREIGHT FORWARDER, in selecting it, acted in accordance with the CLIENT's instructions.

2.7. The CLIENT must inform the FREIGHT FORWARDER, no later than the time of delivery of the goods, of all the information necessary to carry out the relevant export or import customs procedures, in accordance with applicable legislation, and will be responsible for all duties, contributions, taxes, and levies in general to which the goods are subject, including fines, late fees, and similar charges arising therefrom. Such responsibility will be waived if fault or negligence on the part of the FREIGHT FORWARDER is proven.

2.8. The CLIENT must give written instructions to the FREIGHT FORWARDER, in a reasonable time before the goods are made available for storage or transport, when it requires that the: 1.- Process the departure or arrival of the goods before the specific dates, 2.- Process that the goods are transported, stored or handled separately, 3.- Process the transport of goods that could contaminate or affect other goods or could harbor or originate pests, vermin or plagues or that for any reason put public health at risk, 4.- Make a declaration of the value or special interest to deliver it to any carrier or terminal.

2.9. By written instructions to the FREIGHT FORWARDER, THE CLIENT may transfer the stored goods to third parties along with the right to dispose of them.

2.10. The CLIENT may at any time modify the terms of the transport contracted with the FREIGHT FORWARDER or any other procedures related to the shipment, receipt, import, export, or transport of the goods. Such modifications must be made through any of the accepted means for submitting service requests. In these cases, the FREIGHT FORWARDER may accept or reject the modifications. If accepted, the FREIGHT FORWARDER must act in accordance with the new instructions and make every effort to modify existing contracts. If these contracts cannot be modified, the FREIGHT FORWARDER will notify the CLIENT of this circumstance without incurring any liability. If the FREIGHT FORWARDER rejects a modification, it must state, verbally or in writing, the reasons why it believes the terms of existing or future contracts should not be changed. In this case, the initial instructions will remain in effect.

2.11. Any additional costs incurred as a result of the change arranged by the CLIENT will be borne by the latter.

2.12. The CLIENT expressly authorizes the FREIGHT FORWARDER to delegate the provision of the requested services, in whole or in part. If the transportation commission is delegated, the intermediary commission agent will assume the obligations undertaken by the FREIGHT FORWARDER in connection with the transportation agreement.

2.13. The CLIENT shall have the right to inspect, either personally or through a third party, the goods while they remain under the custody of the FREIGHT FORWARDER during business hours, submitting to the instructions given by the FREIGHT FORWARDER while they remain under his care, for which purpose the latter may appoint a representative.

2.14. The CLIENT declares under oath that the goods are lawful and were acquired with resources of lawful origin, requesting that they be treated in accordance with these conditions.

2.15. The CLIENT declares under oath that the payments for the contracted commercial services are resources of lawful origin.

2.16. THE CLIENT specifically agrees to:

2.16.1. Report the value of the goods whose transit is entrusted to the FREIGHT FORWARDER. This value must specify the unit FOB price of each item transported, its quantity and quality, the value of taxes, packaging, freight, insurance, and any other applicable expenses.

2.16.2. Receive or arrange for the goods to be received at the location indicated to the FREIGHT FORWARDER in the service request.

2.16.3. Demonstrate to the freight forwarder, the carrier, or the customs authorities, and any other relevant authorities, when any of them so require, the ownership of the goods or the right of disposal that he has over them.

2.16.4. Pay, at the time of requesting the services, the value of the services provided and any other sums owed to the FREIGHT AGENT, in accordance with the rates established by the latter, as per the corresponding chapter.

3. Packaging and handling of merchandise by the CLIENT.

3.1. If the FREIGHT FORWARDER receives from THE CLIENT the goods or merchandise already loaded onto a transport unit, it will be THE CLIENT's responsibility to ensure that the transport unit is in good condition and suitable for transporting the cargo to the planned destination.

3.2. If a transport unit, whatever it may be, was not packed, stowed, or arranged by the FREIGHT FORWARDER, the latter will not be responsible for any loss or damage to its contents.

3.3. The CLIENT shall deliver the goods properly prepared, packed, packaged, marked, and labeled. The CLIENT guarantees that the preparation, packing, packaging, marking, and labeling of the goods is suitable and sufficient for any handling or operation that may affect them. Exceptionally, the FREIGHT FORWARDER may accept instructions from the CLIENT for the preparation, packing, packaging, marking, and labeling of the goods. In this case, the CLIENT shall be responsible for ensuring that such instructions are sufficient and clear for any person engaged in such activities to carry them out and that, if followed, the goods will withstand any handling or operation that may affect them.

3.4. The CLIENT shall be solely responsible for any losses, damages or breakdowns caused by inadequate or insufficient packaging carried out directly by the

The same CLIENT or on their own behalf, by a person other than the FREIGHT FORWARDER.

#### 4 Special Conditions.

Even if the FREIGHT FORWARDER accepts the CLIENT's instructions to collect freight, taxes, charges, accounts payable, or other expenses from the Consignee or another Person, upon receipt of a proper request from the FREIGHT FORWARDER and in the absence of evidence of payment (for any reason) from the Consignee, or another person; it is understood that the CLIENT remains responsible for such freight, taxes, charges, accounts payable, or other expenses.

### **CHAPTER IV. OF THE FREIGHT FORWARDER**

1 The freight forwarder shall have the following powers and obligations:

1.1. Receive the CLIENT'S instructions, contained in the service request.

1.2. To receive the goods specified in the service requests accepted by him, provided that they meet the specifications indicated therein.

1.3. To provide the CLIENT with the necessary advice for the planning, control, coordination and management of the transits entrusted to him.

1.4. To enter into the contract for the transport of goods in one's own name, in accordance with the instructions given by the CLIENT.

1.5. The freight forwarder offers its services based on these clauses, which are applicable to all activities and/or services that it offers or processes, in relation to the transportation of goods or the provision of services related to them, such as storage and any other type of logistics services.

1.6. The freight forwarder is obligated to receive the goods specified by the client in the service request, whose transport has been entrusted to him, and will only verify the apparent condition of the goods he receives and, eventually, their packaging, so he will not be responsible for the contents of the transport units.

1.7. THE FREIGHT FORWARDER undertakes to provide the services of planning, project, coordination, monitoring, control and management of all operations necessary for the transfer of the goods or merchandise described in this document, the different means of transport, as well as the handling, storage of the goods to the place of destination as requested by the CLIENT, established in the annexes of this document.



1.8. The freight forwarder must exercise reasonable care in fulfilling its obligations, including the selection and instruction of third parties who provide its contracted services on behalf of the client, and must perform its tasks with a reasonable level of attention, diligence, skill, and judgment.

1.9. The freight forwarder may reject service requests, in whole or in part, within three (3) days of receiving them. If no response is received within this timeframe, the request shall be deemed rejected. If a service request is rejected by the freight forwarder, the client may contract the same services covered by this agreement with any other party.

1.10. Similarly, if THE FREIGHT FORWARDER has not received the CLIENT's request and is notified by third parties of the shipment of goods or merchandise as the consignee for handling thereof, the latter may reject the merchandise, notifying the corresponding authorities of said refusal, as a precaution against the shipment of prohibited goods.

1.11. In the event that THE FREIGHT FORWARDER has to carry out acts of preservation of the goods sent, THE CLIENT will be responsible and will pay the costs involved without the fact that carrying out such acts implies acceptance of the request for services.

1.12. The freight forwarder shall supervise the movement of the goods using the means it deems appropriate, and has the duty to notify the client of any anomalies that may arise during transport. The freight forwarder may modify the transport conditions, even if this increases the cost, to safeguard the integrity of the goods. Should the freight forwarder incur additional expenses, these shall be borne by the client as indicated in this contract. When the freight forwarder deems it necessary to modify the transport conditions, it shall inform the client, explaining the reasons for its suggestion. If the client cannot be contacted or if circumstances prevent prior consultation, the freight forwarder shall take the necessary measures to protect the client's interests.

1.13. In accordance with the CLIENT's instructions, or when the CLIENT does not indicate otherwise, THE FREIGHT FORWARDER may freely choose the carrier, modes, means and routes of transport that it deems appropriate with the nature of the goods, the rules of trade, the terms of the letters of credit, the delivery times and any other additional circumstance that may influence said decision.

In special cases, the FREIGHT FORWARDER may deviate from the CLIENT's instructions and contract equivalent means or modes, provided that it fully obtains the transit entrusted to it.



1.14. The FREIGHT FORWARDER shall have the right, but not the obligation, to deviate from the CLIENT's instructions if, in its sole judgment, there is justifiable reason to do so for the CLIENT's benefit. The FREIGHT FORWARDER shall not assume any further liability beyond that described herein (if any).

1.15. At any time, THE FREIGHT FORWARDER may comply with orders or recommendations given by any authority.

1.16. You must deliver the goods or merchandise that are transported by this means, described in the annexes of this document or the service request, and they will be delivered to the place indicated therein, in accordance with the established conditions.

1.17. The FREIGHT FORWARDER, at the CLIENT's request and by its own agreement, may carry out all the corresponding procedures before the different authorities, and may contract or directly execute the foreign trade procedures necessary for the dispatch, transport, receipt, import or export of the goods delivered by THE CLIENT.

1.18. When the FREIGHT FORWARDER acts directly before the customs authorities, it will do so on behalf of the CLIENT; likewise, when the FREIGHT FORWARDER has the status of a duly authorized customs agent or hires an authorized customs agent, the CLIENT will be responsible for any claim that third parties make against it as a result of the acts it performs in the development of the services.

1.19. The FREIGHT FORWARDER's responsibility with respect to the Goods will terminate upon delivery or under other disposition of the Goods or merchandise in accordance with such orders or recommendations.

1.20. The FREIGHT FORWARDER may require the inspection of the goods at the end of each shipment and request from the CLIENT or the person receiving the goods, in accordance with the provisions of this contract and the particular instructions of each case, a document in which they declare that they have been received to their satisfaction and waive any claim against the FREIGHT FORWARDER.

1.21. The freight forwarder is not obligated to verify the authenticity or authority of the signatories of any communication, instruction, or document affecting the disposition of the goods. It is the client's sole responsibility to provide information on who the signatories will be and what identification documents they will use.

1.22. In the event that no one appears to receive the merchandise and the FREIGHT FORWARDER is forced to do so, the CLIENT will assume all responsibility for the expiration of the legal or contractual terms of

claim against the carrier for loss or damage to goods or for delays in delivery.

1.23. If for any reason delivery cannot be made, or if there is a disagreement regarding the terms of delivery or the person authorized to receive the goods, the FREIGHT FORWARDER may receive and return them, store them, or take any other precautionary measure at the expense of the CLIENT, the recipient, and the owner of the goods, jointly and severally. The FREIGHT FORWARDER may also dispose of fungible goods or goods susceptible to damage due to their nature or condition.

1.24. The freight forwarder will not be liable for delays in the delivery of goods. Any claim regarding this matter must be made in the presence of the carrier, except for services provided as a principal service.

1.25. The CLIENT will be solely responsible for all expenses incurred, whether for fines, delays, storage, damages, losses and other expenses that may arise.

## **CHAPTER V. ON THE MODALITIES OF SERVICES**

1 The freight forwarder shall have the following powers and obligations:

1.1. Receive the CLIENT'S instructions, contained in the service request.

1.2. Receive the goods specified in the service requests accepted by him, provided that they meet the specifications indicated therein.

1.3. To provide the CLIENT with the necessary advice for the planning, control, coordination and management of the transits entrusted to him.

1.4. To enter into the contract for the transport of goods in one's own name, in accordance with the instructions given by the CLIENT.

1.5. The freight forwarder offers its services based on these clauses, which are applicable to all activities and/or services that it offers or processes, in relation to the transportation of goods or the provision of services related to them, such as storage and any other type of logistics services.

1.6. The freight forwarder is obligated to receive the goods specified by the client in the service request, whose transport has been entrusted to him, and will only verify the apparent condition of the goods he receives and, eventually, their packaging, so he will not be responsible for the contents of the transport units.

1.7. THE FREIGHT FORWARDER undertakes to provide the services of planning, project, coordination, monitoring, control and management of all operations necessary for the transfer of the goods or merchandise described in this document, the different means of transport, as well as the handling, storage of the goods to the place of destination as requested by the CLIENT, established in the annexes of this document.

1.8. The freight forwarder must exercise reasonable care in fulfilling its obligations, including the selection and instruction of third parties who provide its contracted services on behalf of the client, and must perform its tasks with a reasonable level of attention, diligence, skill, and judgment.

1.9. The freight forwarder may reject service requests, in whole or in part, within three (3) days of receiving them. If no response is received within this timeframe, the request shall be deemed rejected. If a service request is rejected by the freight forwarder, the client may contract the same services covered by this agreement with any other party.

1.10. Similarly, if THE FREIGHT FORWARDER has not received the CLIENT's request and is notified by third parties of the shipment of goods or merchandise as the consignee for handling thereof, the latter may reject the merchandise, notifying the corresponding authorities of said refusal, as a precaution against the shipment of prohibited goods.

1.11. In the event that THE FREIGHT FORWARDER has to carry out acts of preservation of the goods sent, THE CLIENT will be responsible and will pay the costs involved without the fact that carrying out such acts implies acceptance of the request for services.

1.12. The freight forwarder shall supervise the movement of the goods using the means it deems appropriate, and has the duty to notify the client of any anomalies that may arise during transport. The freight forwarder may modify the transport conditions, even if this increases the cost, to safeguard the integrity of the goods. Should the freight forwarder incur additional expenses, these shall be borne by the client as indicated in this contract. When the freight forwarder deems it necessary to modify the transport conditions, it shall inform the client, explaining the reasons for its suggestion. If the client cannot be contacted or if circumstances prevent prior consultation, the freight forwarder shall take the necessary measures to protect the client's interests.

1.13. In accordance with the CLIENT's instructions, or unless otherwise specified by the CLIENT, the FREIGHT FORWARDER may freely choose the carrier, modes, means and transport routes it deems appropriate.

appropriate to the nature of the goods, trade rules, terms of letters of credit, delivery times and any other additional circumstances that may influence such decision.

In special cases, the FREIGHT FORWARDER may deviate from the CLIENT's instructions and contract equivalent means or modes, provided that it fully obtains the transit entrusted to it.

1.14. The FREIGHT FORWARDER shall have the right, but not the obligation, to deviate from the CLIENT's instructions if, in its sole judgment, there is justifiable reason to do so for the CLIENT's benefit. The FREIGHT FORWARDER shall not assume any further liability beyond that described herein (if any).

1.15. At any time, THE FREIGHT FORWARDER may comply with orders or recommendations given by any authority.

1.16. You must deliver the goods or merchandise that are transported by this means, described in the annexes of this document or the service request, and they will be delivered to the place indicated therein, in accordance with the established conditions.

1.17. The FREIGHT FORWARDER, at the CLIENT's request and by its own agreement, may carry out all the corresponding procedures before the different authorities, and may contract or directly execute the foreign trade procedures necessary for the dispatch, transport, receipt, import or export of the goods delivered by THE CLIENT.

1.18. When the FREIGHT FORWARDER acts directly before the customs authorities, it will do so on behalf of the CLIENT; likewise, when the FREIGHT FORWARDER has the status of a duly authorized customs agent or hires an authorized customs agent, the CLIENT will be responsible for any claim that third parties make against it as a result of the acts it performs in the development of the services.

1.19. The FREIGHT FORWARDER's responsibility with respect to the Goods will terminate upon delivery or under other disposition of the Goods or merchandise in accordance with such orders or recommendations.

1.20. The FREIGHT FORWARDER may require the inspection of the goods at the end of each shipment and request from the CLIENT or the person receiving the goods, in accordance with the provisions of this contract and the particular instructions of each case, a document in which they declare that they have been received to their satisfaction and waive any claim against the FREIGHT FORWARDER.

1.21. The FREIGHT FORWARDER is not obligated to verify the authenticity or authority of the signatories of any communication, instruction, or document

that affects the disposition of the goods. It is the CLIENT's strict responsibility to provide information on who will be the signatories and with what document they will be identified.

1.22. In the event that no person appears to receive the merchandise and the FREIGHT FORWARDER is forced to do so, the CLIENT will assume all responsibility for the expiration of the legal or contractual terms of claim to the carrier for loss or damage to the goods or for delays in delivery.

1.23. If for any reason delivery cannot be made, or if there is a disagreement regarding the terms of delivery or the person authorized to receive the goods, the FREIGHT FORWARDER may receive and return them, store them, or take any other precautionary measure at the expense of the CLIENT, the recipient, and the owner of the goods, jointly and severally. The FREIGHT FORWARDER may also dispose of fungible goods or goods susceptible to damage due to their nature or condition.

1.24. The freight forwarder will not be liable for delays in the delivery of goods. Any claim regarding this matter must be made in the presence of the carrier, except for services provided as a principal service.

1.25. The CLIENT will be solely responsible for all expenses incurred, whether for fines, delays, storage, damages, losses and other expenses that may arise.

## **CHAPTER VI. OF DANGEROUS AND SPECIAL GOODS.**

1. THE CLIENT must comply with local and international regulations governing the transport of dangerous goods and in any case inform the FREIGHT FORWARDER in writing about the exact nature of the hazard.

### **2. DANGEROUS GOODS:**

2.1. In the absence of such instructions, if the freight forwarder, the carrier, an authority, and/or a duly authorized third party believe that the goods pose a risk to life or property, the goods may be unloaded, destroyed, or rendered harmless, as circumstances require, without any compensation being due. Any resulting expenses and damages shall be borne by the client.

2.2. If any non-hazardous goods shipped with the knowledge of the FREIGHT FORWARDER regarding their nature become hazardous while under their responsibility, they may still be unloaded, destroyed, or deposited, without any liability on the part of the FREIGHT FORWARDER.

2.3. The CLIENT agrees not to ship any goods that are hazardous, flammable, radioactive, dangerous, or harmful without explaining the characteristics of the goods to the FREIGHT FORWARDER. The CLIENT agrees to mark the goods and the exterior of the packaging or container in which they will be placed in compliance with any applicable laws or regulations during transportation, or to request this marking from the FREIGHT FORWARDER by written instruction.

2.4. THE CLIENT shall indemnify the FREIGHT FORWARDER in case of loss, damage, costs or expenses incurred by the latter as a consequence of the omission of this obligation, insufficient performance or late execution.

2.5. Without a prior written agreement from a representative authorized by the FREIGHT FORWARDER, the FREIGHT FORWARDER will not accept or negotiate with goods or merchandise that require special handling with respect to transportation, handling, or security, whether due to their nature of being attractive to theft or other reasons.

### 3. SPECIAL GOODS:

3.1. In the case of merchandise classified as "perishable," THE CLIENT must take the precautions required by the nature of the merchandise for its delivery. THE FREIGHT FORWARDER will not assume any responsibility for damage, losses resulting from delays due to inspection by government authorities, lack of space on carrier lines, connection delays, and in general, for all causes not attributable to the agent's conduct and the time of transport or transit of the goods.

3.2. The works of art and other high-value items described here are illustrative but not exhaustive. Items whose volume-to-weight ratio does not correspond to the freight forwarder's rates, such as bicycles, used vehicles, household goods, pens, bamboo furniture, or hollow glass, will be accepted according to the rates available upon request from the freight forwarder. Local duties, taxes, and charges, as well as baggage fees and local delivery charges, are additional to the freight rate unless otherwise stated.

## **CHAPTER VII. INSURANCE CONDITIONS.**

1. THE CLIENT must comply with local and international regulations governing the transport of dangerous goods and in any case inform the FREIGHT FORWARDER in writing about the exact nature of the hazard.

### 2. DANGEROUS GOODS:

2.1. In the absence of such indications, if the freight forwarder, the carrier, an authority and/or a duly authorized third party believe that they constitute a risk to life or property, the goods may be unloaded, destroyed or transformed and rendered harmless, as appropriate.

circumstances may require, and no compensation will be due. Any expenses and damages incurred will be borne by the CLIENT.

2.2. If any non-hazardous goods shipped with the knowledge of the FREIGHT FORWARDER regarding their nature become hazardous while under their responsibility, they may still be unloaded, destroyed, or deposited, without any liability on the part of the FREIGHT FORWARDER.

2.3. The CLIENT agrees not to ship any goods that are hazardous, flammable, radioactive, dangerous, or harmful without explaining the characteristics of the goods to the FREIGHT FORWARDER. The CLIENT agrees to mark the goods and the exterior of the packaging or container in which they will be placed in compliance with any applicable laws or regulations during transportation, or to request this marking from the FREIGHT FORWARDER by written instruction.

2.4. THE CLIENT shall indemnify the FREIGHT FORWARDER in case of loss, damage, costs or expenses incurred by the latter as a consequence of the omission of this obligation, insufficient performance or late execution.

2.5. Without a prior written agreement from a representative authorized by the FREIGHT FORWARDER, the FREIGHT FORWARDER will not accept or negotiate with goods or merchandise that require special handling with respect to transportation, handling, or security, whether due to their nature of being attractive to theft or other reasons.

### 3. SPECIAL GOODS:

3.1. In the case of merchandise classified as "perishable," THE CLIENT must take the precautions required by the nature of the merchandise for its delivery. THE FREIGHT FORWARDER will not assume any responsibility for damage, losses resulting from delays due to inspection by government authorities, lack of space on carrier lines, connection delays, and in general, for all causes not attributable to the agent's conduct and the time of transport or transit of the goods.

3.2. The works of art and other high-value items described here are illustrative but not exhaustive. Items whose volume-to-weight ratio does not correspond to the freight forwarder's rates, such as bicycles, used vehicles, household goods, pens, bamboo furniture, or hollow glass, will be accepted according to the rates available upon request from the freight forwarder. Local duties, taxes, and charges, as well as baggage fees and local delivery charges, are additional to the freight rate unless otherwise stated.

## **CHAPTER VIII. STORAGE CONDITIONS.**

1. The FREIGHT FORWARDER will advise the CLIENT on matters relating to the storage of goods before and/or after transport or during the



Execution of the procedures and compliance with the formalities necessary for the issuance, receipt, and import of the goods. In fulfilling this obligation, the company must, following the CLIENT's instructions, select the warehouse where the goods will be stored at the points of shipment, destination, or intermediate locations.

2. Whether the storage of goods is contracted with a third party or done directly by the FREIGHT FORWARDER, the CLIENT, in addition to the information indicated in the service request, must indicate the following data:

2.1. Name of the person to whom the merchandise should be delivered.

2.2. Name of the carrier, multimodal transport operator or transport commission agent, as applicable, provided that the transport is not being coordinated by the FREIGHT FORWARDER.

2.3. A detailed and accurate description of the goods, including their class and nature, number of packages, technical data, measurements, weight, quality and, in general, any information that is considered necessary for the normal development of the storage.

3. If the goods are stored in a General Warehouse, the FREIGHT FORWARDER may appear as the owner of the goods for the purpose of issuing the corresponding Warehouse Receipt and pledge bond, when applicable. In these cases, the FREIGHT FORWARDER may endorse said negotiable instrument in favor of the CLIENT, the recipient of the goods, their owners, or any of their representatives, in which case the order will be considered fulfilled and the FREIGHT FORWARDER's obligation extinguished.

4. Special cases:

4.1. In the event that the goods being transported require storage due to unforeseen causes beyond the control of the FREIGHT FORWARDER (such as: failure to present documents, loss and replacement thereof, seizures by competent authorities, etc.), the cost of storage in relation to the time, volume, weight and value agreed upon at the designated location will be covered by the CLIENT, with the understanding that prior to the execution of this contract the CLIENT was informed which goods need to be stored.

4.2. If the CLIENT, consignee, or owner of the goods fails to collect the shipment at the designated time and place when and where the FREIGHT FORWARDER is authorized to deliver it, the FREIGHT FORWARDER may store the goods at the CLIENT's, consignee's, or owner's risk, at which time the FREIGHT FORWARDER's liability with respect to the goods, or any part thereof, will terminate entirely. All costs incurred as a result of such storage will be the CLIENT's, consignee's, or owner's responsibility.

These costs will be paid by the CLIENT as a result of not receiving the shipment on time. The CLIENT authorizes the FREIGHT FORWARDER to, at its expense, dispose of or sell (by sale or other means that are reasonable under any circumstances) goods that have been stored for more than 45 days and could not be delivered as indicated, after giving the CLIENT at least 5 calendar days' written notice, or without prior notice when the CLIENT cannot be located and a reasonable effort has been made to contact them.

1. The FREIGHT FORWARDER and the CLIENT assume their respective responsibility in the event of any breach of any provision agreed in this chapter.

2. Regarding the CLIENT:

2.1. The CLIENT shall indemnify the FREIGHT FORWARDER for any loss, damage, injury and/or expense, as well as for any liabilities that the latter has assumed to third parties, and that arise from compliance with the CLIENT's instructions, or that arise from any negligence or breach by the latter.

3. Regarding the FREIGHT FORWARDER:

3.1. The freight forwarder will be responsible for serious and intentional acts or omissions that the CLIENT demonstrates are attributable to the freight forwarder, provided that the user does not obtain or cannot obtain compensation from an insurance company or third parties.

3.2. The FREIGHT FORWARDER is exempt from all liability in the event of:

3.2.1. Acts or omissions of the CLIENT.

3.2.2. Insufficient or defective condition of packaging, markings or numbers.

3.2.3. Because the cargo, stowage or unloading was handled by the user or by a third party acting on their behalf.

3.2.4. Due to a defect inherent in the nature of the merchandise.

3.2.5. Due to strikes, work stoppages or any other obstruction to work, the consequences of which cannot be avoided by the agent.

3.2.6. Due to non-compliance with instructions received from the CLIENT after the issuance of the application document.

3.2.7. Confiscation of goods or any other act of authority.

3.2.8. If for any reason beyond the control of the FREIGHT FORWARDER, the transport is not carried out, there will be no liability for the latter.

3.2.9. For any reason that qualifies as force majeure or fortuitous event.

3.2.10. Damages caused by the delay in the delivery of the goods.

4. The CLIENT must notify the FREIGHT FORWARDER in writing of any claim no later than 15 (fifteen) calendar days following the date indicated for the delivery of the goods. Failure to provide notice as required in this clause will render the claim legally inadmissible, and no action may be taken against the FREIGHT FORWARDER to enforce the claim.

5. If the goods arrive at their destination and the consignee or their duly notified representative does not collect them before the legal deadline for them to be considered abandoned, the FREIGHT FORWARDER will not assume any responsibility for delays, storage fees, fines, or any other charges incurred with either private parties or government authorities. Furthermore, the FREIGHT FORWARDER is not obligated to carry out any legal and/or administrative procedures related to such abandonment.

6. The FREIGHT FORWARDER shall have a general right of lien on all goods and documents relating to the merchandise in its possession, custody, or control for the current amount owed by the CLIENT. Storage charges for the goods held shall continue to accrue pursuant to such right of lien.

7. The FREIGHT FORWARDER shall have the right to provisionally seize the goods and corresponding documents for outstanding and future debts of the CLIENT, including storage and recovery costs. Furthermore, the FREIGHT FORWARDER may execute the seizure in any manner it deems appropriate.

## **CHAPTER IX. RESPONSIBILITIES, PENALTIES AND COMPENSATION.**

1. The FREIGHT FORWARDER and the CLIENT assume their respective responsibility in the event of any breach of any provision agreed in this chapter.

2. Regarding the CLIENT:

2.1. The CLIENT shall indemnify the FREIGHT FORWARDER for any loss, damage, injury and/or expense, as well as for any liabilities that the latter has assumed to third parties, and that arise from compliance with the CLIENT's instructions, or that arise from any negligence or breach by the latter.

### 3. Regarding the FREIGHT FORWARDER:

3.1. The freight forwarder will be responsible for serious and intentional acts or omissions that the CLIENT demonstrates are attributable to the freight forwarder, provided that the user does not obtain or cannot obtain compensation from an insurance company or third parties.

3.2. The FREIGHT FORWARDER is exempt from all liability in the event of:

3.2.1. Acts or omissions of the CLIENT.

3.2.2. Insufficient or defective condition of packaging, markings or numbers.

3.2.3. Because the cargo, stowage or unloading was handled by the user or by a third party acting on their behalf.

3.2.4. Due to a defect inherent in the nature of the merchandise.

3.2.5. Due to strikes, work stoppages or any other obstruction to work, the consequences of which cannot be avoided by the agent.

3.2.6. Due to non-compliance with instructions received from the CLIENT after the issuance of the application document.

3.2.7. Confiscation of goods or any other act of authority.

3.2.8. If for any reason beyond the control of the FREIGHT FORWARDER, the transport is not carried out, there will be no liability for the latter.

3.2.9. For any reason that qualifies as force majeure or fortuitous event.

3.2.10. Damages caused by the delay in the delivery of the goods.

4. The CLIENT must notify the FREIGHT FORWARDER in writing of any claim no later than 15 (fifteen) calendar days following the date indicated for the delivery of the goods. Failure to provide notice as required in this clause will render the claim legally inadmissible, and no action may be taken against the FREIGHT FORWARDER to enforce the claim.

5. If the goods arrive at their destination and the consignee or their duly notified representative does not collect them before the legal deadline for them to be considered abandoned, the FREIGHT FORWARDER will not assume any responsibility for delays, storage fees, fines, or any other charges incurred with either private parties or government authorities. Furthermore, the FREIGHT FORWARDER is not obligated to carry out any legal and/or administrative procedures related to such abandonment.

6. The FREIGHT FORWARDER shall have a general right of lien on all goods and documents relating to the merchandise in its possession, custody, or control for the current amount owed by the CLIENT. Storage charges for the goods held shall continue to accrue pursuant to such right of lien.

7. The FREIGHT FORWARDER shall have the right to provisionally seize the goods and corresponding documents for outstanding and future debts of the CLIENT, including storage and recovery costs. Furthermore, the FREIGHT FORWARDER may execute the seizure in any manner it deems appropriate.

## **CHAPTER X. ON COMPETITION.**

1. Any service or activity provided by the FREIGHT FORWARDER, whether free or not, will be subject to these clauses, which are considered part of any agreement or arrangement between the FREIGHT FORWARDER and its CLIENT, and which shall prevail over any contractual conditions on the part of the CLIENT.

2. If any legislation, including rules and directives, is mandatory for any business undertaken, it is assumed that these clauses are subject to such legislation in relation to such business, and nothing in these clauses shall be construed as a waiver by THE FREIGHT FORWARDER of any of its rights or prerogatives, or as an increase of any of its obligations and responsibilities under such legislation, and if any part of these clauses conflicts with such legislation in any way, such part shall, in relation to such business, be invalidated to that extent and no further.

3. If a "bill of lading" or "waybill" is issued by or to the FREIGHT FORWARDER specifying that the FREIGHT FORWARDER enters into a contract as a carrier, the provisions set forth in such document shall prevail to the extent that such provisions do not conflict with these Clauses.

4. These Clauses shall apply to any claim or dispute arising out of or in connection with the services of the FREIGHT FORWARDER, and shall apply to all business, whether for consideration or free of charge, carried out by the FREIGHT FORWARDER on behalf of the CLIENT.

5. These conditions, their clauses and any act or contract to which they apply will be subject to the jurisdiction and application of Mexican laws and the Courts of the United Mexican States, the parties waiving any present or future domicile outside of said jurisdiction.

## **CHAPTER XI. FINAL PROVISIONS.**

1. Both parties may terminate the contractual relationship they enter into by means of a written notice sent to their counterpart, with 30 (thirty) days' written notice.

2. In the case of the previous clause, the CLIENT must entrust its management to a different person. Likewise, it must settle any outstanding debts it has with the FREIGHT FORWARDER.

3. Unless otherwise stated, the services being provided must be completed by the FREIGHT FORWARDER, under the terms described in this document.

Otherwise, the CLIENT is obligated to cover all expenses generated by the change and cancellation of the requested services.

4. The contractual relationship may also be terminated when it is impossible to carry out its purpose, either by one of the parties or by both.

