



FORWARDING AGENT COMMERCE STANDARD CONDITIONS FOR MEXICO, STC.

FORWARDING AGENT: SEA CARGO LOGISTICS, S.A. DE C.V.

CHAPTER I

STATEMENTS,

1. The current document regulates, in an exclusive way, all relations between THE CLIENT and THE FORWARDING AGENT, which are understood to be accepted since the moment when THE CLIENT makes a services request to THE FORWARDING AGENT, by any mean accepted by the parties.
2. It's understood that THE CLIENT is a natural, moral or legal person with legal capacity to hire services from THE FORWARDING AGENT.
3. It's understood that THE FORWARDING AGENT, is a natural or moral person, or entity, with legal capacity to hire and provide the services described herein either as Agent or as principal where appropriate.
4. The legal responsibility that is generated from current document is assumed by THE CLIENT and THE FORWARDING AGENT, and in case of irregular societies, by the natural persons who represent or comprise them.
5. The parties agree that when they use electronic devices to negotiate any matter total or partially, those communications have legal validity.

CHAPTER II

DEFINITIONS

6. The definitions described herein are including but not limited.
7. For purposes of this document is meant by:
 - 7.1. CLIENT. Any natural or moral person or entity, who requires provision of services from THE FORWARDING AGENT of consulting, advice, logistics in transportation, storage, distribution, management and cargo handling and merchandises or national and international goods.

- 7.2. FORWARDING AGENT. Any natural or moral person who provides services of consulting, advice, logistics in transportation, storage, distribution, management and cargo handling and merchandises or national and international goods as AGENT or PRINCIPAL.
- 7.3. CUSTOM AGENT is a natural or moral person or entity, with legal capacity for customs brokerage services provision, to the provision of services under the patent itself, to the promotion, management and advice to exterior commerce among others.
- 7.4. CONSIGNEE. The goods receptor and/or the incumbent thus indicated in the bill of landing and/or any person who is the owner or has right to merchandises possession, who has a present or future interest.
- 7.5. MERCHANDISES OR GOODS. Things or objects that are susceptible to be transported.
- 7.6. DANGEROUS MERCHANDISES. Those established with such quality in international Regulations in maritime, aerial, terrestrial, etc. matters, as well as those that can be or became dangerous, flammable or radioactive nature, or that damage themselves or another property or the goods that are packaged in a dangerous way, goods that can house or origin vermin or other pests, goods that due to legal, administrative or other obstacles such as their transportation, download or other kind of situation can be detained or that cause other person or property to be detained, empty containers that were previously used to transport Dangerous Goods, except those that were returned back safe, and goods that any authority considers dangerous or risky.
- 7.7. CONSOLIDATED MERCHANDISE. Group of merchandises belonging to various consignees, reunited to be transported to a harbor, airport or land terminal, in containers or similar, as long as are contained in the same transportation unit.
- 7.8. TRANSPORTATION UNIT. Packing box, pallet, container, trailer, vessel or any other mean used to and in relation to shipment of goods by land, sea or air.
- 7.9. SERVICES. Any assumed business or advice, information or services provided by THE FORWARDING AGENT.
- 7.10. SERVICES REQUEST. Document, order, either written, by telephone, electronic, sent by any mean that THE CLIENT gives to THE FORWARDING AGENT to provide its services.
- 7.11. CONDITIONS. It refers to provisions laid down in the current document and its annexed.
- 7.12. ANNEXED. Every document that applies and rules in regard to hiring SERVICES.
- 7.13. AUTHORITY. Administrative or legal person duly constituted that acts in within its legal powers and exerts jurisdiction in any nation, state, municipality, harbor or airport.
- 7.14. THE HAGUE-VISBY RULES. Are the provisions from the International Convention for the unification of some rules in relation to shipment knowledge signed in Brussels

on August 25th, 1924 and modified by the Protocol agreed in Brussels on February 23th, 1968.

- 7.15. WARSAW CONVENTION. Is the convention for the unification of some rules in relation to international airway transportation signed in Warsaw on October 12th, 1929, and modified by The Hague Protocol from 1955 and the Montreal Protocol from 1995.
- 7.16. PRINCIPAL. Service of transportation provided directly by THE FORWARDING AGENT.
- 7.17. AGENT. Services offered by hiring or third parties provided to THE CLIENT.
- 7.18. FEE. Cost of the services quoted by the FORWARDING AGENT.
- 7.19. MANDATE. Action in which THE CLIENT trust the management of one or more businesses to THE FORWARDING AGENT to take charge of them on behalf of and at the risk of the first one.
- 7.20. F.O.B. Corresponds to the English acronym Free OnBoard.
- 7.21. ELECTRONIC COMMUNICATION. Mean of communication through electronic devices such as a valid e-mail address, in order to get an information exchange.

8. SERVICE REQUESTS.

- 8.1. The parties expressly agree that the services this document is about refer to the merchandises determined by THE CLIENT in the service requests that are sent to THE FORWARDING AGENT.
- 8.2. In order that a services request is understood included in the provisions of this document should be sent to THE FORWARDING AGENT by any of the means specified in this clause and to be accepted by itself, express or tacitly.
- 8.3. The services requests would be done in written form, by telex, fax MODEM, letter, e-mail, or any other electronic mean, or printed that permits an understanding among two parties.

The acceptance of these conditions is presumed to be done with digital acceptance: electronic signature, shipping confirmation, or other mean.

CHAPTER III

ABOUT THE CLIENT.

9. THE CLIENT confers to THE FORWARDING AGENT in general unless otherwise agreed:

- 9.1. Mandate without representation to hire the merchandises transportation determined in every service request, in THE FORWARDING AGENT's name, but on behalf of THE CLIENT.
- 9.2. Mandate with representation to hire the assurances that cover the merchandises risks whose transit is entrusted, according to stipulated in this contract and as long as THE CLIENT have provided everything needed to this hiring, in terms and conditions known and accepted by him.

- 9.3. Mandate with representation to deliver the merchandises in name of THE CLIENT in terms and conditions indicated in the instructions given by him.
- 9.4. Explicit mandate for THE FORWARDING AGENT to make arrangements and payments of services in representation and on behalf of THE CLIENT.

10. THE CLIENT WILL HAVE THE FOLLOWING FACULTIES AND OBLIGATIONS.

- 10.1. THE CLIENT will require by a service request to THE FORWARDING AGENT the provision of such services, trusting the planning, control, coordination and direction of those to his counterparty, through the pertinent and executable instructions.
- 10.2. THE CLIENT assures that is either the owner or the authorized agent by the rightful owner and that accept also this clauses not only on behalf of himself but as agent to or in name of the owner.
- 10.3. THE CLIENT must provide truthfully to THE FORWARDING AGENT, all information concerning description, value, quantity, volume and weight and any other characteristics of the goods matter of this document and assures that information of any kind related to general nature and danger of Goods or Merchandises, its description, bar code, marks, number, weight, volume and quantity, as THE CLIENT or the person on his name supplies, is complete and correct at the moment in which THE FORWARDING AGENT, or third parties whose services were hired, took the Goods into custody. THE CLIENT is committed to provide a confirmation independent of such details according to what THE FORWARDING AGENT requests.

In case of concealment, delaying or falsehood of data THE CLIENT will assume total and absolute responsibility of what emerges including but not limited including damages and prejudices caused to THE FORWARDING AGENT and to third parties, costs and remaining economic benefits, in such a way will be obliged to declare in case of merchandises considered dangerous and fulfill the laws issued for such effect.

- 10.4. THE CLIENT will be considered with a reasonable knowledge of affairs that could affect his business' leading, including purchase and sale terms, the need of assurance and scope of coverage available for the kind of goods which will be available for transportation, the need to avoid virus transmission by electronic communications, the need of confidential management of the information related to great value goods, and other related issues.
- 10.5. THE CLIENT must give to THE FORWARDING AGENT, at the latest at the moment of merchandises delivering, any information and documentation corresponding to transportation in any hired modality, containing at least: "recipient's name and address, delivery place, nature, value, number, weight, volume and things'

characteristics, such as special conditions to cargo and when merchandises have a special package or a technician distribution”.

- 10.6. THE CLIENT will be able to give to the FORWARDING AGENT any necessary information to determine routes, way and mean of merchandise transportation determined in the services requests done. THE CLIENT will assume all responsibility of all suitability of instructions and/or of the choice he makes of routes, ways and means mentioned. Alike, THE CLIENT will assume any damage caused due to the use of such route, way or mean, provided that when selected THE FORWARDING AGENT has been adjusted to his instructions.
- 10.7. THE CLIENT must inform THE FORWARDING AGENT at the latest at the moment of merchandises delivering, all necessary data to make all relevant customs formalities for importation and exportation, in accordance to applicable law and will be responsible of all rights, contributions, and taxes in general, those that are the goods attached to, including fines, arrears and similar generated thereof. Such responsibility will be exempted when FORWARDING AGENT’s fault or negligence could be proved.
- 10.8. THE CLIENT must give all written instructions to THE FORWARDING AGENT, in a reasonable period of time before goods disposal for storage or transportation when THE CLIENT requires that THE FORWARDIN AGENT: 1.- processes the exit or arrival of goods before of the specified date, 2.- processes that the goods are transported, stored or handled separately, 3.- processes the transportation of goods that can pollute or affect other goods or that can house or cause plague, vermin or pests or that due to any cause can risk public health. 4. - makes a statement of value or special interest to deliver to any carrier or terminal.
- 10.9. Due to written instructions to THE FORWARDING AGENT, THE CLIENT will be able to transfer to third parties the stored merchandises such as the rights to dispose of them.
- 10.10. THE CLIENT will be able at any time to modify the transportation conditions whose hiring is entrusted to THE FORWARDING AGENT or any other formalities related to merchandises expedition, receipt, importation, exportation or handling. Such modification must be done by any accepted mean to make a services request. In these cases THE FORWARDING AGENT will be able to accept or refuse the modifications. In case that, modifications were accepted the agent must act according to the new instructions and make everything possible to modify the agreements celebrated previously; if those cannot be modified, THE FORWARDING AGENT will notify such circumstance to THE CLIENT without involving responsibility. In refuse, THE FORWARDING AGENT must express, verbally or in writing, the reasons why considers conditions from previous or future agreements should not be modified; in this case initial instructions will continue executed.
- 10.11. Any additional cost caused due to any change mandated by THE CLIENT will be assumed by this one.

- 10.12. THE CLIENT authorizes expressly to THE FORWARDING AGENT to delegate requested services delivery total or partially. In case that transportation commission would be delegated, the intermediary commission agent will assume the obligations got by THE FORWARDING AGENT corresponding to transportation hiring.
- 10.13. THE CLIENT will have the right to inspect, by itself or through another person, the merchandises while they stay under THE FORWARDING AGENT custody in business hours, being submitted to instructions given by THE FORWARDING AGENT while staying under its keeping, for which the last can name an agent.
- 10.14. THE CLIENT states under oath that merchandises are lawful and were acquired with lawful sources, asking to be handled under these conditions.
- 10.15. THE CLIENT states under oath that the payment of commercial services hired are lawful sources.
- 10.16. THE CLIENT is obliged specially to:
 - 10.16.1. To inform the merchandises value whose transits are trusted to THE FORWARDING AGENT. In this value unitary F.O.B. of each transported species should be specified, its quantity and quality, taxes value, packages, freights, assurances and any other cost that may ensue.
 - 10.16.2. To receive or to have someone receive the merchandises in the place stipulated to THE FORWARDING AGENT in the services request.
 - 10.16.3. To demonstrate to THE FORWARDING AGENT, the carrier or customs authorities, and any of any other kind, when any of them requires so, the merchandises property or disposal right. To pay, at the moment of service request, the value of services delivered and any other payment that THE FORWARDING AGENT owes, in conformity with fees established by the last one, according to the corresponding chapter.
 - 10.16.4. To pay, at the moment of service request, the value of services delivered and any other payment that THE FORWARDING AGENT owes, in conformity with fees established by the last one, according to the corresponding chapter.

11. Payment of fees

- 11.1. For charging services, THE FORWARDING AGENT will deliver to THE CLIENT the tax receipt in terms of the applicable tax laws which as requiring issuing electronic voucher should be sent by e-mail to e-mail addresses that were given from THE CLIENT to THE FORWARDING AGENT.
- 11.2. The parties agree that the vouchers sent to those e-mail addresses will have all legal effects to its charging and will be considered accepted within three days after its acceptance confirmation. In case that acceptance confirmation isn't received, they will be considered accepted within five days after been sent a second time to those addresses signaled by THE CLIENT.

- 11.3. In case of e-mail addresses modification to delivery or reception of electronic voucher, the party must deliver in the form of a written document signed, to the other party at least 10 days in advance.
12. Merchandise package and handling by THE CLIENT.
 - 12.1. If THE FORWARDING AGENT receives from THE CLIENT, the Merchandises or Goods already stowed in a Transportation Unit, will be THE CLIENT's responsibility the Transportation Unit to be in proper conditions and suitable for the Goods cargo transportation to the planned destination.
 - 12.2. If a Transportation Unit whatever it is, wasn't packaged, stowed or suited by THE FORWARDING AGENT, this will not be responsible of any loss or damage to contents if they're caused due to: (i) the way the Transportation Unit was packaged or filled; (ii) the inadequacy or deficient conditions of the Transportation Unit, considering that, if the Transportation Unit was provided by or in name of THE FORWARDING AGENT, this paragraph will be applied only if the inadequacy or deficient condition (a) emerged without FORWARDING AGENT negligence or (b) if it would have been apparent upon reasonable inspection by THE CLIENT, owner or representative of either or (c) if it emerged as a result of Good's particularities, and those particularities weren't notified to THE FORWARDING AGENT; or (iv) the Transportation Unit was not sealed at the beginning of any transportation.
 - 12.3. For that THE CLIENT must deliver the merchandises properly prepared, packaged, wrapped, marked and labeled. THE CLIENT guarantees that the preparation, packaging, wrapping, marking and labeling of merchandises is adequate and enough for any manipulation or operation can affect them. Exceptionally THE FORWARDING AGENT will be able to accept instruction from THE CLIENT for the preparation, packaging, wrapping, marking and labeling of merchandises. In this case THE CLIENT will respond that such instructions are clear and enough to be executed by anyone engaged in such activities and, if followed, the merchandises will endure any manipulation or operation that can affect them.
 - 12.4. It will be strict CLIENT's responsibility the loss, damages or failures caused by inadequate or insufficient wrapping done directly by the CLIENT itself or another person different from THE FORWARDING AGENT.
 13. Special conditions. Even when THE FORWARDING AGENT, accepts THE CLIENT's instructions to charge the freight, taxes, charges, debts to pay or any other cost to Consignee or any other person, under receipt of an adequate request from THE FORWARDING AGENT and, in lack of payment evidence (for any reason) by the Consignee, or any other Person, THE CLIENT continues being responsible of such freights, taxes, taxes, charges, debts to pay or any other cost.

CHAPTER IV.

ABOUT THE FORWARDING AGENT.

14. THE FORWARDING AGENT WILL HAVE THE FOLLOWING FACULTIES AND OBLIGATIONS.

- 14.1. To receive THE CLIENT's instructions, contained in the services request.
- 14.2. To receive the determined merchandises in the services requests accepted by him, when the specifications mentioned therein are attached.
- 14.3. To provide THE CLIENT all necessary advice for planning, control, coordination, and direction of transits entrusted.
- 14.4. To celebrate on its own behalf the merchandises transportation agreement, according to the instructions given by THE CLIENT.
- 14.5. THE FORWARDING AGENT offers its services based on these clauses and apply to any activity and services that THE FORWARDING AGENT offers or processes when processing transportation or providing services related to this, such as, among others, storage and any other kind of logistic services.
- 14.6. THE FORWARDING AGENT is obliged to receive the merchandises determined by THE CLIENT in the services request, which transportation has been entrusted in the terms of this document and will only verify the apparent condition of the merchandises received and, eventually, its package consequently will not be responsible of the contents in transportation units.
- 14.7. If the delivered merchandises or their package seem faulty or in bad conditions, THE FORWARDING AGENT must notify such circumstance promptly to THE CLIENT in order to take action of this case. If it's not done in a prompt time, THE FORWARDING AGENT must write down on the corresponding transportation document, will keep the documents and will do a written statement recording such circumstance, demarcating thus its responsibility.
- 14.8. THE FORWARDING AGENT, is committed to provide services of planning, project, coordination, monitoring, control and direction of all necessary operations for the transportation of merchandises and goods described in this document, the different means of transportation, such as handling, goods depot into the destination asked by THE CLIENT, established in the annexed of this document.
- 14.9. THE FORWARDING AGENT must take reasonable care while fulfilling its obligations, including selection and instruction from third parties which deliver their hired services in THE CLIENT's name, must play its tasks with a reasonable level of attention, diligence, ability and judgment.
- 14.10. THE FORWARDING AGENT will be able to total or partially refuse the services requests, within the three (3) days followed after been received, in case of silence it would be understood as refused. In case that a services request would be refused by THE FORWARDING AGENT, THE CLIENT will be able to hire the same services which this agreement is about with any other person designed by THE CLIENT.

- 14.11. Likewise, if THE FORWARDING AGENT, has not received the CLIENT's request and is notified by third parties of the merchandises or goods shipment as a Consignee for its handling, the same FORWARDING AGENT, will be able to refuse the merchandise, notifying the relevant authorities of such refusal, as prevention of the prohibited merchandises shipment.
- 14.12. In case that THE FORWARDING AGENT must execute acts of conservation of sent merchandises, THE CLIENT will be responsible and will pay the costs implied without meaning to accept the services request.
- 14.13. THE FORWARDING AGENT must supervise the merchandise movement, through the means he considers adequate, having the duty to notify THE CLIENT any anomaly that would be emerged during the execution of the transportation and being able to modify the transportation conditions, even if this become more onerous, in order to safeguard the merchandise's integrity. In case that THE FORWARDING AGENT has to make additional charges, these will be assumed by THE CLIENT as determined in this agreement. When THE FORWARDING AGENT estimates that modification of transportation condition is needed will notify THE CLIENT, explaining the reasons that support such suggest. If locating THE CLIENT is not possible or if the circumstances don't allow consulting in advance, THE FORWARDING AGENT will take action in the case in order to protect THE CLIENT's interests.
- 14.14. According to THE CLIENT's instructions, or when this one indicates differently, THE FORWARDING AGENT will be able to choose freely the shipper, ways, means and routes of transportation that considers convenient according to the merchandises nature, commerce regulations, terms in credit cards, delivery terms and any other additional circumstance that can influence in such decision. In special cases THE FORWARDING AGENT will be able to step aside from THE CLIENT's instructions and to hire equivalent ways or means, as long as he obtains completely the entrusted transit.
- 14.15. THE FORWARDING AGENT will have the right but not obligation of turning aside from THE CLIENT's instructions if, at its sole discretion, is there a justified reason to do it in THE CLIENT's benefit. THE FORWARDING AGENT will not get major responsibilities at all, in addition to those described herein (if any).
- 14.16. At any time, THE FORWARDING AGENT will be able to fulfill orders or recommendations given by any Authority.
- 14.17. It must deliver the goods or merchandises which through this mean are transported described in the annexed of this document or the services request, and will be delivered in the indicated place therein, according to established conditions.
- 14.18. THE FORWARDING AGENT requested by THE CLIENT and by its own agreement will be able to process all the formalities that correspond to the authorities, and will be able to hire or execute directly the foreign trade formalities needed to the

expedition, handling, receipt, importation or exportation of merchandises delivered by THE CLIENT.

- 14.19. When THE FORWARDING AGENT acts directly to the customs authorities, will do so by THE CLIENT, such as when THE FORWARDING AGENT, has the quality of customs agent duly authorized or hires an authorized customs agent, THE CLIENT will be responsible of any claim from third parties because of acts executed during services developing.
- 14.20. THE FORWARDING AGENT's responsibility, according to the Goods will be determined at the moment of delivery or under any other Goods or Merchandises disposal according to such orders or recommendations.
- 14.21. THE FORWARDING AGENT will be able to demand the merchandises inspection at the end of every cargo and to ask from THE CLIENT or from the person who receives the merchandises according to stipulated in this agreement and in the particular instructions of every case, a document in which the Goods or Merchandises are declared received satisfactorily and quitting from any complaint against THE FORWARDING AGENT.
- 14.22. THE FORWARDING AGENT is not obliged to verify the authenticity or authority of signatories of any communication, instruction or document that affects the merchandises disposal. Being THE CLIENT's strict liability to provide the information of those who will be the signatories and which document are they going to be identified with.
- 14.23. In case that any person reports to receive the merchandises and THE FORWARDING AGENT will be forced to do it, THE CLIENT will assume all responsibility of the expiration of statutory or contractual terms of claim to the carrier because of merchandises losses or faults or because of delivery delays.
- 14.24. If due to any other reason the delivery could not be done or it exists discrepancy about conditions in which this must be done or the legitimated person to receive the merchandises, THE FORWARDING AGENT would be able to receive them and to give them back, to deposit them or to take any other precautionary action at the expense of THE CLIENT, the addressee and the merchandises owner, in solidarity. Likewise will be able to dispose of things that are fungible or susceptible to damage due to their nature or status.
- 14.25. THE FORWARDING AGENT will not be responsible of delays on merchandises delivery. Any claim due to this concept, should be formulated in the carrier's presence, except for service delivery with principal mode.
- 14.26. THE CLIENT will be the only responsible of all costs incurred whether fines, delays, storages, damages, prejudices and any cost emerged.

15. SERVICES MODES

- 15.1. THE FORWARDING AGENT must provide its services either as principal or as agent; any service will be able to be done either as agent or principal.

- 15.2. It's understood that in general terms THE FORWARDING AGENT acts in its agent quality.
- 15.3. It's understood that THE FORWARDING AGENT provides its services when:
 - 15.3.1. To make any Good's transportation, handling or storage, only when transportation is done by THE FORWARDING AGENT, with own, outsourced or third parties' goods and Goods are under custody and real control of these.
 - 15.3.2. THE FORWARDING AGENT hires THE CLIENT under the legal figure of Multimodal Transporting Operator.
 - 15.3.3. THE FORWARDING AGENT accepts it expressly and written.
 - 15.3.4. The Principal's figure will be updated according only to the service delivered directly from THE FORWARDING AGENT, by its own means or employees, without considering those parties hired by third parties.
- 15.4. Without prejudice to Clause 14.1. when THE FORWARDING AGENT acts as an agent, has THE CLIENT's authorization to make and propose agreements in CLIENT's name and to make such acts that compromise THE CLIENT to such agreements or acts in every sense, however, any CLIENT's instruction deviation.
- 15.5. THE FORWARDING AGENT must, when requested by THE CLIENT, provide evidence of any other agreement signed as CLIENT's agent. In case of not fulfilling the obligation of providing such evidence, it'll be considered that THE FORWARDING AGENT signed the agreement with THE CLIENT as a principal to perform THE CLIENT's instructions.
- 15.6. THE FORWARDING AGENT, who accepts expressly act as principal in any of its services, will have total freedom to perform those services by itself, or to outsource in any term all or a part of such services.
- 15.7. If THE FORWARDING AGENT acts as principal in regard to Goods or Merchandises transportation by any modality (terrestrial, aerial or maritime), the following notification is issued: If transportation involves a final destination or stop in a country different from that of departure different Hague (in case of maritime transportation) and Warsaw conventions will be applicable, that govern respectively and, in most cases, limits the carriers' responsibility in regard to carriage loss or damage, likewise it's stipulated that the parties will respect the clauses from the transportation paper (aerial guide, consignment note, bill of lading, or any other) that THE FORWARDING AGENT issues acting as principal.

CHAPTER V.

16. JUSTIFICATION

The Goal of the Safety Of Life At Sea (SOLAS) act of 1974 is to safeguard human life at sea, this being said, the last modifications will affect directly on the foreign trade activities because the shipper will now have to declare correctly the weight and Verified Gross Weight (VGV) of the container. If the shipper does not declare correctly these weights then he could put at risk the sinking of vessels caused by the overweight of the cargo

shipped, putting then at risk the life of its tripultion. This is why we expose the following precisions:

17. DEFINITION

- 17.1. SOLAS. Safety of Life At Sea.
- 17.2. VGW. Verified Gross Weight
- 17.3. SHIPPER. The shipper is consider as the person or company appearing in this position on the Bill of Lading or the person having contracted a shipping line.
- 17.4. WEIGHT NOTIFICATION. Document provided by the shipper using methodology number 2 which describes the weight of the cargo.
- 17.5. WEIGHT CERTIFICATION. Document created by a licensed weighting entity that certifies the VGW of a bulk, pallet, package, box or any kind of bundle used for transportation. Sid weighting measure will be the Kilogram.
- 17.6. SHIPPING DOCUMENT. Is the document in which the VGW appears, regardless of the methodology used. It must be produced by the shipper according to the specifications described in the following chapters.

18. WEIGHTING METODOLOGY

Containers will have to be weighted to obtain a VGW according to the following 2 methodologies:

- 18.1. METHODOLOGY 1: In this case the container will have to be weighted including its content and cargo to be transported. In this case, the owner or instrument's owner will have to create the weight certification, in which the VGW, the container number, weighting company name and weighting instrument will have to be displayed.
- 18.2. METHODOLOGY 2: In this case, we will firstly weight the empty container, and then we will weight the cargo to be transported. It is important to mention that the sum of both weights will equal the VGW, and once we have obtained it it will have to be displayed on the Weight Notification.
- 18.3. In Mexico, both methodologies will be subject to the Mexican regulation NOM-010-SCFI1994, or to the procedures approved by Merchant Navy. In the other countries the regulation will be subject to the regulations adopted by each country for the SOLAS Act.

19. SHIPPER'S OBLIGATIONS AND RESPONSABILITIES

- 19.1. The shipper, wether the freight forwarder or the client, must comply with the following:
- 19.2. Obtain and document the VGW
- 19.3. The freight forwarder, as a shipper, will have to request to the client the deliverance of the weight certification in order for him to issue the shipping document with the VGW with enough time to the vessels' captain, its representative, or the terminal's representative so he can elaborate the stowage plan in which the portuary responsibilities will be considered.

19.4. The shipper will have to keep the original weight certification or weight notification in case any further clarification is needed.

20. DISCREPANCIES

20.1. In Mexico, it is considered a discrepancy when the declared VGW is greater than the margin of error determined by the local regulation NOM-010-SCFI-1994

20.2. Abroad, each country will establish the limit and methodology to calculate the discrepancies in declared VGW.

21. CONSEQUENCES

21.1. The container will not be shipped on board when there is a lack of information on the VGW for the loaded container. An exception will be made when the vessel's captain, its representative, or the terminal's representative have obtained the VGW by any other means.

21.2. Loaded container will not be shipped on board until its VGW is issued, when the SOLAS Act will not apply and cargo is delivered in a port terminal without the presentation of the VGW.

21.3. The vessel's captain will deny the container loading on board when it has not been properly weighted and verified, or when no proper document with VGW is expedited.

21.4. In case that a new weighting is required, either by the shipping line or the port terminal, and the first and second weight are a match, the cost of the weighting will have to be covered by the soliciting party.

21.5. The shipper will be responsible for all the costs and responsibilities, as well as all the costs incurred due to administrative sanctions, container demurrages, maneuvers, truck waiting time, storages and other costs if there is a mismatch between the first declared VGW and the new weighting.

CHAPTER VI.

ABOUT THE CUSTOMS AGENT

22. THE CUSTOMS AGENT WILL HAVE THE FOLLOWING FACULTIES AND OBLIGATIONS:

22.1. THE CUSTOMS AGENT will, in every moment, direct itself with responsibility, transparency, integrity and efficiency during the services provision.

22.2. THE CUSTOMS AGENT will fulfill every current and applicable law, regulation and policy, declaring under oath that he hasn't offered and will not offer, and is obliged to not offer in the future, either directly or indirectly, not to pay nor to give any valuable item to employees, government officials or candidates of political parties, nor international organizations officials or employees, with intent of influence improperly in getting or keeping any business, or to get any improper advantage in processing licenses, permissions and governmental authorizations needed for the Services that will provide.

22.3. THE CUSTOMER AGENT is obliged to control all the products and merchandises that had been delivered to its custom dispatch, till the set of merchandises dispatch's acts and formalities are done; consequently will be responsible of

reporting to THE CLIENT any anomaly, damage or loss that could be done during the dispatch. This report must be elaborated in written form and before doing the merchandises dispatch at customs previous CLIENT's written authorization, likewise it will be attached in its case, the breakdown party issued by the corresponding storage or transportation enterprise.

- 22.4. THE CUSTOMS AGENT assumes all responsibility according to penalties because of infringements to legal requirements due to mishandling during the customs dispatch of merchandises must consequently cover THE CLIENT, any fine or levy originated because of that reason, such as any other costs resulting of the foregoing. Likewise, THE CLIENT frees from all responsibility, provided that mistakes or omissions are attributable to THE CLIENT.
- 22.5. THE CUSTOMS AGENT is obliged to make on behalf and in the name of THE CLIENT, the payment of taxes and rights of the merchandises dispatch resulting from the definitive or temporal importation, tax warehouse, returns, exportations and/or any other customs formality, so THE CUSTOMS AGENT will make the corresponding payments and THE CLIENT will refund it provided that the original vouchers issued by the corresponding authority are presented, duly requested according to tax laws and in favor of THE CLIENT, or of whom the last designates for such effect.
- 22.6. All charges originated by assurances, handling, and storage or any other not included, will in charge of THE CLIENT. Such charges previous written authorization by any mean will be covered by THE CUSTOMS AGENT, in name and representation of THE CLIENT, who must show all original vouchers that support such charges, fulfilling all the current tax requirements and issued in favor of THE CLIENT, or the one designed for such effect. In case of being a positive balance after corresponding taxes, rights and freight had been paid, this balance could be applied to pay charges generated by shipment (handling, previous, storage, etc.) and could be applied to pay fees or other charges billed by THE CUSTOMS AGENT.
- 22.7. THE CUSTOMS AGENT must apply to importation merchandises, the preferential tariff agreement that protect the Certificates of Origin and de customs regime that THE CLIENT describes in the instructions letter, whenever the Certificates of Origin fulfill all the requirements from fulfilling instructions paper published in the Official Journal of Federation. This for every service of "merchandises dispatch" THE CLIENT requires.
- 22.8. THE CUSTOMS AGENT must inform THE CLIENT the change of any done address, within five business days before doing that change, or within the five business days after this changing occurs, otherwise any notification done to the address in this agreement, will be considered as applicable. In case that it's physically impossible to deliver notifications to designated address, it'll be understood that they're be delivered by other means such as fax, telex, e-mail or any other mean provided by THE CLIENT.

- 22.9. THE CUSTOMS AGENT will be notified by THE CLIENT any situation corresponding to tax data changes, likewise any supervision to the importers registry, embargos, Administrative Procedures in Customs Matters currents previous or at the moment of importation, and any extension or cancellation of Programs of Exportation Promotion or Programs of Sectorial Promotion or implementation of preferential tariff agreement established by international commerce agreements those that THE CLIENT has the right to apply to, through Certificates of Origin.
- 22.10. THE CUSTOMS AGENT will not enjoy of exclusivity right, THE CLIENT will have at any moment the right of doing with any third party, similar activities to these established in this document.
- 22.11. THE CUSTOMS AGENT is for every legal effects whenever appropriate, the boss of all people that, with reason of professional provision of services, work or collaborate in a direct form or not. In any case THE CLIENT will be responsible of worker-employer relationships established with those people, and if due to any cause, a CUSTOMS AGENT's worker demands THE CLIENT, THE AGENT since now commits to pay all costs, damages, demands and claims generated by the relations between this and its employees and/or a third party.
- 22.11.1. THE CUSTOMS AGENT assumes all responsibility of payment of salaries, compensations, payoffs, taxes and any other obligation related to employment contracts between this and its employees, outsources and outsources' employees. For this reason, THE CLIENT is not responsible of such obligations; THE CUSTOMS AGENT will compensate and free of all responsibility of demands against THE CLIENT and will reimburse any charge related to this clause.
- 22.11.2. The hiring parties does not have any corporative relationship, therefore THE CUSTOMS AGENT will not be able of present itself as legal representative, agent, employee or representative of THE CLIENT, in case that any of this actions happen will be reason to respond of corresponding damages and prejudices.
- 22.11.3. THE CUSTOMS AGENT is obliged to keep peacefully and safe THE CLIENT and to reimburse all outlays that could have been done because of the reasons and causes mentioned including but not limited, including lawyers fees in its case.
- 22.11.4. THE CLIENT is obliged not to offer work to any employee, collaborator and/or subordinated of THE CUSTOMS AGENT that works or has worked within the last 6 (six) months for this since the offering date.
- 22.12. For collection service THE CUSTOMS AGENT will provide THE CLIENT the bill(s) of expending at the latest upon the 8 natural days following the date of custom dispatch development. The payment of this will be done within the 30 natural days following the bill delivery properly completed according to the current tax laws,

same that requires issuing electronic vouchers should be sent by electronic mean to e-mail addresses provided by THE CUSTOMS AGENT.

- 22.12.1. In case of holidays or non-working days in reception of bills or payment of those, THE CLIENT commits to inform THE CUSTOMS AGENT de limit date of bills reception and the approximate date of payment of those bills.
- 22.12.2. In case of e-mail addresses changing for sending or reception of electronic bills, the party must notify in writing signed to the other party at least 10 days in advance.

22.13. THE CUSTOMS AGENT cannot use registered trademarks from THE CLIENT in connection with the provided services, and will use those registered trademarks only with written expressed consent of THE CLIENT.

- 22.13.1. THE CUSTOMS AGENT recognizes the right, license and interests of THE CLIENT in all registered trademarks in connection with the provided services and accepts not to participate in activities or make any act, directly or indirectly, that can dispute or compromise that right, license or interest.
- 22.13.2. THE CUSTOMS AGENT must not get, nor claim rights, licenses or interests in or with brands adverse to the rights by virtue of this document. Which stipulated in this clause is applicable likewise to all patents, copyright or any kind of industrial or intellectual property of THE CLIENT.

22.14. THE CUSTOMS AGENT can request access to secret and confidential information obtained from THE CLIENT under a Non-disclosure Agreement signature that is suitable for THE CLIENT.

- 22.14.1. If THE CLIENT does not request that Non-disclosure Agreement it'll be not a waiver of protection against unauthorized divulgation of confidential and secret information mentioned in this document.
- 22.14.2. Each of the parties accepts to take on his own all reasonable actions including, without limitation, legal procedures, to impose the fulfillment to the parties to whom it is divulgated such information through written contracts according to this clause.
- 22.14.3. Each of the parties must inform to all their employees related to the handling of Confidential Information, about the confidential nature of that information and the applicable laws of secret communications.
- 22.14.4. Furthermore, the parties must limit the access to Confidential Information, only to its authorized employees that requires it.
- 22.14.5. None of the parties will be able to copy, publish or reveal such information to others or to cause or permit that its employees or any other copy, publish or reveal such information or material to third parties without written awareness of the party that have provided the information.

22.14.6. The parties must use the Confidential Information only under the purpose and terms that can be agreed in writing between them, except that keeps such material in conformity with applicable laws.

22.15. THE CUSTOMS AGENT and THE CLIENT agree that the obligations and rights won't be able to be yielded or transferred by any of the parties, without previous written agreement by the other party.

23. MODALITY OF SERVICE.

23.1. THE CUSTOMS AGENT is obliged to apply all experience, skill and professionalism, likewise all the necessary mechanism such as material and human resources and technical support to perform the services provision.

23.2. THE CUSTOMS AGENT must process all formalities needed to the competent authorities in order to perform the dispatch of merchandises consigned by THE CLIENT, according to THE CUSTOMS AGENT's procedures and in accordance with applicable customs legislation.

23.3. THE CUSTOMS AGENT will submit to THE CLIENT the Customs Dispatch service, freight traffic, dispatch importation and exportation merchandises for the proper internment and output of merchandises at national and international level. The services that includes the merchandises dispatch are:

23.3.1. FREIGHT TRAFFIC:

- To coordinate with the logistic performers, providers and THE CLIENT the proper delivery of merchandises to import or export and dispatch.

23.3.2. MERCHANDISES DISPATCH:

- To import or export the merchandises according to that established in Customs Law, its regulation and applicable provisions. (Article 54 from current Customs Law).
- To verify the truthfulness and accuracy of data and information provided by THE CLIENT.
- To determine the customs regime of merchandises according to THE CLIENT's instructions, whenever it's legally possible.
- To determine the proper tariff classification in accordance with the information of merchandises to import or export provided by THE CLIENT. To assure that the importer or exporter has all the documents that accredit the fulfillment of all other obligations that govern in terms of non-tariff regulation and restriction applies for such merchandises, in accordance with that provided in the current Customs Law.

23.4. THE CLIENT must provide data, documents and real and proper information for the services provision to THE CUSTOMS AGENT, excluding this from any legal responsibility that comes because of inaccurate data that THE CLIENT has provided, among these are:

- 23.4.1. Documents that describe properly the merchandises. (catalogs, technical files, quality certificates, analytical, among others).
 - 23.4.2. Bill or any other documents that supports the commercial value of merchandises.
 - 23.4.3. Document that supports the origin.
 - 23.4.4. Documents that support the fulfillment of non-tariff regulations and restriction.
 - 23.4.5. Declaration of value.
 - 23.4.6. Instructions letter.
- 23.5. THE CUSTOMS AGENT is obliged to request in writing to THE CLIENT all documents needed for dispatching and the funds required to do the exportations or importations required by this, THE CUSTOMS AGENT will ask for them a business day before the corresponding customs dispatch.
- In case that importation or exportation ordered by THE CLIENT to THE CUSTOMS AGENT are delayed or stopped because this does not notify at the time before mentioned about funds and/or documents required, THE CUSTOMS AGENT will be responsible of any damage or prejudice caused to THE CLIENT because of this fact, and must compensate for those damages and prejudices.
- 23.6. THE CUSTOMS AGENT accepts in conformity the documents that are mentioned in last clause, at the moment of reviewing the documentation and merchandises and settle down in the delivery document that is proper and complete.
- 23.7. In case that THE CLIENT does not proved data and proper and real documents for the services provision by THE CUSTOMS AGENT, this will be excluded of any responsibility of payment of contributions imposed by the tax authority in consequence of infractions and penalties intended in the customs legislation and other laws related to foreign trade, because of differences in contributions, countervailing duties, fines and extra charges that are determined, likewise because of the non-compliance of non-tariff regulations and restrictions if these result of the inaccuracy or falsehood of data and documents provided by THE CLIENT.
- 23.8. THE CUSTOMS AGENT will respond by damages and prejudices that result of negligence, inexperience or omissions during the development of services provided to THE CLIENT up to the 100% of fees charged because of the operation to perform, whenever:
- 23.8.1. THE CLIENT informs in writing that a damage and/or prejudice has been caused; and that indeed is faithfully accredited.
 - 23.8.2. It is proved through investigation done by THE CUSTOMS AGENT and THE CLIENT, in order to prove that indeed it has been negligence, inexperience or omissions during the development of services provided.
 - 23.8.3. It isn't about damages or prejudices caused by other doers that act in the handling, logistic, transportation and freight traffic to the importation and

exportation, quoting as example including but not limited all those caused because of delays, storages, losses caused by Port Operators, Shipping Companies, Cargo Agents, Customs Authorities, Federal, State or Municipal, Warehousing Companies, Railway Companies, etc.

- 23.8.4. It isn't about the payment of penalties derived of infractions to applicable customs legislation in which other customs agents different from the custom agent may incur, at the moment of merchandises dispatch.
- 23.8.5. It isn't about the place where the agent acts, where the omission or negligence of entrusted correspondent is accredited.

- 23.9. When it's determined to THE CLIENT any tax credit due to causes attributable to THE CUSTOMS AGENT, this is obliged to do all necessary corrections in order to regularize the importations requested in accordance with that indicated in the Customs Law and its Regulation and any other applicable regulations. Likewise, will compensate and will take out in peace and safe THE CLIENT from any other responsibility derived from this, and must reimburse any payment done because of that tax credit, including a fines refund, updates, extra charges and lawyers fees, paying in addition, damages and prejudices caused because of this concept with no limitation.
- 23.10. In case of existing any mistake, omission or delay in the payment of taxes and right of customs formalities because for causes attributable to THE CUSTOM AGENT, based on articles established in the current Customs Law, this, must solve the problem under its own right and cost, and cover to the corresponding authority the payment of omission, extra charges, interest charges, updating and/or fines caused, and will take out in peace and safe THE CLIENT from any act of authority lodged against him because of this concept, reimbursing all charges paid by THE CLIENT because of this concept, including the payment of lawyers fees, likewise to compensate because of damages and prejudices result of this fact.
- 23.11. In case that such mistake, omission or delay is because of causes attributable to THE CLIENT, this is obliged to compensate and to free THE CUSTOM AGENT of any responsibility, that in its case, could result of such mistake, omission or delay or because of lack of timely payment of any quantity related to it.
- 23.12. THE CUSTOMS AGENT will be excluded of damages and prejudices that can be generated from delays or faults during execution of provided services, when they're caused by a fortuitous or force majeure case that preclude the fulfillment of services provision.
- 23.13. THE CLIENT will have the right to finish the service provision immediately and without any responsibility if he has justified reasons to consider that THE CUSTOMS AGENT or any of his employees or representatives have breached with that expected in this document.

CHAPTER VI.

ABOUT ELECTRONIC COMMUNICATIONS

24. THE CLIENT accepts that all quote and service request will be done in writing via fax or e-mail in all cases, for which both parties express and accept as principal contact the e-mail addresses provided respectively by THE CLIENT, THE FORWARDING AGENT and THE CUSTOMS AGENT.
25. In case of change, the parties will notify that change in writing via fax or e-mail. In case of not giving the corresponding notification, all communications and services acceptance will be considered current and valid.
26. For the case of addresses or e-mails change on the part of the client, he must notify it to the e-mail provided by THE FORWARDING AGENT and THE CUSTOMS AGENT.
27. For the case of addresses and e-mails on the part of THE FORWARDING AGENT or THE CUSTOMS AGENT will notify it to the e-mail THE CLIENT provided.
28. Likewise, both parties express the acceptance that every service and/or contact between the employees, managers, directors and/or partners that have an e-mail address of electronic domain of each of the parties and that are recognized herein, they'll have legal efficacy in that which is relevant to this request and acceptance. Furthermore, the domains provided by THE FORWARDING AGENT, THE CUSTOMS AGENT and THE CLIENT will be recognized.

CHAPTER VII.

ABOUT DANGEROUS AND SPECIAL MERCHANDISES.

29. THE CLIENT must fulfill the local and international rules that regulate the transportation of dangerous merchandises and in every case inform in writing to THE FORWARDING AGENT about the precise dangerous nature.
30. DANGEROUS MERCHANDISES.
 - 24.1. In the absence of these indications, if THE FORWARDING AGENT, the carrier, an authority and/or a third properly authorized for that, believe that constitute a risk for life or property, the merchandises can be downloaded, destroyed or transformed and render them safe, as the circumstances require it and without any compensation occurs. The costs and prejudices that are originated will be on CLIENT behalf.
 - 24.2. If any not dangerous merchandise shipped with THE FORWARDING AGENT's knowledge about its nature, it turns dangerous while it's under his responsibility, it can be equally downloaded, destroyed or disposed, without any responsibility of THE FORWARDING AGENT.
 - 24.3. THE CLIENT commits not to deliver for transportation any good that is of dangerous, flammable, radioactive, risky or damaging nature without explaining the characteristics of the goods to THE FORWARDING AGENT. THE CLIENT commits to label the goods and the packages exterior or the container, that will be put in

the fulfillment of any law or regulation that are applicable during transportation, or to ask it to THE FORWARDING AGENT, through written instruction.

- 24.4. THE CLIENT will compensate THE FORWARDING AGENT in case of loss, damage, costs or charges, in which this incurs in consequence of omission of this obligation, compliance failure or delayed execution.
25. Without a previous written agreement on behalf of a representative authorized by THE FORWARDING AGENT, this will not accept nor negotiate with goods or merchandises that require a special management in regard to transportation, handling, or security, either because of its attraction nature because of theft issues or other reasons, including, but not limited to, gold or silver ingots, coins, precious stones, jewelry, objects of value, antiquities, paintings, human remains, livestock, pets and plants. If THE CLIENT delivers the goods to THE FORWARDING AGENT or causes that THE AGENT handles or looks after those goods, at least it exists a previous agreement, THE FORWARDING AGENT will be not responsible of those goods or whatever it is related to them or whatever it emerges. Except of previous special instructions notified in writing, THE FORWARDING AGENT won't accept nor handle merchandises qualified as dangerous, nor ingots, precious metals, coins, precious stones, jewelry, values, antiquities, paintings, plants, livestock, human remains, among others. If THE CLIENT, however, without a previous agreement, forwards such goods in a different way to a written agreement, THE FORWARDING AGENT will not have any responsibility related to them. THE PROHIBITED MERCHANDISES TRANSPORTATION IN THE COUNTRY OF ORIGIN OR DESTINATION IS STRICTED RESPONSIBILITY OF THE CLIENT.
26. SPECIAL MERCHANDISES
- 26.1. In case of merchandises qualified as "perishable" THE CLIENT must take all cautions that its nature requires for delivering. THE FORWARDING AGENT won't assume any responsibility because of damages, or losses result of delays caused by revision of governmental authorities, lack of space in carriers lines, delays in connections and in general, because of all causes that cannot be attributable to behavior and because of transfer time or transit of merchandises.
- 26.2. Art treasures and other goods of great value described herein are including but not limited, which proportion between volume and weight doesn't correspond such as bicycles, used cars, moving, feathers, bamboo or hollow glass furniture, will be accepted according to available Fees under requirement to THE FORWARDING AGENT. Tariffs, taxes and local charges, extra charges for luggage and local delivery charges are additional to transportation Fees, at least that the opposite is decelerated.

CHAPTER VIII.

ABOUT INSURANCE CONDITIONS

27. The merchandises insurance, will be hired only by THE FORWARDING AGENT on CLIENT's request if it has been manifested in writing and for every service request or shipment individually, this last in the Request, THE FORWARDING AGENT can offer merchandises insurance by itself or through hiring third parties (Insurance Company)
 - 27.1. All insurances hired for the merchandises, are subject to the policy of Insurance Companies that take the risk.
28. When the merchandises insurance isn't hired or offered by THE FORWARDING AGENT, this will be able to recommend to THE CLIENT, an insurance agent to process properly the insurance according the CLIENT's needs. After doing this recommendation, THE FORWARDING AGENT has no more obligation related to the insurance, and will not be responsible of loss or damage caused to the goods during their transportation or storage that could have been covered with an appropriate insurance on them.
29. In case that merchandises insurance is not hired, THE CLIENT has the knowledge that the responsibility of THE FORWARDING AGENT in its activity as principal, will not exceed the maximum established by the Warsaw Pact; in maritime and multimodal by the ONU convention on its 18 article; in terrestrial in the Roads, Bridges and Federal Transportation Law (Ley de Caminos y Puentes Federales) article 66, section 5 and in rule 6 of International Chamber of Commerce (ICC) and of the UNCTAD or agreement between parties.
30. THE CLIENT will be responsible at any moment of charges result of civil responsibility corresponding to damages and prejudices of any kind, great failure in maritime transportation, among others.

CHAPTER IX.

ABOUT FEES AND PAYMENT CONDITIONS.

31. Unless otherwise agreed, the provision of Services between the parties will be covered the following way and times:
 - 31.1. THE CLIENT will pay to THE FORWARDING AGENT at the moment of requesting the Service the value of this and other charges that owes in conformity with the accepted Fee.
 - 31.2. THE CLIENT will pay in accordance to the costs in which THE FORWARDING AGENT will incur result of the Service provision, according to the advance payment that THE FORWARDING AGENT requires or at the moment of the presentation of payment vouchers.
 - 31.3. Only in the case of having been accepted by the Parties payment in the destination place, the payment will be done on behalf of THE CLIENT at the moment of having verified the delivery in the agreed place.

- 31.4. When in mutual agreement the Parties accept the Consignee will be the one who pay the Services, this will pay at the agreed moment. Nevertheless, THE CLIENT will still be responsible of those payments if the Consignee doesn't pay.
- 31.5. In case that THE CLIENT finishes by owing any charge to THE FORWARDING AGENT, must pay it within the five days following the tacit and express approval of owed bills. If the amount of those obligations is in foreign currency, these will be paid in the legal currency (Mexican peso) according to the official exchange rate published by the Banco de México applicable to that day in which the payment is done, unless otherwise agreed in foreign currency.

32. THE FORWARDING AGENT:

- 32.1. Is obliged to, within the 15 natural days following the determination of a Service provision, to inform THE CLIENT about his activities, costs, freights, taxes and other proved charges, likewise provision and other charges received, in order to determine the amount and obligation in charge of everyone.
 - 32.2. Has the option of charging by value, weight or volume.
 - 32.3. Additional charges that can be generated because of facts or circumstances after hiring date will be done on behalf of THE CLIENT, whenever they're properly justified.
 - 32.4. Unless otherwise agreed, in case of Serviced payable in the destination place, documentation and merchandise will not be delivered until the payment has been verified. If the Consignee of merchandise refuses; abandons it or because of any reason doesn't fulfill the payment, THE CLIENT will be solitarily responsible of the Services payment and any other charges that are generated because of that cause, not assuming THE FORWARDING AGENT the obligation of reshipe that merchandise to the origin place or any other destination.
 - 32.5. The concession of credit in favor of THE CLIENT, will have in writing, all conditions of term and interest that are stipulated and the guaranties that are eventually required.
 - 32.6. THE CLIENT will reimburse THE FORWARDING AGENT the charges derived of deviation, delay and any other increase of costs of any kind, caused by strikes, military actions, government actions or causes of force majeure.
33. It's considered that the fee are the Service costs that is sent or provided by THE FORWARDING AGENT and is accepted by THE CLIENT. It'll be understood that a Fee is accepted when:
- 33.1. Expressly after been declared or signed by THE CLIENT, via e-mail or fax.
 - 33.2. After been done a Services Request.
 - 33.3. The Fees validity is subject of changes without previous notice and are subject to correction or reject, and could after approbation, mentioning including but not limited, the variations in exchange rate, loading rate, extra charges of the carrier, or any other charge considered in the Fee; being THE CLIENT responsible of the

payment of any increase in Fees of freights, bonus or other charges that can be imposed after the transit has started.

34. The payments that THE CLIENT does to THE FORWARDING AGENT must be:
 - 34.1. By one-time payment by the means that THE FORWARDING AGENT provides either cash or electronic funds transfer or in the way that THE FORWARDING AGENT accepts, all the bill immediately at its expiration without any discount or postponement because of claims, counterclaims or compensations, expressing under oath that the payments are legal sources.
 - 34.2. Quitting THE CLIENT the right of compensation, if there is any, against that owed by THE FORWARDING AGENT.
 - 34.3. The lack of payment timely will generate interest rates over all the owed bills, calculated since the date when the bills expired until its payment, at a legal interest rate. Condition that applies to perishable and dangerous merchandises.

CHAPTER X.

STORAGE CONDITIONS.

35. THE FORWARDING AGENT will advise THE CLIENT about merchandises storage before and/or after transportation or during execution of formalities and fulfillment of necessary formalities to expedition, reception, importation of those. During the development of this obligation must, following THE CLIENT's instructions, choose the storage unit in which will the merchandises stay in the places of shipment, destination or intermediary places.
36. Either the merchandises storage is hired by a third party or directly by THE FORWARDING AGENT, THE CLIENT additionally to the indicated information in the Services Request, must indicate the following data:
 - 36.1. Name of who must deliver the merchandises.
 - 36.2. Name of the carrier, multimodal transportation operator or contracted freight forwarder, in case that transportation isn't coordinated by THE FORWARDING AGENT.
 - 36.3. A detailed and exact description of the merchandises, including its kind and nature, number of packages, technical data, measures, weight, quality and, in general, any information that could be considered necessary for the normal development of storage.
37. In case that the storage takes place in the General Depot Warehouse, THE FORWARDING AGENT will be able of acting as the owner of the merchandises to issue of the corresponding Depot Certificate and garment bond, when the expedition is required. In these cases THE FORWARDING AGENT will be able to endorse that value paper in favor of THE CLIENT, goods Addressee, its owners or any of its representatives, case in which the commission will be understood and its obligation expired.

38. Special cases:

- 38.1. In case that the goods subject of transportation require storage due to unexpected causes unrelated to THE FORWARDING AGENT (for example: the non-representation of documents, loss or substitution of them, authorities embargo, etc.) the cost of storage in relation to time, volume, weight and value agreed in the signaled place that previous to this agreement was informed to THE CLIENT which goods need to be storage.
- 38.2. If THE CLIENT, Consignee or Good's Owner doesn't pick up the shipment at the determined time and place when and where THE FORWARDING AGENT is authorized to deliver it, THE FORWARDING AGENT will be able to storage the Goods, under the CLIENT, Consignee or Owner's risk, in which moment the responsibility of THE FORWARDING AGENT in relation to the Goods or part of them, will be totally ended. All costs generated because of that storage will be paid by THE CLIENT as a result of not receiving the shipment. THE CLIENT provides THE FORWARDING AGENT authorization to, at the expense of THE CLIENT, discard or negotiate, by sale or any other reasonable way in any circumstance, the Goods that are storage for more than 45 days and which haven't been able to be delivered as determined, after having notified in writing to THE CLIENT with at least 5 natural days in advance, or without previous warning when it isn't possible to contact THE CLIENT and it has done a reasonable effort to contact THE CLIENT.

CHAPTER XI.

ABOUT RESPONSIBILITY, PENALTY AND COMPENSATIONS.

39. THE FORWARDING AGENT and THE CLIENT assume their responsibility respectively that for such case could happen due to the non-compliance of any agreed or determined disposition herein.
40. According to THE CLIENT:
 - 40.1. THE CLIENT must compensate THE FORWARDING AGENT for any loss, damages, prejudices and costs, likewise for responsibilities that have been assumed in face of third parties, that result of the non-compliance of THE CLIENT's instructions, or that emerge because of any negligence or non-compliance of this.
41. According to THE FORWARDING AGENT:
 - 41.1. Will be responsible of losses and damages caused to the Goods, since the moment when he takes care of them and until the time of delivery, such responsibility includes acts or severe and intentional omissions, that THE CLIENT proves to be attributable to THE FORWARDING AGENT, whenever the user doesn't get or cannot get a compensation by a second or third company.
 - 41.2. The amount of any claim in which THE FORWARDING AGENT is responsible of, will not exceed for any reason the \$666.67 SDR (Special Rights of Commercial Turn) or in its case the cost of the freight. Only in case that THE CLIENT requires it in writing, THE FORWARDING AGENT can accept a responsibility that exceed these

limits, whenever THE CLIENT pays THE FORWARDING AGENT, additional charges due to increase of responsibility.

- 41.3. THE FORWARDING AGENT is extent of all responsibility in the following cases:
- 41.3.1. CLIENT's acts or omissions.
 - 41.3.2. Inadequacy or faulty packaging, marks or numbers.
 - 41.3.3. The cargo, stowage or download has been manipulated by the user or by any third who acts on his name.
 - 41.3.4. Inherent vice to the merchandises nature.
 - 41.3.5. Strike, stop or any other work obstruction, which consequences can't be avoid by the agent.
 - 41.3.6. He's extent of responsibility because of non-compliance of instructions provided by THE CLIENT after the Request paper emission.
 - 41.3.7. Confiscation of merchandises or any other act from the authority.
 - 41.3.8. If because of any reason unrelated to the FORWARDING AGENT' will the transportation couldn't be performed, there will not be any responsibility for this.
 - 41.3.9. Any cause that could be qualified as force majeure or fortuitous event.
 - 41.3.10. Prejudices caused due to delay on merchandises delivery.

42. THE CLIENT must notify in writing to THE FORWARDING AGENT any claim, at the latest within 30 natural days following the determined date for goods delivery. In case of not notifying as required in this clause, the claim will be legally unacceptable and may not act against THE FORWARDING AGENT to assert the claim.
43. If the Goods arrive to destination, the consignee or his representative properly notified, doesn't pick up them before the expiration of legal term to be considered abandonment, THE FORWARDING AGENT will not assume any responsibility because of delays, storage, fines or any other charge derived either with particular or governmental authorities can impose in accordance to it. THE FORWARDING AGENT is not obliged to exert any legal and/or administrative formality related to that abandonment.
44. THE FORWARDING AGENT will have legal detention right over all the Goods and documents related to the Goods on his power, custody or control due to the current bill owed by THE CLIENT. The charges because of Goods storage held will continue been accumulated in accordance to that detention right.
45. THE FORWARDING AGENT will have the right to preventive embargo of merchandises and corresponding documents because of existing debts and those to come of THE CLIENT including storage costs and recovery costs, likewise he could be able of executing the embargo in the way he considers proper.

CHAPTER XII.

ABOUT APPLICATION AND COMPETITION.

46. Any Service or activity provided by THE FORWARDING AGENT, either it's free or not, will be subject to this clauses, which are considered part of any agreement or pact between THE FORWARDING AGENT and his CLIENT, and which must prevail over any other agreement condition by THE CLIENT.
47. If any legislation, including rules and guidelines, is applied imperatively to any undertaken business, it's assumed that this clauses are subject to such legislation in relation to that business, and nothing in this clauses will be understood as waiver by THE FORWARDING AGENT to any of his rights or prerogatives or as the increase of any of his obligations and responsibilities according to that legislation and, if any part of this clauses is opposite to this legislation, such part must, related to that business, be voided up to that point and not further.
48. If at the moment of issuing a "bill of lading" or "consignment letter" by or on behalf of THE FORWARDING AGENT that specifies that THE FORWARDING AGENT comes into contact as carrier, the dispositions established in that document will have prevalence inasmuch as those dispositions don't conflict these Clauses.
49. These Clauses will have application over any claim or dispute that results of or in relation with the Services of THE FORWARDING AGENT, all onerous or free businesses performed by THE FORWARDING AGENT will be applied in favor of THE CLIENT.
50. These conditions, its clauses and any other record or agreement to which they're applied will be kept under Mexican Laws and Mexican United States Courts' jurisdiction and application, giving up the parties to any current or future address out of that jurisdiction.

CHAPTER XIII.

FINAL DISPOSITIONS.

51. BOTH PARTIES will be able of ending the contractual relation they celebrate, through a writing sent to its counterpart, by written notification 30 days in advance.
52. THE CLIENT, must entrust his managements to a different person. Likewise must cover all owes that he has with THE FORWARDING AGENT.
53. The services that they are providing, unless otherwise provided, must be ended by THE FORWARDING AGENT, in the terms described herein. Otherwise, THE CLIENT is obliged to cover all costs generated because of the change and cancellation of requested services.
54. It also may terminate when it's impossible to perform its aim, by one or both parties.

THE PRESENT CONDITIONS ARE ISSUED IN MEXICO CITY YEAR 2015.

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