

For **MARINE TRUST S.A. DE C.V.** (Marinno Logistics Innovation) it is very important that our customers have a clarity in regards to all the specifications, limitations and scopes of our services, we intend to communicate since the beginning of our commercial relationship the **terms and conditions** related to each of the services that we can offer with the intention of complying with the applicable law in regards to the service contracted, obtaining your acceptance, without any reserve of the same, based on that, we recommend to read carefully in order to analyze them and sign as received.

Responsible: MARINE TRUST S.A. DE C.V. (*MARINNO LOGISTICS INNOVATION*) with fiscal domicile located at Morelos Street 1864 Int 15 Col. Americana, Guadalajara Jalisco C.P. 44160

Applicable: To all the MARINE TRUST S.A. DE C.V. (*MARINNO LOGISTICS INNOVATION*) customers that take on all or any of the following services:

INTERNATIONAL OCEAN FREIGHT (*Consultancy in International Logistics*) **INTERNATIONAL AIR FREIGHT** (*Consultancy in International Logistics*) **INTERNATIONAL LAND FREIGHT** (*Consultancy in International Logistics*) **NATIONAL LAND FREIGHT** (*Consultancy in National Logistics*) **CUSTOMS CLEARANCE** (*Consultancy in Customs Clearance*) **CONSULTANCY IN RISK MANAGEMENT** **CONSULTANCY IN RISK MANAGEMENT OF CONTAINERS PRE-CUSTOMS CLEARANCE INSPECTION** **SUPPLIER AUDIT** (*Audit / Quality Inspection*) **SATELLITE GUARD** (*Electronic Guard*) **ARMED GUARD** (*Consultancy in Armed Guards*) **SATELLITE MONITORING** (*Active Monitoring*)

The contents of this document are divided in the following manner:

- I. Definitions.
- II. General Terms and Conditions for Service Request and Quote.
- III. General Terms and Conditions for Invoicing, Credit and Payment of services.
- IV. General Terms and Conditions for Consultancy Services in Armed Guard.
- V. General Terms and Conditions for Electronic Guard Services.
- VI. General Terms and Conditions for Active Monitoring services.
- VII. General Terms and Conditions for Consultancy on Customs Clearance at Destination.
- VIII. General Terms and Conditions for Consultancy in Logistics Risk Management and link to the Original TandC of the Insurance Agent supplier
 - Procedure in the event of casualties.
- IX. General Terms and Conditions for Consultancy in Risk Management of the Container with a link to the Original TandC of the Insurance Agent supplier.
- X. General Terms and Conditions for Pre-Customs Clearance Inspection, Quality Inspections and Supplier Audits.
- XI. General Terms and Conditions for International Air Freight (*Consultancy in International Logistics*).
- XII. General Terms and Conditions for Consultancy in Land Freights (*Consultancy in National Land Logistics*).



XIII. General Terms and Conditions for International Ocean Freight (*Consultancy in International Logistics*).

The term of this document is of one year as of
day / month / year to day / month / year

with Fiscal Domicile at

We the Company CORPORATE NAME OF
THE CUSTOMER

_____ Confirm

that we have been notified and have received the Terms and Conditions of the service or services contracted from the supplier company MARINNO LOGISTICS INNOVATION and under this document we confirm our acceptance of the same.



Legal representative _____

Signature: _____

Place and Date: _____

In addition, we hereby authorize the following persons to request and authorize services from MARINNO LOGISTICS INNOVATION on behalf of the Company CORPORATE NAME OF THE CUSTOMER, confirming that the domain mail belongs to our organization is @_.

Full Name	Title	Email

Additionally, in the event of requiring a modification of the information of the staff authorized to request services from MARINNO LOGISTICS INNOVATION before the expiration date of these terms and conditions please notify your transactions executive by email in order to update the document timely.

I. DEFINITIONS

The definitions described herein are in an inclusive but not limited manner, for purposes of this document the following is understood as:

AIRLINE: Includes the airline that issues the air waybill and all the Airlines that transport the commodities covered by the air waybill.

CUSTOMS AGENT A natural person, company or entity, with legal capacity for the rendering of services of customs clearance, the rendering of the services derived from the patent itself, the promotion, handling and consultancy to foreign trade among others.

FREIGHT FORWARDER. Any natural person or company that provides services of consultancy, advisory, logistics in transportation, transportation, storage, distribution, management and handling of the cargo and national and international commodities acting as AGENT or PRINCIPAL.

AUTHORITY. An administrative or legal entity duly incorporated acting within its legal powers and exercises jurisdiction within any nation, state, municipality, port or airport.

VESSEL: Refers to the vessel which name appears in the Bill of Lading or any other substitute vessel, service feeder, barge or any other means of transportation used for the ocean transportation by the Carrier.

CUSTOMER AND/OR MERCHANT. A natural person, company or entity, that requires the rendering of services from the FREIGHT FORWARDER of consultancy, advise, international air freight, international ocean freight, international land freight, consultancy in customs clearance, consultancy in land freight, consultancy in risk management, Consultancy in Risk Management of the Container,



| pre-customs clearance inspection, supplier audit, quality inspection, electronic guard,

consultancy in armed guard, active monitoring, management and handling of cargo and commodities or national and international goods.

CHARGES AT DESTINATION: The charges included in the air waybill to be collected from the consignee.

PREPAID CHARGES: Charges registered on the air waybill to be paid by the shipper.

ELECTRONIC COMMUNICATION. Form of communication through electronic means such as the case of a valid email address, with the purpose of exchanging information.

CONSIGNEE OR MERCHANT: The recipient of the Goods and/or owner indicated in the Bill of Lading and/or any other person owner or that is entitled to the possession of the commodities, that has a present or future interest, including the Shipper, the Consignee, the holder of the of the Bill of Lading, the recipient of the commodities and any other person (or its representative) that has any right on, or claims the possession of the commodities specified in the Bill of Lading.

CONSOLIDATED: A shipment of multiple pieces that has been originated by more than one shipper, who have made a transportation agreement with another person other than an airline (consolidator).

CONTAINER: Refers to any Container, trailer, transportable tank, platform, pallet, and any other item of the same nature used to fix the cargo, parcels and any other auxiliary equipment.

MONTREAL AGREEMENT: agreement between countries for the unification of rules for International Transportation of Air Cargo. Signed in Montreal in 1999 and its subsequent modifications, ratified by Colombia on March 28, 2003.

WARSAW AGREEMENT: agreement between countries for the unification of rules for International Transportation of Air Cargo. Signed in Warsaw, on October 12, 1929 and its subsequent modifications and ratified by Colombia on May 20, 1982.

FREIGHT: Refers to the freight and to all the payments, costs and expenses payable to the Carrier as per the Rates applicable including the storage expenses, per diem and delay.

FORCE MAJEURE: Any unforeseen circumstance that is not possible to resist. Including but not limited to: Wars, Flooding, shipwrecks, Acts of Authority, Acts of terrorism, Riots and Internal Commotion. The circumstance of Force Majeure will be sufficient to justify the non- execution of the transportation agreement.

AIR WAYBILL: Document processed or on behalf of the shipper, which provides the conditions of the air transportation agreement between the shipper and the carrier (s) for the shipment of goods in the routes of the carriers.

MASTER AIRWAY BILL: Air waybill covering a consolidated shipment in which the consolidator is the shipper

HOUSE AIR WAY BILL: Air waybill that covers each individual shipment of a consolidated. Issued by the consolidator and contains instructions to the party doing the deconsolidation.



PLACE OF DELIVERY: If this is not the place, it is the Unloading Port, refers to the place in which the Carrier has committed to deliver the Commodities.

PLACE OF RECEPTION OF THE COMMODITIES: If this place is not the Loading Port, it refers to the place in which the Carrier has committed to receive the Commodities.

MANDATE. Action in which the CUSTOMER trusts the management of one or more businesses to the FREIGHT FORWARDER to be in charge of them under the account and risk of the first one.

COMMODITIES OR GOODS. Things or objects that are susceptible of being transported.

CONSOLIDATED COMMODITIES. A group of commodities pertaining to several consignees, gathered to be transported from a port, airport or bus station with destination to another port, airport, or bus station, in containers or similar, as long as they are contained in the same unit of transportation.

HAZARDOUS COMMODITIES. Those provided under such capacity by the International Norms in Ocean, Air, Land matters, etc. as well as those that can be or become hazardous, flammable or of a radioactive nature, or that harm themselves or another property or the goods that are packed in a hazardous manner, goods that could lodge or create vermin or other pests, goods that due to legal, administrative or other obstacles such as transportation, unloading or other type of situation are detained or cause another person or property to be detained, empty recipients that were formerly used for the transportation of Hazardous Goods, except those that became safe, and goods from any authority considered as hazardous or risky.

HAGUE NORMS: Refers to any provision related with the Bills of Lading of the International Convention for the Unification of Certain Norms in Matters of Bills of Lading, signed in Brussels dated August 25, 1924; with the expressed exclusion of Article 9.

PERSON: Includes the natural persons and any other partnership, corporation, company or any other organization with legal capacity.

SURCHARGE: Additional charges including, but not limited to, surcharge for fuel, surcharge for security, station rate.

WAREHOUSE RECEIPT: Document issued by the airline at the time of receiving the cargo, in which the weight, volume, quantity of the parts, temperature (if applies) is detailed, the apparent conditions of the shipment and the master air waybill number that cover the same.

HAGUE VISBY RULES-: Refers, wherever their application is obligated, to the provisions of the Hague Norms of 1924, reformed by the Protocol adopted in Brussels on February 23, 1968 and on December 21, 1979 (SDR Protocol). In the event that the contrary is not specified, it is hereby expressly agreed that the Rules of the Hague -Visby will only apply in the Bill of Lading when mandatory as per the law under which the Bill of Lading is defined.

SERVICES. Any business assumed or board, information or services provided by the FREIGHT FORWARDER.

AVL SYSTEM: The Automatic Vehicle Location system applies to the remote location systems in real time, generally based on the use of GPS, GSM.

SERVICE REQUEST. Document, order, written or by telephone, electronic sent by any means given by THE CUSTOMER TO THE FREIGHT FORWARDER to provide the services.

SUBCONTRACTOR: Refers among others, to the ship owners, charterers, operators of the Vessel (s), besides the Carrier; as well as the stevedores, operators of a terminal and groupage, transportation, road or railroad transportation operators, storage operators and any other independent contractor hired by the Carrier to carry out the transportation; and any other direct or indirect Subcontractor, employee or Agent of the above, whether if there is or there is no direct contractual



|
link.

RATE. Cost of the services quoted by the FREIGHT FORWARDER.



CARRIER: Refers to any transportation company whether air, ocean or land mode that participates of the logistics of the commodities assigned.

INTERNATIONAL TRANSPORTATION: Transportation of commodities between two countries, wherein the place of origin and the place of destination are located on two different states.

PORT- TO-PORT TRANSPORTATION: Refers to the transportation between the Loading Port and Unloading Port.

LAND TRANSPORTATION: Refers to any transportation made during the process of “combined transportation” except for the journey between the Loading Port and the Unloading Port

TRANSPORTATION UNIT. Packing box, pallet, container, trailer, vessel or any other mechanism used for and in regards to the cargo of goods by land, sea or air.

II. GENERAL TERMS AND CONDITIONS FOR SERVICE REQUEST AND QUOTE

1. The parties expressly agree that the services of this document refer to the commodities determined by THE CUSTOMER in the service requests sent to MARINNO LOGISTICS INNOVATION.

2. In order for a service request to be understood as included within the stipulations of this document it shall be sent to MARINNO LOGISTICS INNOVATION through any of the means indicated as institutional and to be accepted by the same, expressly and tacitly through the person authorized by THE CUSTOMER.

3. The corresponding service requests and quotes shall be made through the institutional means in writing which are: by letter, email, WhatsApp to the corporate accounts of our Executives, or any other electronic or printed means that allows an understanding between the two parties. The acceptance of these conditions is presumed carried out with the digital acceptance of the same: electronic signature, return receipt, or other means.

4. If MARINNO LOGISTICS INNOVATION, has not received the service request from the CUSTOMER and is notified by third parties of the sending of commodities or goods as consignee for the handling of the same, MARINNO LOGISTICS INNOVATION, may reject the commodities, by notifying the corresponding authorities of such denial, as prevention of the sending of prohibited commodities; in addition, it will give an immediate notice to the CUSTOMER through the persons that the CUSTOMER has authorized for such purposes.

5. Through the Service Request THE CUSTOMER confers the FREIGHT FORWARDER generally except as otherwise agreed: **5.1.** Mandate without representation to hire the transportation of the commodities determined on each one of the service requests, under the name of MARINNO LOGISTICS INNOVATION, but under the account of the CUSTOMER. **5.2.** Mandate with representation to obtain the insurance that cover the risks of the commodities which transit is entrusted, pursuant to the stipulated in this agreement and as long as the CUSTOMER has provided the necessary for this engagement, in the terms and conditions known and accepted by the CUSTOMER. **5.3.** Mandate with representation to deliver under the name of the CUSTOMER the commodities in the terms and conditions indicated in the instructions given by the CUSTOMER. **5.4.** Expressed mandate in order for the FREIGHT FORWARDER to carry out the procedures and payment of the services on behalf and under the account of the CUSTOMER.



6.THE CUSTOMER will require under a service request to the FREIGHT FORWARDER the rendering of the same, trusting on the planning, control, coordination and direction of these to its counterparty, through pertinent and executable instructions.

7.THE CUSTOMER warrants that the Customer or the Owner or the agent authorized by the Legitimate Owner and also accepts these clauses not only on its part, but also as agent for or under the name of the Owner.

- 8.** THE CUSTOMER shall provide MARINNO LOGISTICS INNOVATION, no later than the time of delivery of the commodities, all the respective information and documentation for the transportation in any mode hired, that shall at least contain: "the name and the domicile of the addressee, the place of delivery, the nature, the value, the number, the weight, the volume and the characteristics of the goods, as well as the special conditions for the load and when the commodities have a special packing or a technical distribution.
- 9.** THE CUSTOMER shall provide MARINNO LOGISTICS INNOVATION the information necessary to determine routes, the mode and means of transportation of the commodities determined by the service request made. THE CUSTOMER will assume any responsibility for the suitability of its instructions and/or of the election made of such routes, modes and means. Likewise, it will assume any damage caused due to the use of such route, mode or means, as long as when selecting it, the FREIGHT FORWARDER followed its instructions.
- 10.** THE CUSTOMER and thus those shippers or consignees that represent it, shall deliver the commodities duly prepared, packed, wrapped, palletized, marked and labeled, and in addition, guarantee that the preparation, packing, wrapping, marking and labeling of the commodities is suitable and sufficient for any manipulation or operation that affects them. Exceptionally MARINNO LOGISTICS INNOVATION may accept instructions from the CUSTOMER for the preparation, packing, wrapping, marking and labelling of the commodities. In this case the CUSTOMER will respond that such instructions are sufficient and clear in order that any person dedicated to such activities executes them and that if followed, the commodities will endure any manipulation or operation that affects them.
- 11.** The losses, damages or faults caused by the inappropriate packing or insufficient made directly by the CUSTOMER or on its own account, by a person other than MARINNO LOGISTICS INNOVATION will be the responsibility of THE CUSTOMER.
- 12.** MARINNO LOGISTICS INNOVATION, binds to receive the commodities determined by the CUSTOMER as per the service request, which transportation has been entrusted in the terms of this document and will only verify the apparent condition of the commodities received and, eventually its packing, for which it will not be responsible for the contents of the transportation units, if the goods delivered or its packing appear defective or in bad conditions, MARINNO LOGISTICS INNOVATION shall promptly notify the CUSTOMER in order to take the measurements of the case. If the not made appropriately, MARINNO LOGISTICS INNOVATION shall make the annotation in the respective document of transportation, it will save the documents and prepare a written statement wherein such circumstance is evidenced, delimiting its liability.
- 13.** THE CUSTOMER may at any time modify the transportation instructions which hiring is entrusted to MARINNO LOGISTICS INNOVATION or of any of the other procedures related with the issuance, receipt, import, export or conduction of the commodities. Such modification shall be made in writing and through any of the means accepted to make the service requests. In these cases, MARINNO LOGISTICS INNOVATION may accept or reject the modifications. If accepted it shall act in accordance with the new instructions and do anything at its reach to modify the contracts executed; if these could not be changed, MARINNO LOGISTICS INNOVATION will notify THE CUSTOMER of such circumstance without its responsibility. MARINNO LOGISTICS INNOVATION in the rejection shall state, verbally or in writing, the reasons for which it deems that the conditions of the agreements executed or to be executed should be changed; in this case the initial instructions shall govern.
- 14.** Any additional cost generated for the change provided by the CUSTOMER will be assumed by the CUSTOMER.



15. When sending a service request THE CUSTOMER declares Under Oath that the commodities in question are legal and were acquired with resources of legal origin, requesting to be treated pursuant to these conditions, in addition, that the payments of the commercial services hired, are made with resources of a legal origin.

16.- In the quotes presented, the rates are stated in USD or in the currency indicated and are subject to change without a prior notice.

17.- The conversion factor to be used will be indicated on the day of its application.

18.- To formalize your service request, MARINNO LOGISTICS INNOVATION requires to receive a Letter of Instructions

19.- THE CUSTOMER agrees that a reservation of equipment or spaces shall be requested at least 48 hrs before the positioning of the land units, 7 days in advance for ocean reservations and 3 days in advance for air reservations; with the intention of improving the possibilities of obtaining the spaces sought by the customer

20.- The exit dates of the vessels, airplanes, land, transportation and rail are estimated and are subject to changes external to MARINNO LOGISTICS INNOVATION. THE CUSTOMER delimits MARINNO LOGISTICS INNOVATION from any responsibility due to any ROLL- OVER, TRANSFER and technical, climate, social or political condition that causes a delay on the estimated dates of setting sail or arrival of vessels, airplanes and land units

21.- The rates are subject to availability of equipment (containers or boxes) or spaces in airlines and vessels.

22.- The times of transit offered in the quotes are approximate, considers business days and applies on international freight; it does not include times generated in the connections, nor times generated during the customs process or collections and deliveries.

23.- The weight to be considered for consolidated services (air, ocean or land) will be the one resulting greater between the gross weight and volume weight.

24.- In accordance to the SOLAS agreement the correct validation and declaration of the Verifiable Gross Mass is the responsibility of the CUSTOMER of the containers of import, export and transfer, in order to avoid possible surcharges by the shipping company due to the discrepancy in the information documented, the risk of not being shipped due to the difference and/or excess of weight permitted by the shipping company or possible accidents caused by the excess of weight authorized per container.

25.- The maximum gross weight permitted per container that circulate in Mexican federal highways is of 21 Tons+ tare and the fact of exceeding this regulation of the Secretary of Communications and Transportation could award fines and it will be the responsibility of THE CUSTOMER to pay them.

26.- Rate applicable for general cargo, it does not apply for hazardous, perishable, oversized, nor stackable cargo, securities cargo or that require a special handling, unless specified by the quote.

27.- The quote does not include packing costs, insurance of the commodities, insurance of the container, customs clearance of export or import, taxes, fees or tariffs , delays, storages, loading and unloading maneuvers, port or extraordinary maneuvers, inspections, fines, guards, overweight costs, cleaning or conditioning of the container, fumigations, pre-customs clearance inspections, quality inspections, untimely changes in the quote of the shipment, charges at origin, charges at destination, among others that could arise during the customs process and that are not specified in the quote.

28.- The commodities travel under the account and risk of the customer, as well as any damage caused to the container for which MARINNO LOGISTICS INNOVATION recommends to obtain a



cargo insurance and of container or to consider any of our services to reinforce the security of your cargo (consultancy in management of logistic risks, satellite guard, armed guard, insurance of the container).

29.- MARINNO LOGISTICS INNOVATION will not be responsible for changes in the provisions of the carrier lines, route changes, damages to the commodities, delays from the suppliers of the customers, carriers or any delay generated due to

a late instruction by the customers, as well as delays generated due to natural disasters, popular riots, strikes, confiscations by the local authorities of origin, destinations or connections.

30.- Customers with a credit shall consider that the credits do not apply for concepts such as delays, storages, taxes or taxes verifiable in customs.

31.- In the case of the customers that do not have credit and that the payment shall be in cash, please consider the dates in which the payment is required to be able to proceed with the coordination of the operation:

Air Import and export: When obtaining the final air waybills with final weight and measurements, before the ETD of the shipment.

Ocean Import: 5 days after the ETD (when an invoice is sent along with the Arrival Notice, on the contrary the arrival is not release even if there a telex release instruction).

Ocean Export: 2 days after the ETD (when an invoice is sent along with the Departure Notice, on the contrary it is not release upon arrival at the destination even if there is telex release instruction).

Land Import and Export: before collecting the cargo, once there is the final weight and measurements in letter of instructions. Before the route exit of the unit.

Additional services (armed guards, monitoring, satellite guard, cargo insurance, inspection at origin etc.) if contracted without an international freight service they shall be paid before the service required is executed, and the receipt shall be sent along with the letter of instructions, this as requirement to start the service. Important to consider if the deposit has not clear in the bank account, the operation cannot be coordinated as indicated by each mode mentioned.

32.- In the event of contracting any of our additional and optional services such as consultancy in logistics risk management, container insurance, armed or satellite guards, monitoring service, customs clearance, pre-customs clearance inspection, quality inspections, supplier audit in Asia; it is important to consider the Terms and Conditions applicable to each one of those services.

III.-GENERAL TERMS AND CONDITIONS FOR INVOICING, CREDIT AND PAYMENT OF SERVICES.

1.For the charge of services, MARINE TRUST S.A. DE C.V., known as MARINNO LOGISTICS INNOVATION will deliver to THE CUSTOMER the fiscal receipt in terms of the applicable Fiscal Law, since the same requires electronic means of issuance of receipts it shall be sent electronically to the email accounts provided by the CUSTOMER to MARINNO LOGISTICS INNOVATION.

2.The parties agree that the invoices sent to such emails shall be legally effective for its collection and will be considered accepted three days as of its confirmation of acceptance. In the event of not receiving the confirmation of acceptance, the invoices will be considered accepted five days after sent to the email indicated by THE CUSTOMER.

3.In the event of change of email addresses to send or receive electronic invoices, a party shall inform the other party in writing signed, at least 10 days in advance.



4. The customers that do not have a credit, shall pay for their services in cash pursuant to the following times:

4.1 Air Import and Export: 60% of the full amount of the quote must be pay in advance once the service it's confirmed by the customer and the remaining 40% must be paid once the cargo gets picked up from shipper's facilities. After 5 shipments the parties can start a credit negotiation for future shipments.

4.2 Ocean Import: 5 days after the ETD (When the corresponding invoice is sent along with the DN, if not paid the release of the commodities will not take place upon its arrival even if there is a Telex Release).

4.3 Land Import and Export: The payment shall be made once collecting the cargo and must be fully paid before delivery, otherwise we, MARINNO LOGISTICS INNOVATION, reserve the right to hold the cargo until payment gets done.

4.4 Additional Services: If these are contracted without any international service (Armed guard, monitoring, satellite guard, cargo insurance, Inspection) the payment shall be made before the service is executed, the payment receipt shall be sent along with the letter of instructions for the service, otherwise the same cannot be executed.

5. In the event that the CUSTOMER is interested in obtaining the credit benefit from MARINNO LOGISTICS INNOVATION, the customer shall make a written request via email before its trade or operative executive to start the authorization process of the amount of credit and payment term by the corresponding area, in addition THE CUSTOMER shall deliver the complete documentation for its analysis in accordance to the following guideline:

5.1 Company (Mexican)

1. Articles of Incorporation.
2. Transcript of the fiscal situation (NOT the fiscal identification card, not older than 3 months).
3. Compliance Opinion (Not older than 3 months).
4. Bank coversheet or letterhead sheet with the bank data (Not older than 3 months).
5. Proof of domicile (Light, water, telephone, land line receipt. Not older than three months).
6. ID of the legal representative or the person with a power of attorney.
7. Notary power of attorney, will applicable.

5.2 Company (Foreigner)

1. Business license
2. Tax ID and address (to issue the invoices)
3. Bank coversheet or letterhead sheet with the bank data (Not older than 3 months)
4. Proof of address of the Mexico office (light, water, land line receipt, Not older than 3 months).
5. Passport and FM

5.3 Natural person (Mexican)

1. Personal Identification Number (if the voter ID is presented the Personal Identification Number will not be necessary)
2. Transcript of the fiscal situation of the natural person (NOT the fiscal identification card, Not older than 3 months).
3. Opinion of compliance of the natural person (Not older than 3 months)
4. Bank coversheet or letterhead sheet with the bank data (Not older than 3 months).
5. Proof of address of the Mexico office (light, water, land line receipt, Not older than 3 months).

6. Official Identification

5.4 Natural person (Foreigner)

1. Business license.
2. Tax ID and address (to issue invoices)
3. Bank coversheet or letterhead sheet with the bank data
4. Proof of address of the Mexico office (light, water, land line receipt, Not older than 3 months).
5. Passport and FM

NOTE: For all the case, if this documentation is not complied the registration and process of credit analysis will be rejected.

6. MARINNO LOGISTICS INNOVATION reserves the right to request information, documents and/or additional credit references for the credit authorization.

7. THE CUSTOMER commits to pay MARINNO LOGISTICS INNOVATION the amount that covers the services agreed and provided in the quotes and service requests, THE CUSTOMER binds to do the corresponding payments for the rendering of the requested services within calendar days following the issuance of the invoice issued by MARINNO LOGISTICS INNOVATION.

8. The parties provide that in the event that THE CUSTOMER does not pay on time and in due manner the amount agreed, the CUSTOMER will pay in favor of MARINNO LOGISTICS INNOVATION, a late interest of 5% five percent monthly as of the day after the expiration of the term established by clause 7.

9. In regards with due balances MARINNO LOGISTICS INNOVATION reserves the right to grant, limit, suspend or cancel the credit day granted to THE CUSTOMER as deemed convenient, in addition to condition the release of the commodities in transit until the account is current with the payments due for our services.

10. The credit granted to THE CUSTOMER is applicable to contract all the services offered by MARINNO LOGISTICS INNOVATION, mentioned as follows:

1. International Freight
2. Import and Export Customs Clearance (Except for the taxes and duties corresponding to the operation)
3. Consultancy in Risk Management
4. Pre customs clearance inspection
5. Quality Inspections
6. Supplier Audit
7. Satellite Guard
8. Active Monitoring
9. Armed Guard
10. Marketer

11. To make the payments the CUSTOMER shall consider the following bank information:



COMPANY NAME: MARINE TRUST SA DE CV
TAX-ID: MTR181010B44
OFFICE ADDRESS: MORELOS 1864 INT 15, COL. AMERICANA,
GUADALAJARA, JALISCO CP 44160

MARINE TRUST SA DE CV				
Banco	Cuenta	Cuenta clabe	Divisa	SWIFT
MONEX		112320000037577705	MXN	
MONEX		112962000037577707	USD	MONXMXMM
BBVA	0115639778	012320001156397787	MXN	
BBVA	0125513286	012320001255132869	USD	
Santander	65507133661	014320655071336617	MXN	
Santander	82500897095	014320825008970957	USD	BMSXMXMMXX

12. In addition, THE CUSTOMER shall inform MARINNO LOGISTICS INNOVATION on its payments, indicating the invoice numbers to be paid and the amount, to the following contact with the purpose of maintaining its balance updated and current

CONTACT: Susana Gonzalez
EMAIL: creditandcollection@marinno.com.mx
PHONE NUMBER: + 52 (33) 1604 2595

CONTACT: Maria Zepeda
EMAIL: mariaz@marinno.com.mx
PHONE NUMBER: + 52 (33) 1546 5945

IV GENERAL TERMS AND CONDITIONS FOR CONSULTANCY IN ARMED GUARD

1.- To request the armed guard service, THE CUSTOMER shall send the service request 48 hrs. in advance for foreign transfers and 24 hrs. for local transfers this is for logistics purposes and to guarantee availability.

2.- The Rate of the guard is subject to the Value Added Tax.

3.- A local transfer is considered up to 120 kms and the local service applies in Mexico City, State of Mexico and Metropolitan Area of Guadalajara.

4.- The services above 120 kms. are considered a foreign transfer.

5.- The guard rate includes 2 uniformed guards trained in the handling of emergencies and supervision, they have also been instructed in offensive and defensive driving techniques; they are equipped with two weapons a long one and a short one and they have cell phones for their communication.

6.- The automobile has a fixed AVL system and a portable tracking equipment to set the guarded unit being able to monitor every 15 minutes. In addition, and with a previous request a video follow up can

be provided which shall be requested 2 days in advance.

7.- At least 24 hrs. before the service, the customer shall provide the data required to guarantee that the guard arrives on time to the correct place of the start of its service and deliver at the correct destination to the person authorized to receive the guarded transportation

8.- The data required is the following:

- Correct address of the origin
- Complete address of the destination
- Authorized contacts in the origin and destination with complete data (name and last name, telephones and email)

- Indicate the transportation to be guarded (Type of transportation, carrier line, plates, number, color, full name and contact of the operator). This information is required from each one of the transportations guarded.

- Quantity of transportation to be guarded (Not more than 2 per guard contracted).
- Please note that once the service is approved and confirmed by both parties it CANNOT be cancelled after, if so, 100% of the cost fine will be invoiced.

9.- The Guard has the licenses required with the Secretary of National Defense as well as the registration before the Secretary of Interior. –Guard certified at BASC, complies with the policies, bylaws, commitments, norms and quality standards established by the BASC world organization.

10.- The guard prices in local services will be determined per hour and for foreign services by kilometers travelled, once the tolerance time has elapsed, it shall be considered that the delays caused due to a holdup by the requesting Company, the customs agency or the carrier line after a 6 hour wait, or in the event of a delay in the delivery of the service requested and it generates a stay by the guard of up to 12 hrs., in both cases will generate additional charges.

11.- For the local guard the tolerance time of transfer is of 40 minutes, that is it has an actual duration of up to 1 hr. with 40 minutes only an hour of service will be charged.

12.- For foreign guard the actual amount to be charged will be determined based on the actual kilometers travelled, in this case an initial odometer is recorded of the guard vehicle at the beginning of the service and the kilometers recorded at the end.

13.- Supervision time will be considered when the guard remains waiting in the origin between the hour to start requested by the Customer and the actual start of the service and the time elapsed between the arrival to the destination and the end of the service that occurs when the contact at the destination receives the cargo.

14.-The wait times without movement in route due to overnight of the transportation operators, mechanical faults of the transportation, legal problems due to errors in the documentation or due to lack of the same documentation of the cargo, etc. are also considered supervision. The services have 3 hrs. of tolerance as concept of waiting, that is if the time without movement at origin, destination and extraordinary stops does not exceed 3 hrs. there will be no charge for this concept. The time without movement due to the use of sanitary services of the staff of the transportation and/or guards and to have lunch will not be counted under this concept.

15.- Due to legal questions the guards shall transit in toll roads/highways where these exist, under no event tours will be made on free roads (no tolls) unless there is no alternative and only if the route is

safe previously review and authorized.

16.- The transportation guarded shall abide the indications of the guard during the transfer, avoiding non authorized stops, route deviation, excess in the times of the stop.

17.- For service cancellations, the customer shall inform at least 4 hrs. in advance in local services and 12 hrs. in foreign services, only in this manner charges will not be generated for this concept, in the contrary there will be surcharges generated. The penalty will be of 50% of the estimated amount for its foreign service and of \$1,000.00 mxn + Value Added Tax in local services. In the event that the service is cancelled after the time predicted, in addition to the penalty previously indicated the equivalent to one hour of supervision will be charged for each hour in which the guard remains waiting at the origin of the service cancelled. In an act of God or of force majeure, the company will not be responsible in the event that the services contracted cannot be carried out due to a strike, riots, wars, insurrections, causes of force majeure or acts of God or others out of the control of the company.

18.- In case of imminent danger for the goods, vehicles and/or persons guarded the staff of the guard will notify the monitoring central, in order for the staff located therein to notify the corresponding authorities and the customer.

19.- Upon arrival to the destination the guard staff, if required will expressly inform the staff authorized by the customer of the anomalies and/or special circumstances that appear during the travel.

20.- In the event of guard of goods, the guard along with the staff of the customer, will proceed to deliver the commodities assessed verifying that the seals correspond to the indicated in the receipt of the service.

21. The guard staff cannot manipulate the commodities, therefore it is not responsible of the contents of the sealed boxes, bags or sacs, its responsibility is any case to inform the representative of the customer, of any anomaly or deviation, always waiting for instructions from the staff of the customer, to leave or return the commodities.

22.- The guard will carry out the activities of guard of vehicles and/or persons with staff trained in order to be able to detect and discourage situations that endanger the security of the goods and/or persons guarded. In no event, the guard is obligated to directly confront situations of danger, but to carry out the activities tending to the discouragement of the danger and the activation of the alarms to the central receiver of the alarms of the customer.

23.- The parties agree that the service subject matter of this agreement entails an obligation of means and not of results, with which the guard having complied with making available the means contracted it will be exempted from any responsibility in the event of an incident. In addition, in no event, the guard will be responsible pursuant to this agreement or any purchase order due to the loss of production, loss of business or profits or any other special harms, indirect, losses, incidental or consequential of the customer, whether there is or not the possibility that such harms could have been reasonably foreseen. The Company will not be responsible for the losses or damages caused as a result of any action perpetrated by any government, power or national or foreign authority, de jure or de facto, during war or peace time, expected or imminent or unpredictable for the Company; also due to seizure or destruction under quarantine or customs regulations, confiscation as per the order from any government, or public authority, for risk of contraband, transfer of commodities assessed of an illegal origin or illegal trade.

V. GENERAL TERMS AND CONDITIONS FOR ELECTRONIC GUARD

SERVICES.

- 1.-** To request electronic guard services, THE CUSTOMER shall send a service request 24 hours in advance to attain an optimum coordination.
- 2.-** Rate of Electronic Guard subjected to the Value Added Tax.
- 3.-** The service request shall include: Complete address of the place of installation, name, cell number, email of the contact of the person in charge of the patio, contact of the coordinator of the carrier line, contact of the driver of the unit, data of the unit since in the event of situation of risk the carrier line is contacted before activating the protocol of reaction. In the event of a reaction, this information is always required by the authorities.
- 4.-** The operation of its installation is guaranteed as long as the recipient customer or beneficiary of the services has an appropriate handling of the equipment and its components, in this manner the guarantee will be in force for 30 days as of the date of installation, in addition the GPS equipment have a guarantee period of 12 months after their initial installation/acquisition.
- 5.-** The following events are not included within the guarantee: damaged caused by an agent outside the components, fault caused due to the lack of maintenance to the unit and/or additional installations of electronic accessories and/or equipment; any collision, transfer, transmission or opening of the device; fault derived to a major repair or mechanic and/or electronic maintenance to the unit, make, trademark color, type, plates, logo, Number; as well as date and time of the installation required.
- 6.-** The place where the installation will be carried out shall have necessary lighting, connections and necessary spaces for maneuvers.
- 7.-** The installation of the GPS device shall be carried out before the unit enters or exits the terminal.
- 8.-** The staff that is able to move the unit shall be available in the event of required maneuvers and to receives that same at the end of the job.
- 9.-** In the event of bad weather the installation will be rescheduled to assure the guarantee offered.
- 10.-** Any false start will generate the cost of 100% of the service, false starts will be considered as any cancellation of service within the interval in which the technician is already on route to its destination; that as of its timely arrival of the technician the unit is not available and exceeds a waiting time of 30 minutes. In such case the technician can leave. Freight in false will also be considered when a service is cancelled to which a GPS has been placed.
- 11.-** There is no responsibility of any consequence derived from the removal and/or modification of the equipment of original tracking by external parties and/or non-authorized staff.
- 12.-** All the units are monitored by a virtual guard equipment under the charge of following up incidents that appear in the travel, and to register them in a logbook.
- 13.-** During the execution of the service the following notices will be sent: Placement of GPS, start of the route, and incidents on the lapse of the route that include stop for lunch, mechanical fault, rest stop etc. and the arrival to the destination. These notices will be sent by email.
- 14.-** Risk situation to be considered in order to detonate a reaction protocol:
 - When the container shows a critical route deviation.
 - When the GPS device does not issue a signal in the coverage zone and there is no communication with the operator. When carrier line requests support with an operative due to any situation that the operator reports and that it is not visible through a GPS equipment (persecutions, violation of seals

etc.)

-When the operator remains stopped due to mechanical faults longer than the time previously indicated by the carrier line and that there is no notice from the same on the extension of this time. The virtual guard equipment will validate before the term of the time indicated of repair if any extension is necessary, if there is no communication it is proceeded with the reaction operative.

-In the event that the carrier line does not provide the information on the mechanical fault and/or response time, it will be recorded in the logbook of the movement and the reaction operative will proceed, the result of the same will be reasonability of the carrier line.

15.- When the virtual guard agent detects a red code, he changes the frequency of the GPS to 1 minute, the carrier line will be called for support of the location of the unit; in the event of not having information within a period of 15 minutes, it is proceeded to send the corresponding authorities.

16.- The intervention and response time of the authorities, will depend on the geographic location, availability of the resources and the scopes of the corresponding authorities depending on the jurisdiction.

17.- All the GPS devices installed have a national coverage, it is important to mention that the devices installed are fed from the transmission signal of cell phones, therefore, in zones of a low coverage the GPS reacts until it is found in a zone of supportable coverage.

18.- There is no coverage in the following points: Villa de Cos, Zacatecas; Las Choapas, Veracruz and Infiernillo, Michoacán.

19.- Sites with intermittent signal: Palmillas, Tamaulipas; Cd Valles, SLP; Vigas de Ramírez, Veracruz; Naranjos, Veracruz; Cumbres de Maltrata, Veracruz; Escárcega, Campeche; Polotitlán, Edo de México; Calpulpan, Tlaxcala; and Huamantla, Tlaxcala.

20.- Since this is not a cargo insurance, the supplier will not be responsible for the direct or indirect damages or for the total or partial loss suffered by any of the goods subject matter of the service, as well as the damages, losses, direct or indirect that could be generated to the staff of the customer or of third parties, contemplating in an inclusive and not limited manner, theft, crash, kidnapping, fire, administrative sanctions, tow, mechanical and electrical faults, and all those derived from a casualty.

21.- Once the service is approved and confirmed by both parties it CANNOT be cancelled after, if so, 100% of the cost fine will be invoiced

VI.- GENERAL TERMS AND CONDITIONS FOR ACTIVE MONITORING SERVICES

1.- 48 to 72 hours, shall be considered for the monitoring service for its correct programming and review of compliance of measurements required in the transportation. Once the service is approved and confirmed by both parties it CANNOT be cancelled after, if so, 100% of the cost fine will be invoiced

2.- Guard rate subject to VAT.

3.- To proceed with the monitoring service the customer shall provide the following information:

- Start date and time

- Origin – Destination

- If it has deliveries (How many deliveries does it carry out and at what places will they take place)

- It has (a fixed or portable GPS and/or decoy)
- Telephone number of the operator
- Name of the operator
- General data of the unit

4.-For the monitoring of the land transportation contracted there shall be a GPS to be able to link it to the active monitoring program and the operator shall have communication elements (Cell phone).

5.- To ensure the good operation of the equipment it is necessary that the unit is in optimum conditions mechanical as well as electrical.

6.- All the units are monitored by an equipment in the control tower of virtual monitoring in charge of following up incidents that appear in the travel, to register it in a log book.

7.- During the execution of the service the following notices will be sent: GPS Synchronization of the unit with the monitoring system, start of route, and incidents on the lapse of the route that includes stops for lunch, mechanical fault, stop to rest etc. And the arrival to the destination. These notices are sent by email.

8.- The operator shall maintain constant communication with the monitoring tower and will notify of the maneuvers in route such as arrival to the point of delivery and exit of the same, informing the monitoring agent on the approximate times of each stay.

9.- The operator shall report to the monitoring tower any incident on route or mechanical fault promptly and it shall look out for the communication, responding timely to each call, in addition it shall not transport any additional staff, except with an authorization.

10.- The operator cannot exit the patio without a previous confirmation or authorization of the monitoring center, once the travel has begun, no stops shall be permitted until traveling more than 200 KM of transit, as of the point of origin of the shipment. Once the 200 KM have been travelled, the operator can have lunch in places considered as safe.

11.- Situations of risks to be considered to detonate an emergency protocol:

-When the container shows a critical route deviation.

-When the GPS device does not issue a signal in the coverage zone and there is no communication with the operator. When carrier line requests support with an operative due to any situation that the operator reports and that it is not visible through a GPS equipment (persecutions, violation of seals etc.)

-When the operator remains stopped due to mechanical faults longer than the time previously indicated by the carrier line and that there is no notice from the same on the extension of this time. The virtual guard equipment will validate before the term of the time indicated of repair if any extension is necessary, if there is no communication it is proceeded with the reaction operative.

-In the event that the carrier line does not provide the information on the mechanical fault and/or response time, it will be recorded in the logbook of the movement and the reaction operative will proceed, the result of the same will be responsibility of the carrier line.

12.- Contracting a cargo insurance is under the account of THE CUSTOMER.

VII.- GENERAL TERMS AND CONDITIONS FOR CONSULTANCY ON

CUSTOMS CLEARANCE AT DESTINATION.

1.- The quote of the customs clearance is for the concept of customs fees, in the event of requiring a calculation of taxes a data sheet will be needed, value of the commodities and incremental and/or any other that the AA considers necessary.

2.- The quote of the Customs Clearance is applicable to general cargo, not perishable, nonhazardous; any other particularity is quoted per event.

3.- Rate quoted in accordance to the currency indicated in your quote and the VAT is applicable.

4.- The quote for ocean FCL services is applicable per container or loose cargo; in the event of the air it is applicable per air waybill.

5.- The quote of customs clearance does not include verifiable expenses, taxes, storage, weighting /VGM, COVE or any other that can be generated during the customs process.

6.- For the service of Customs Clearance the legal documentation shall be previously completed for the registration of the customer with AA:

- Articles of Incorporation of the Company
- Application of registration before the Federal Taxpayers Registry (R1 Registration before the Ministry of Treasury and Public Credit)
- Notary power of attorney of the legal representative (if not included in the articles of incorporation)
- Proof of fiscal receipt of the Company (not older than 3 months)
- Proof of fiscal address of the company (not older than 3 months)
- Transcript of fiscal situation (not older than 3 months)
- Proof from the Tax Administration Service of the domicile located
- Opinion of compliance (not older than 3 months)
- Photographs of the real property
- Valid id and Personal ID number of the legal Representative
- Proof of registration of the patent of the title granted
- Transcript of fiscal situation of the Legal Rep (not older than 3 months)
- Letter of commend (letterhead paper of the company at original and copy)

7.- THE CUSTOMER shall deliver the complete trade documentation, related with the cargo, as well as any additional information preferably within a prior time of 5 business days

- a) Export:
 - Commercial invoice

- Packing list
- Bill of lading, air waybill, consignment letter or transportation documents
- Document that evidences the compliance of the non-tariff regulations and restrictions

b) Import:

- Commercial invoice
- Packing list
- Bill of lading
- Air waybill or transportation documents
- Document that evidences the compliance of the non-tariff regulations and restrictions.
- Document that determines the source and the origin of the commodities, as well as the register of importers and specific sector.
- Value manifest is full responsibility of the consignee.

In addition, more extensive periods shall be considered in the event that the commodities have a special review (permits, licenses, certificates and /or norms) from any government entity, which stipulate the time of review.

8. In the event that THE CUSTOMER does not provide the data and suitable and actual documents for the rendering of the of Customs Clearance service, MARINNO LOGISTICS INNOVATION will be excluded from any responsibility of payment of taxes imposed by the fiscal authority in consequence of the violations and sanctions provided by the customs laws and other laws correlative to foreign trade, due to differences of taxes, countervailing duties, fines and surcharges determined, as well as for the noncompliance of non-tariff regulations and restrictions if these come from the inaccuracy or falseness of the data and documents provided by "THE CUSTOMER".

9.- In regards to the approximate times for the process of prompt Customs Clearance for general cargo as per the transportation modality they are mentioned as follows, as long as all the fiscal, commercial and shipment documentation is available to proceed to the clearance.

For import:

- Ocean without pre-customs clearance inspection is from 4 to 6 days
- Ocean with pre-customs clearance inspection is from 2 to 4 days

- Air from 1 to 2 days
- Land 1 to 2 days

For Export:

- Ocean from 2 to 4 days
- Air from 1 to 2 days.
- Land from 1 to 2 days.

10.- In the event that a pre-customs clearance inspection is made at the port /airport and there is a physical /documental difference THE CUSTOMER shall provide the documental information necessary to classify the material formed by photographs, videos, data sheets, catalogues, brochures, chemical analysis of composition and technical literature on the characteristics and use of the materials in question.



11. MARINNO LOGISTICS INNOVATION binds to control all the products and commodities delivered for its customs clearance, until the set of acts and formalities of the commodities clearance have been met; it will be responsible of reporting to the CUSTOMER any anomaly, damage or loss detected when doing the pre-customs clearance inspection. This report shall be prepared in writing and before the clearance of the commodities is made at the custom's prior written authorization

from the CUSTOMER, in addition the part broken down shall be attached in its case issued by the carrier company or corresponding warehouse.

12.- In the event of *Pama*-Administrative Procedure in customs matters (Art. 150 LA) –When in a domiciliary visit verification of commodities in customs acknowledgment or verification of the transportation, anomalies are found with the declared in the bill of lading, then a minute will be drafted that states the identification of the authority that carries out the procedure, the acts and circumstance to proceed to the seizure.

A minute will be drafted evidencing the description, nature and other characteristics of the commodities, as well as taking the samples of the commodities in its case and evidentiary elements to pronounce the corresponding resolution. The authority that drafts the minute shall deliver a copy of the minute as notice of start of the procedure.

13. MARINNO LOGISTICS INNOVATION will be informed by the CUSTOMER in writing via institutional email of any situation in the change of its fiscal data, as well as the suspension to the register of importers, seizures, Administrative Procedures in Customs Matters valid at least 72hrs business hours before the import; although it is suggested that the CUSTOMER informs of this type of situations including before its commodities exit the port or airport of origin, the same case for any extension or cancellation of the Programs of Promotion to the Export or of Sectorial Promotion Programs or application of the tariff preferences provided by the international trade agreements to which the customer is entitled to apply, through Certificates of Origin.

14. MARINNO LOGISTICS INNOVATION cannot use the registered trademarks of THE CUSTOMER in connection with the services provided, and such trademarks can only be used with the expressed written consent from THE CUSTOMER, therefore MARINNO LOGISTICS INNOVATION, acknowledges the right, title and interests of THE CUSTOMER in all its registered trademarks in connection with the services provided and accepts not to participate in activities or commit any act, directly or indirectly, that may dispute or risk such right, title or interest of THE CUSTOMER.

15. MARINNO LOGISTICS INNOVATION cannot acquire, nor claim rights, titles or interests in or with trademarks adverse to the rights by virtue of this document. The stipulated by this clause is applicable in addition to all the patents, copyrights, and any other type of industrial or intellectual property of “THE CUSTOMER”.

16. MARINNO LOGISTICS INNOVATION may request access to secret and confidential information obtained from THE CUSTOMER, under the reserve of an execution of a Confidentiality Agreement adjusted for THE CUSTOMER, in the event that the CUSTOMER does not request such Confidentiality Agreement it will not be a waiver of protection against the non- authorized disclosure of the confidential and secret information mentioned in this agreement, in addition, each of the parties accepts to take under its own account all the reasonable actions including, without limitation, legal procedures, to impose the compliance to the parties to whom such information is disclosed under written agreement pursuant to this clause.

17.- If a marketer service is required, it will be previously assessed and in the event of acceptance its management will be quoted per event. The terms and conditions depend on the commend type of cargo /service required. When a MARKETER service is requested, THE CUSTOMER shall notify MARINNO LOGISTICS INNOVATION before the scheduling of the shipment from the Origin, since MARINNO LOGISTICS INNOVATION reserves the right to provide or reject the service to grant it.

VIII.- GENERAL TERMS AND CONDITIONS FOR THE CONSULTANCY IN RISK MANAGEMENT

Marine Trust, S.A. de C.V. offers services of “Consultancy in risk management” with the purpose of supporting the issuance of a certificate of insurance at the portal of Link BG México S. de R.L. de C.V. that at the same time is supported by the insurance company XL Seguros México S.A. de C.V. subject to the attached Terms and Conditions

<https://drive.google.com/open?id=1JO8nv8exwFh-xIM1f-x5lgatkgPgFKZ->

- 1.- The shipment will be insured for the total of the invoice of purchase in the event of imports, or for the total value of the sales invoice to exports.
- 2.- Quote in USD subject to the Value Added Tax.
- 3.- The beneficiary is responsible of providing in good faith, the amount previously mentioned and to safeguard those invoices that cover the same; on the other hand the beneficiary may opt to add to the insurable the incremental as an additional that is insured with an increase in proportion in its risk premium, when done in this manner, the beneficiary is responsible to request it by email to its operations executive indicating the total value of incrementals that it wishes to insure. It is important to clarify that the value of the international freight, national freight, expenses at origin and at destination of import or export, customs clearance, and taxes can be included within such incrementals only the VAT is excluded.
- 4.- The insurance is applicable to the cargo transported by air, land, or ocean. For railroad, vehicles and airplanes property of the Insured or leased, of the motor carrier line or airline of commercial use and unloading and/or of Federal Public Service. For ocean only vessels that are not 25 years old in the event of cargo vessels; and in the event of bulk vessels that are not 20 years old classified 100A1 or equivalent and that do not fly the flag of convenience.
- 5.- The issuance of policies shall be made before the exit of the cargo, no cargo on transit shall be insured.
- 6.-It is the responsibility of the shipper to deliver the cargo with the correct packing, complying with the standards of the factory, the international or the appropriate for its transportation.
- 7.- It is the responsibility of the shipper to ensure that its cargo contains seals whether in boxes, containers or trailers, these shall be closed with safety seals, steel locks or naval locks.
- 8.- On the limit of liability: \$1'000,000 USD per vessel (below deck or in containers closed in container ship, lorry, railroad (by convoy) and airplane, Sub limits per event (jewelry /watchmaking: \$40,000 USD; automotive vehicles \$480,000 USD; packing and courier \$250,000 USD. Total loss in containers: \$5,000.00 per event (applies only equipment for dry cargo). Coverage subject as per the expressed request and is within the same certificate of cargo wherein \$5000 USD are added to the total value of the shipment, for incremental concept of the container. The maximum limit of liability corresponds to the limit in a single shipment or on the same vehicle, for only one occasion or in a single place.
- 9.- On the deductibles 15% S.V.T.E. at the time of occurrence of the casualty for each and every loss



caused by the risks of Theft and/or Assault. 15% S.V.T.E. at the time of occurrence of the casualty for each and every loss caused by the risks of rollover. 15% S.V.T.E. at the time of occurrence of the accident for each and every loss caused for the risk of faults in the refrigerator system. It is clarified and agreed that a temporary deductible will apply of 12 hours of continuous interruption in the Thermoking. 2% S.V.T.E. at the time of occurrence of the casualty for each and every loss caused by the other risks covered. USD \$250.00 for each and every total loss total in containers caused by the covered risk. In all the cases minimum of USD \$450.00 will apply. It is clarified and agreed that the deductibles will apply lorry by lorry, van by van and container by container.

10.- The pre-existing damages are excluded, as well as the bad stowage, strapping or restraining of the commodities insured to the transportation means without a direct occurrence of any Ordinary Risk of Transit (ROT).

11.- The used, rebuilt, goods, returns have a limited coverage as well as the goods that are not covered since their initial origin (continuation of the travel).

12.- The Ordinary Transit Risks that will only be covered (ROT): total theft, strikes and popular riots, warehouse to warehouse and loading and unloading maneuvers.

13.- The following measurement of prevention shall be followed as a mandatory condition for the coverage, with the purpose of avoiding or minimizing the possible losses and/or damages to the goods insured; and it is agreed that the goods insured will be left without coverage by this policy at the time in which the Insured and/or whoever is contracted by the insured does not comply with any of them.

-Vessel insurance: The insured will guarantee the transportation below deck or on deck, as long as the goods travel inside the closed metallic container and on board of the container vessel.

-Land insurance: shall travel in a toll road /highway. The weight or dimensions shall no exceed those permitted to circulate in roads. The equipment shall be a closed box/trailer or goods covered with canvass on opened vehicles.

-Shipments with a value from \$50,000 USD, electronic shipments of any type (including but not limited to: televisions, computer equipment and accessories, cell phones, electronic tablets, audio or video equipment, pharmaceuticals, clothes and fashion textiles, groceries, wines and spirits; home appliances, and white goods, as well as steel (on any presentation) and construction material. They shall have armed guards who shall have an operation permit and valid registrations before the competent authorities.

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They shall travel with a mandatory GPS in tract with satellite position every 15 min. for follow up and monitoring of constant position and IMMEDIATE notice to the corresponding judicial authorities in the event of deviation, stop or variation in the non -scheduled route.

-The carrier route shall be scheduled; with a time, control without allowing personal stops. These shall be carried out after 200 kms from the origin of the shipment.

-Any other type of stop outside or not related to the commercial activity of the insured is totally prohibited. The mechanicals check and/or fixing of the cargo to the container and/or initial cargo. In the stops for fuel refill, physiological needs of the chauffer and/or food permitted, as well as a stop for overnight or rest; the lorry and its trailers /boxes shall be parked on sites or places in which there is lighting, as well as police or private protection or in gas stations with convenience stores with space for parking of buses or detachment of the preventive federal police (or federal roads police) or toll roads (up to a maximum radius of 200 mts with regards to these) or on stops specifically used and designated by the competent authorities for federal public service buses. The lorry and its trailers/boxes shall remain parked for a lapse not greater than 8 continuous hrs. on such places.

14.- The following products will not be insured: live animals and plants, explosives, fire arms,

airplanes, financial documents, prepaid telephone cards, art works, money and securities, metal (gold, silver, platinum, rhodium and palladium) nor precious stones.

15.-No cargo with an origin or destination to the following countries will be insured: The Balkans, Belarus, Burma (Myanmar), North Korea, Ivory Coast, Cuba, Eritrea, Democratic Rep. Of the Congo, Iran, Iraq, Lebanon, Liberia, Libya, Montenegro, The Russian Federation, Somalia, Sudan, Serbia, Syria, Ukraine, Zimbabwe, Venezuela; as well as any other with restriction and/or embargo by the UN.

16.- For the coverage against theft and/or assault risks with physical or moral violence, the risks of loss or mysterious disappearance are excluded.

17.- There will not be any liability for the Company for theft or assault wherein an employee, sales person, or person sent by the insured or when the goods insured or the vehicles wherein, they are transported are abandoned for any cause.

18.- The following are excluded: loss, damages, or expenses attributable ill-intentioned acts of the insured, ordinary leaks, loss of weigh or volume as per natural decrease, normal use or wear out of the insured goods, embargos or sanctions, pre-existing damages, for a bad stowage or subjection of the cargo, theft without violence, condensation inside the container, de calibration of the equipment, damages due to temperature variation, for contamination, damages or losses of containers, data of information or computer programs contained in electromagnetic storage media of the computer equipment, normal wear out, spontaneous combustion, wrinkles, stains and/or discoloration; bending, dent, cracking, abrasion and/or scratch, larceny, cunning and/or robbery, electrical, mechanical, electromagnetic faults and/or electromagnetic faults to machine, unless it is a direct consequence of an ordinary transit risk. The damages or losses caused to the extremes and ropes of pipes are excluded, the goods insured caused by plagues, vermin, insects, rodents or any other type of live organism; the loss of any of the physical, chemical, biological and/or biochemical properties such as color, odor, aroma, flavor and texture. When there is no evidence of damage or destroyed by quality controls of the insured, or by government controls, the confiscations carried out by the government authority are also excluded.

19.- Damages and/or losses and/or liability and/or expenses caused or derived, directly or indirectly from the use or operation as a means to inflict harm to any computer, computer system, software, malicious codes, computer viruses or any other electronic system or of data processing are also excluded.

20.- On the clause of contingent interest, the cargo insured is covered upon evidencing an insurable interest, regardless of the responsibility of the Incoterm agreed between the supplier of the commodities and the customer.

21.- The critical equipment or of project shall be quoted per event. Critical equipment is the one with a unit value to risk equal or greater than 500,000 USD, as well as any item and/or equipment wherein its repair even if its less, cannot be made at the place of destination; any item and/or equipment that requires the use of the special transportation means (non-conventional) and/or when its dimensions are not comprised within the measurements of a standard container of 40' or its equivalent in the road (Long 12 mts. wide 2.5 mts and/or height 2.5 mts. As well as any item and/or equipment including the packing which gross weight is greater than 30 metric tons, or equipment that due to its characteristics requires a special maneuvering equipment; any item or equipment with gravity center displaced for its geometric center or that requires special subjection elements, shipments on deck with exception of item and/or equipment conditioned on standard metallic containers totally closed on board a container vessels or other vessels designed and approved for the transportation of containers, shipments on barge. This critical equipment or of project have their specific requirements and security measurements which need to be reviewed per event.

22.- Territorial Limit: This policy will only be effective for losses of shipments made from and to the point of origin and destination indicated by the coversheet and/or specification of the policy.

23.- Duration of the insurance –Term: The term of the insurance begins as per the indicated in the insurance request, that the carrier of the cargo takes the same to start its travel from the warehouse

of origin, ending with the delivery at the destination warehouse, the coverage is the stated in this document, observing the exclusions. For the cargo requested to insure once the cargo exits the warehouse of origin, the Clause of continuity of transit will apply, wherein the coverage begins once the commodities reach the port /airport after its insurance, having a single coverage for: ordinary risks of transit, maneuvers of loading and unloading, total theft, strikes and popular riots.

24.- All container damages can be reported no later than 365 days after the container is returned as per Mexican laws.

25.- GOODS INSURANCE: As a general rule, and unless explicitly contracted through the Provider, insurance for the goods will not be insured by the Provider for their transport, movement, and other actions covered by the services provided under this contract; these are at all times at the client's risk and expense.

The client may contract insurance for the goods independently, and the Provider, to the extent possible, will gather and maintain as many elements as commercial practices and insurance policy provisions normally require, and must provide them to the client in the event of a loss. However, the Provider is not obligated to meet all the conditions or requirements that may be demanded of the client by the insurance company the client has chosen to contract.



We the Company _____ CORPORATE NAME OF THE CUSTOMER _____ with Fiscal Address at

Confirm that we have been notified and received the Terms and Conditions of the service or services contracted of **CONSULTANCY IN LOGISTICS RISK MANAGEMENT** which purpose is to assist THE CUSTOMER with the entering of its information of the shipment in the portal of the corresponding Insurance Agent in order for the system of the latter to be able to deliver the Certificate of Insurance of the Cargo to THE CUSTOMER. We CORPORATE NAME OF THE CUSTOMER confirm that we are also familiar with the rates (premiums), deductibles, exclusions, clauses of the insurance policy that THE CUSTOMER will contract, as well as the PREVENTION MEASUREMENTS which shall be MANDATORILY observed, especially in the land transits and that these have been informed under this document that confirms our acceptance of the same, knowing that the noncompliance of these prevention measurements can jeopardize the indemnification of the Insurance Company in case of a Casualty:

Legal Representative _____

Signature: _____

Place and Date: _____

PROCEDURE IN CASE OF CASUALTIES

1. An immediate notice shall be given to the competent authorities on the occurrence of theft, collision or rollover; in the event of affection, the goods shall be safeguarded with the intention of the loss and immediately notify MARINNO LOGISTICS INNOVATION since a format of notice of a casualty shall be filled out and it shall be willing to deliver the documentation required pursuant to the casualty. The office of the adjusters and/or the insurance companies could consider information in addition to the those initially delivered at any time if necessary, you will be notified immediately providing the necessary consultancy.
2. The receipt of your notice of a casualty will be confirmed within a lapse of 24 hrs.
3. In the cases wherein the amount claimed is less than the corresponding deductible, you will be immediately confirmed, in these cases it will be the end of the process.
4. It is important to document before 6 months since the casualty was reported, this is to avoid withholdings for the concept of subrogation of fees.
5. The basic documentation required is your claim letter, commercial invoice, packing list, document that covers your shipment (consignment letter, BL, air waybill), circulation card of the chauffer if applies as per the modality of transportation, as well as photographic witnesses.
6. As of the moment in which the documentation is received 100% complete from the insured, the response time from the office of adjusters on the final opinion is of 20 business days.
7. –In the event that the office of adjusters provides an opinion favorable for the admissibility of the claim, a format named “Agreement Letter of Payment” will be shared with the insured, or its logistics representative wherein a proposal of indemnification is offered and a format named “Identification of the customer” for the compliance of Art. 492 of the Insurance and Bonds Law for the prevention of money laundering.
8. –If the insured agrees, the two formats shall be printed, scanned and signed and shared with the office of the adjuster as of that moment, the insurance Company will schedule the release of funds to



| indemnify the insured with a response time of 15 business days.

9. The payment of the premium as well as the indemnification applicable, are payable in terms of the monetary law in force in the United Mexican States on the payment date. The currency applicable is the one provided on the coversheet and/or specification of the policy and other clauses related.

10. The only one who is authorized to be a creditor of an indemnification derived from a casualty claim, in the event that the claim is considered admissible, after its prior analysis, is exclusively the **Beneficiary** on each of these certificates. It is important that you review your Certificate to corroborate that the owner of the commodities insured is the name of the natural person or entity indicated in the certificate as BENEFICIARY. In the event that the name of the beneficiary indicated in the certificate is incorrect or is NOT the same natural person or entity that evidences the OWNERSHIP of the commodities, the admissibility of the claim could be jeopardized.

11. If you have any doubt or minimum concern in regards to the information contained in this document, please immediately contact your executive for more information.

You should make sure you have signed the letter of receipt of the following documents complete Terms and Conditions with information related to security measures, clauses as well as Casualty Manual.

IX.- GENERAL TERMS AND CONDITIONS FOR CONSULTANCY IN CONTAINER RISKS

Marine Trust, S.A. de C.V. offers service in “Consultancy in logistics risk management” with the purpose of supporting the issuance of a certificate of insurance of a container in the portal of Link BG México S. de R.L. de C.V. that is supported with the insurance company XL Seguros México S.A. de C.V. subject to the attached Terms and Conditions (https://drive.google.com/drive/folders/1ej_y6pxUEFUBHA1IIOjunRMSeUsEQub6)

1.- Currency: USD

2.- Territory: Imports: From any part of the World up to any part of the Mexican Republic. Exports: From any part of the Mexican Republic up to any part of the World. National Transit: From any part of the Mexican Republic to any part of the Mexican Republic. International Transit: From any part of the World up to any part of the World (as long as a Mexican insurable interest is evidenced with documents).

3.-Excluded Countries: Due to questions of risk and analysis of subscription, shipments made in or with destination to, or with an origin from: The Balkans, Belarus, Burma (Myanmar), North Korea, Ivory Coast, Cuba, Eritrea, Democratic Republic of the Congo, Iran, Iraq, Lebanon, Liberia, Libya, Montenegro, The Russian Federation, Somalia, Sudan, Serbia, Syria, Ukraine, Venezuela and Zimbabwe; as well as any other country that has a restriction and/or embargo under the resolutions issued by the Organization of the United Nations.

4.- Goods insured: Ocean metallic containers including refrigeration equipment (when applicable) not older than 20 years as of the construction date.

5.-Means of Transportation

Land: Railroad and vehicles property of the Insured or leased, of motor transportation line of cargo

and/or Federal Public Service.

Ocean: Vessels that are not 25 years old in the case cargos vessels and that are not 20 years old in the case of bulk carrier vessels, classified 100A1 or equivalent and that do not fly the flag of convenience.

6.- Limit of Liability (table of values):

Contenedor Seco	
Suma asegurada	Hasta 15,000 USD
Tarifa	10 USD
Contenedor NOR y Refrigerado	
Suma asegurada	Hasta 25,000 USD
Tarifa	45 USD
Coberturas	
*Gastos de Maniobra y Rescate Hasta 30,000 USD	*Demoras en exceso de los días previamente otorgados por la naviera a consecuencia de un riesgo cubierto
*Limpieza Extraordinaria de Contenedor Hasta 600 USD	*Estadía en bodegas intermedias (8 días) para embarques en proceso de cruce fronterizo (tráfico "cross-border"), cubriendo exclusivamente incendio, rayo y explosión.
*R.O.T	*Estadía en recintos NO fiscales (3 días), cubriendo exclusivamente incendio, rayo y explosión.
*Robo Total	*Renuncia de subrogación en contra de filiales y/o subsidiarias que estén debidamente nombradas en el certificado de cobertura previo al siniestro.
*Maniobras de carga y descarga	*Devoluciones
*Estadía en bodega aduanal y/o almacén de depósito fiscal por 90 días	

7.-Maximum Accumulation (railroad and/or full): 2 containers.

8.-Expenses of rescue maneuvers: USD \$1,000.00 per event and not applicable to containers transported by railway.

9.-The maximum limit of liability corresponds to the limit in a single shipment or on the same vehicle, for only one occasion, or in a single place.

10- Risks covered: Damages to the container during its transportation as consequence of an accident of the transportation means. Damages to the container due to the detachment of the cargo contained on the internal part and that causes damages to the structure and total theft.

Additional clauses:

Loading and unloading maneuvers, stay on customs warehouse and/or fiscal warehousing (90 days) returns, waiver of subrogation against the affiliates and/or subsidiaries, exclusion of chemical,

biological, biochemical and electromagnetic terrorism, clause of replacement of the Institute, transit termination clause (Terrorism), exclusion of cyber –attacks (Cl. 380), exclusion of extensive radioactive contamination.

11.-Deductibles:

10% S.V.T.C. for each and every loss caused due to the risks of Theft and/or Assault. 5% S.V.T.C. for each and every loss caused due to the other risks covered.

S. V. T. C.: On the Total Value of the Container.

In all the cases a minimum of USD \$200.00 will apply.

12.-If the insured is subject to any endorsement with deductibles other than the mentioned in this document, such document will prevail over this one, for purposes of calculation on the possible indemnification per claim.

13.-Value for the Insurance:

Total loss:

Commercial value – Depreciation (in accordance to the tables of values and depreciation). Partial loss:

As per estimate of repair of damages issued by specialized shops in support to the shipping company.

Depreciation Table:

Age	Depreciation Percentage
Not older than 1 year after the manufacturer delivery	100%
Not older than 2 years after the manufacturer delivery	90%
Not older than 3 years after the manufacturer delivery	80%
Not older than 4 years after the manufacturer delivery	70%
Not older than 5 years after the manufacturer delivery	60%
Not older than 6 years after the manufacturer delivery	50%
Not older than 7 years after the manufacturer delivery	40%
From 7 and up to 20 years after the manufacturer delivery	30%

14.- MANDATORY SECURITY MEASURES

The following measurements of prevention shall be followed as a mandatory condition for this coverage, with the purpose of avoiding or minimizing the possible losses and/or damages to the goods insured; and it is agreed that the goods insured will be left without coverage by this policy at the time in which the Insured and/or whoever is contracted by the insured does not comply with any of them.

For the vessel transportation the insured will guarantee the transportation below deck or on deck, on

board of container vessel. The stops on routes of land shipments will only and exclusively be authorized on the following cases and/or events: In the event that the route used in transportation needs to make stops for fuel refill, physiological needs of the chauffer and/or food, these stops should be made after the first 200 Km. from the origin of the shipment, any other stop outside or not related with the commercial activity of the Insured is totally prohibited. The mechanical checks and/or fixing of the cargo to the container and/or initial cargo of fuel shall be made before the exit of the shipment. On the stops for fuel refill, physiological needs of the chauffer and/or food permitted, the lorry and its trailers (boxes) shall be parked in sites or places wherein there is lighting, as well as police or private protection in gas stations with convenience stores with space for parking of lorries or detachments of the Preventive Federal Police (or Federal Roadway Police) or toll roads (up to a maximum radius of 200 mts.in regards to this) or in stops specifically used and designated by the competent authorities for lorries of Federal Public Service. In the event of a stop for overnight or rest, the lorry and its trailers (boxes) shall be parked in closed sites or places wherein there is lighting, as well as public or private protection and supervision or in gas stations with convenience stores with spaces for parking of lorries or detachments of the Preventive Federal Police (or Federal Roadway Police) or toll roads (up to a maximum radius of 200 mts.in regards to these) or in stops specifically used and designated by the competent authorities for lorries of Federal Public Service, the lorry and its trailers shall remain parked for a lapse not greater than 8 continues hrs. in such places. Its own vehicles or of third parties should be used contracted by the Insured equipped with satellite tracking systems (GPS or similar), operative and functional during the entire travel, with follow up and monitoring of constant position (every 15 minutes). In the event of deviation, stop or variation in the non-scheduled route the Company in charge of such follow up and monitoring shall activate its reaction protocol and immediately notify the corresponding judicial authorities.

Clause of Theft and/or Assault with violence:

Regardless, of the stipulated in the General and Special Conditions of this policy, it is accepted and agreed that the goods insured are covered against the risks of theft and/or assault with violence whether physical or moral, the risks of loss and/or mysterious disappearance are excluded. It is established that there will not be any responsibility for the Company due to theft and/or assault in the event that an employee, sales person or person sent by the insured intervenes, or when the goods insured or the vehicles wherein, they are transported are abandoned for any cause.

Minimum Documentation in case of a casualty:

- Consignment letter on the container issued for the insured in favor of the shipping owner of the container.
- Document from the shipping Company that states the characteristics of the container, as well as its age as of the delivery date from manufacturer to the shipping line.
- Certification of the shipping line of the age of the container affected as of its delivery date by the manufacturer to the shipping line.
- Estimate of repair, or statement of total loss by the shipping company and/or lessee of the container.
- Any other document that XL Seguros México, S.A. de C.V. considers necessary for the adjustment of the casualty

Clause of Revision for High Casualty

Rate General Conditions of the Cargo

Transportation. Special Conditions for
the Opened Policy

When incurred in a casualty since the first event, (indemnifications + reserves + expenses – recoveries – salvages) the rate of the premium, deductibles, coverages, exclusions and any other condition that pursuant to the cargo insurance, will be a subject matter of any adjustment by the insurance company, as well as the reserve of issuing future certificates or policies.

Exclusions:

- Embargos and/or sanctions
- The theft without violence, loss, lack of delivery and mysterious disappearance.
- Normal wear.
- Damages to the container as consequence of the use of chains of a caliber of less than 3/8" to subject the container.
- Damages to the commodities inside the container.
- Damages causes by the container.
- Damages caused by the container to the transportation means.
- Preexisting damages registered by the receipt of Exchange of equipment (EIR).
- Damages for the use of inappropriate means for the transportation of containers.
- Expenses for the concepts of fees, sanctions, taxes and extra charges.
- Relocation charges
- Expenses and /or penalties for delays in the delivery or return of the container.
- Confiscations carried out by any government authority.
- Damages and /or losses in which there is no evidence of damage even and when these are destructed by quality controls of the Insured and/or controls and/or specifications fixed by any government control. Damages and/or losses and/or responsibility and/or expenses caused or derived, directly or indirectly, from the use or operation, as a means to inflict harm, of any computer, computer system, software, malicious code, virus or any other electronic system or of data processing.

X.- GENERAL TERMS AND CONDITIONS FOR PRE-CUSTOMS CLEARANCE INSPECTION, QUALITY INSPECTIONS AND SUPPLIER AUDITS

1.- THE CUSTOMER shall notify each service at least 48 business hrs. before the appointment or the date of inspection required; indicating in the format of service request or by email the details of the shipment to inspect and sharing with MARINNO LOGISTICS INNOVATION, the following information for a correct planning and execution of the pre-custom's clearance inspection service:

- Information of the place of the Inspection and Contact of the shipper
- Name of the company

- Exact address
- Telephone or WeChat
- Email
- Name of the Contact
- Information and reference documents with details of the shipment to be inspected:
- Total Items/SKUs (Packing List, Purchase Order, or Invoice)
- Total containers to inspect or type of shipment.
- Specifications on the product (description of the commodity)
- Authorized Labeling and packing marks to use as reference.
- Additional or special demand to be considered during the inspection

2. In the event that THE CUSTOMER does not send the information described on item 2 in due time and manner, MARINNO LOGISTICS INNOVATION will not be in conditions of guaranteeing the service and it has to be carried out with the only information obtained. If the customer is in disagreement for the service provided, MARINNO LOGISTICS INNOVATION will not be responsible.

3.- Quote in USD.

4.- THE CUSTOMER shall notify the provider that it will be a subject of the pre-customs clearance inspection process and request the same to cooperate with the inspectors from MARINNO LOGISTICS INNOVATION in addition to making available for the inspector all the facilities necessary in order for the process of Inspection to be carried out in a practical and flexible manner.

5.- It is the responsibility of the CUSTOMER that the supplier facilitates the installations and conditions necessary to carry out the service, also that its staff acts with a respectful and professional attitude towards our inspectors, as well as cooperating, since the suppliers will receive the same professional treatment from our staff.

6.- THE CUSTOMER commits to notify MARINNO LOGISTICS INNOVATION in a timely manner of any requirement requested by the supplier to be able to enter the facilities where the pre-customs clearance inspection will take place, understood as special shoes, specific dress, personal documentation from our inspector or any other element requested for its entry.

7.- In the event that the Inspector is obligated to transfer to any other facility wherein the inspection shall take place not stated within the format of service request and such transfer causes extraordinary expenses, these will be under the account of the supplier and/or customer, the cost of extra hours generated shall also be covered by the customer.

8. The inspector will arrive at the address agreed on the date and time agreed and may wait up to two hours to start the same, in the event that the container has not arrive or the supplier still does not have the commodities ready and packed to load the container, the inspector shall leave and the service will generate a charge for the concept of False Service; the same should be rescheduled.

9. The inspector will have the instruction of carefully supervising and reviewing the following items on each one of the services of pre-customs clearance inspection requested:

9.1 The physical status in which the equipment is presented, in the event of an ocean container, in order that if there is any flaw in the exterior or interior of the same, photographic evidence is sent to the Customer that serves for the delimitation of liability for damages to the equipment before the shipping line.

9.2 Number of parcels that are being loaded to the container or vehicle; this information is validated against documents delivered by THE CUSTOMER.

9.3 Up to 10% of the pieces will be reviewed randomly, procuring to review all the items /SKU's as long as the quantity agreed does not exceed the agreed in the service request (Pre-Booking Confirmation) to assure of the following items:

9.3.1. The quantities of pieces inside each box reviewed agrees with the sample of the packing list.

9.3.2. The labeling of the commodities inside each one agrees with the photographs or samples which shall have been sent in advance by THE CUSTOMER.

9.3.3. That the characteristics of the commodities agrees with the information provided by the customer; size, weight, type of product, as long as this information is shared by the customer in the service request.

10.- The review of the commodities inside the parcels will be made randomly with a sampling of up to 10% of the pieces of the shipment; therefore, it is not ensuring that the remainder 90% could not contain deviations of quantity or quality, of which MARINNO LOGISTICS INNOVATION will not be responsible.

11.- In the event of requiring a deeper qualitative review to determine another type of defects in the commodities or requiring to inspect a greater size of the sample (up to 100%) it is requested to request the service of QUALITY INSPECTION which shall take place a day before the service of Inspection of Cargo of the Container (Pre-customs clearance inspection).

12.- Only the previously described can be inspected and whatever THE CUSTOMER has requested explicitly, textually and in anticipated manner, this only if the time contracted and the instructions permit it.

13.- This review is only made visually without including lab tests as measurements of amperage, elasticity, resistance or any other test that requires technical equipment, for which MARINNO LOGISTICS INNOVATION is not responsible for the deviations of quality of this nature.

14.- The time available for the rendering of any of our services will be of 8 man hrs. / per event, each service will be scheduled to be able to carry out within the term provided only.

15.- The Pre-Customs Clearance Inspection will be carried out by a single man during the term indicated, in the event of requiring an additional inspector the customer will be notified in the confirmation of the service and will generate the same cost of the rate agreed for eight man hours for each additional inspector.

16.- Any relevant graphic evidence will be provided to THE CUSTOMER with the report of the pre-custom's clearance Inspection, in addition to this, all the photographs taken during the process will be added to the cloud specifically created for the customer within a file.

17.- The rate agreed for the service covers the shift of 8 man hrs. / for all the Metropolitan Areas of China in a radius of 100 km. In the event that the location exceeds 100 km, it shall be quoted case by case, this rate can only be modified if made with a stated communication by a representative of MARINNO LOGISTICS INNOVATION or by a quote of validity during the period in which the service was executed or will be executed.

18.- If necessary, each extra hour will have a cost of 75 USD.

19.- The rate for any our services in any other city or in any country outside China, such as India, Vietnam, Malaysia, Indonesia, Turkey, Taiwan, Bangladesh, Singapore, North Korea, Nepal, Pakistan, Hong Kong will be the one indicated for its counselor covering a shift of 8 man hrs. / for the Metropolitan Areas of such countries in a radius of 100 km. In the event that the location exceeds 100 km, it shall be quoted case by case.

20.- A service will take place and will be charge to THE CUSTOMER once it has been scheduled and if the same was NOT cancelled at least 48 Hours before the date of the inspection with an email to their MARINNO LOGISTICS INNOVATION executive.

21.- MARINNO LOGISTICS INNOVATION will deliver a professional report photographed no later than 48 business hrs. After the pre-customs clearance inspection process has concluded.

22.- The Inspectors from MARINNO LOGISTICS INNOVATION will arrive on time at the schedule

indicated by the shipper before the container or the vehicle was positioned to start the loading process.

23.- Our inspectors will always address the staff of the provider in a respectful and professional manner in addition they will do all that is possible in order for the process of loading is generated in a more fluid manner making sure that such process is made in an appropriate manner always protecting the interests of the customer.

24.- MARINNO LOGISTICS INNOVATION is responsible of the truthfulness of the information contained in the reports of Pre-Customs Clearance Inspection guaranteeing that the quantities of the parcels and photographs taken are precise.

25.- Our Quality Advisors will always keep THE CUSTOMER informed in a timely manner of each one of the services under which the communication channels authorized and designated by THE CUSTOMER in the format of advanced instructions in force at that time (SOP).

26.- The false movement will have the same cost as the price agreed for the pre-customs clearance inspection and shall be paid by the contracting CUSTOMER.

27.- In the event of any of the following situations that cause that our staff to arrive late or that do not arrive to the appointment, no cost will be generated to THE CUSTOMER and the service will be rescheduled when it was more convenient for the supplier:

27.1 That during its travel, the inspector has been affected by any fortuitous event and external to the supplier, to THE CUSTOMER and to MARINNO LOGISTICS INNOVATION, such as:

- Tremor or earthquakes
- Transportation accidents
- Flooding
- Fires
- Light cut-off
- Explosions
- Volcanic Eruptions
- Torrential rains
- Due to government acts
- Road closing
- Closing of Communication Means such as Airport, Train stations (In all the modes) Ocean ports.
- That during their travel it has been affected by Strikes or Popular Disturbances.
- Riots
- Strikes
- Protests

28.- In the event that the Pre-Customs Clearance Inspection cannot be executed due to any of the following cases, the CUSTOMER will be charged for the concept of false movement:

- Due to negligence from the supplier.
- For having the Inspector wait for 2 hours after his arrival without allowing to start his job.
- For blocking the job of the Inspector or not offering the cooperation required.
- For the stated indication from THE CUSTOMER in the SOP, email or in the service request to stop the shipment or to stop the inspection.
- For negligence of the customer
- The Name of the contact person provided in a request format is incomplete or incorrect.
- The Name and/or address of the Company entered in the service request format provided is incomplete or incorrect.
- To omit mentioning the special requirements of entry to the facilities.

29.- THE CUSTOMER accepts that the guarantee of MARINNO LOGISTICS INNOVATION will be excluded and also demarcate MARINNO LOGISTICS INNOVATION from any type of commercial, civil, professional liability or of any other type, making invalid including any responsive letter signed, in the event of the following cases or scenarios:

29.1 When the supplier does not offer the cooperation required before or during the inspection to:

- Carry the cartons selected from the stacking area of cartons to the inspection room.
- Open the cartons selected for the sampling.

|
-Repack the sample / cartons selected after the inspection.

- Provide the equipment / instrument calibrated for tests or site tests if necessary.
- Sufficient labor to carry out the inspection process.

29.2 when due to packing type reasons (oversized, wood, palletized, plastered or any other not mentioned) we are not allowed or it is not possible to open it to review the inside of the parcels, it is proceeded with the inspection without taking photographs of the inside and this derives on any controversy with the customs agent for the validation of the report. In this case MARINNO LOGISTICS INNOVATION recommends to execute an additional pre-customs clearance inspection at destination. Which shall be contracted under the account and cost of the customer.

29.3 When THE CUSTOMER does not provide at least 24 business hours before the execution of the service documents or images of: labeling, manuals, packing marks or any other information authorized to use as reference during the inspection and this derives in an omission or noncompliance of norms or demands from the customs authority to import the commodities.

29.4 When the quantity of items physically found at the time of the inspection is greater than those informed by the customer in the service request or by email and therefore the inspector is not able to collect the evidence of all the items shipped.

29.5 When the container and /or seal are opened at any time after the loading and sealing process of the container has ended and until before the shipment arrives to the Mexican port whether by a review of the authority in the country of origin, as consequence of any act of delinquency or any other cause not mentioned in this document.

29.6 When the seal and/or container that arrive at the Mexican port are different than the stated in our report with their respective identifier number, whether by a review from the authority in the country of origin, as consequence of any act of delinquency or any other cause not mentioned in this document.

30.- The responsibility on the dates and times of positioning of the empty container, the maneuvers of loading and the times that the logistics follow up entails to take the exits planned with the carrier companies falls exclusively in THE CUSTOMER (buyer of commodities), the seller of the commodities and any company of logistics intermediation subcontracted for such purposes. THE CUSTOMER demarcates MARINNO LOGISTICS INNOVATION from any liability derived from any delay in the entire chain of the logistics process. The only one responsible of the correct and prompt issuances of commercial documents, shipment and customs documents will be THE CUSTOMER (buyer), its supplier and any logistics intermediation company subcontracted for such purposes. The customer demarcates MARINNO LOGISTICS INNOVATION from costs or penalties due to errors on this type of documentation.

31.- MARINNO LOGISTICS INNOVATION will be limited to the final decision of the supplier (shipper) from shipping or not the commodities.

32.- The commercial agreement of purchase sale as well as the products and prices agreed between the buyer and seller is exclusively of the buyer and seller. THE CUSTOMER demarcates MARINNO LOGISTICS INNOVATION from any liability derived from any change in the commercial agreement of such purchase sale.

XI GENERAL TERMS AND CONDITIONS FOR INTERNATIONAL AIR FREIGHT CONSULTANCY IN INTERNATIONAL LOGISTICS)

1. Generality. The conditions named herein will apply to any transportation of commodities, including all the acceptance transportation and delivery services, (airport –airport) provided by the Airline. If such transportation is “international transportation”, it will be subjected to the provisions of the Agreements of Warsaw and / or Montreal (as applicable). If such transportation is “domestic transportation”, it will be subjected to Mexican law.

2. Norms. The transportation of commodities made by the Airline will be based on the TACT rules of the IATA last edition, in regards to manipulation of the cargo and documents, as long as these do not conflict with the provisions of the air waybill and with these transportation conditions.

3. Parties. The following will be the parties of the agreement: The Airline, the shipper and the consignee.

3.1 Preparation of the air waybill the shipper will prepare or request MARINNO LOGISTICS INNOVATION in writing, to prepare under its name an air waybill in the form, manner and number of copies required by the Airline, and it will deliver this air waybill to the Airline simultaneously with the commodities. The charges for the transportation and other charges, shall be coordinated with the Airline. The information corresponding to the number of pieces, dimensions, weight and apparent conditions of the commodities shall agree with those mentioned by the receipt of the warehouse. The Airline may demand that the shipper prepares or causes to prepare under its name separate air waybills, when there is more than one piece or when the entire shipment cannot be transported in a single airplane or in single air waybill, without violation of the government regulations or of the Airline.

3.2 Apparent conditions of the commodities. If the apparent conditions of the commodities and / or of the packing are not appropriate, the shipper will write down in the air waybill the actual conditions of the shipment. However, if the shipper does not do it, or if the description of the apparent condition of the shipment is inappropriate, the Airline will write down in the receipt of the warehouse a description of the apparent condition of the commodities.

3.3 Preparation or correction of the Air Waybill by the Airline. The airline may, as per the written request from the shipper, issue the air waybill, in such case it will be considered that the Airline has done it acting under the name of the shipper. If the air waybill that accompanies the commodities does not contain all the details required, or if it contains any error, the air waybill will not be accepted by the Airline.

3.4 Responsibilities on the details The shipper will indicate MARINNO LOGISTICS INNOVATION the name and the address of the consignee, the place of delivery, the nature, number, weight and volume of the goods; the lack, inaccuracy or insufficiency of these indications described in this agreement or transportation document, as well as insufficiencies of the packing, will make the shipper responsible before the Airline, before the consignee and before third parties, on the detriments that occur due to precautions not adopted based on the omission, falseness or deficiency of the data previously indicated or of the defective packing. The Airline may verify in any case the accuracy of the preceding indications, as well as the packing, but not its contents and nature, as well as reserving the right to receive or transport the commodities. Alterations. The air waybills which contents has been altered or that shows corrections, will not be accepted by the Airline.

4. Rates, charges and payments.

4.1. The rates and the charges regulated by these conditions are those published by MARINNO LOGISTICS INNOVATION, effective on the day of issuance of the air waybill, or the rates and charges specifically agreed between MARINNO LOGISTICS INNOVATION and the shipper, for one or several specific shipments.

4.2 The freight includes the acceptance, transportation and delivery of the shipments between the airport of origin and the airport of destination.

4.3 Other charges may apply, for example, but without limiting to, storage costs, surcharges for fuel, security or land transportation, release of air waybills, additional handling of documents, transfer to other means of transportation, handling of the cargo, etc.

5. Payment

5.1 All the payments incurred or that may be incurred by MARINNO LOGISTICS INNOVATION, such as but not limited to, fees, tariffs, taxes, rates and others, shall be paid by the shipper or the consignee, even if the commodities are damaged or lost, or that do not reach the destination specified by the air waybill.

5.2 The shipper will guarantee the payment of all the charges, advance payments and disbursements



of MARINNO LOGISTICS INNOVATION of all the costs, expenses, fines, faults, loss of time, damages and other series of factors that may be suffered due to the sending of, for example, but without limiting, the following acts or omissions; commodities prohibited because they are illegal, incorrect or insufficient marking, number, address or packing of packages or description of the commodities or the absence, delay, or inconsistencies or any import or export license, or certificate or document required, incorrect evaluations or description of customs or incorrect weight or volume measurements. The shipper, the owner of the commodities, the consignee and / or representatives, will accept that MARINNO LOGISTICS INNOVATION

can make a preventive seizure on the commodities for any of the above, in the event of not receiving the payment and that MARINNO LOGISTICS INNOVATION will be entitled to dispose of the commodities in accordance to the provided by the applicable regulations at the place wherein the shipment is located. However, this provision will not exempt the responsibility of the shipper of paying the values not covered by the same, nor the right of the carrier to charge any additional value.

5.3 MARINNO LOGISTICS INNOVATION will not be under any circumstance in the obligation of incurring on any expense or of making any advance payment related with the dispatch or re-dispatch of the commodities, except against advance payment of the shipper.

6. Acceptability of the commodities for the transportation

6.1 Packing and marking of the commodities. The commodities shall be packed in such a manner that they guarantee the appropriate transportation with the normal care of handling, in order not to cause damages or injuries to any person, commodities or property. Each package shall be marked in a legible and durable manner, with the name and the complete mailing or physical address of the shipper and of the consignee, and with the marks and numbers that appear in the air waybill. If the goods presented for transportation show signals of damage or deterioration, MARINNO LOGISTICS INNOVATION reserves the right to receive the shipment. The appropriate shipments shall: **a.** Be reviewed before being used to make sure that they are free from any corrosion, contamination or other damage. **b.** Be free of signals that their integrity has been jeopardize. **c.** Be built, closed and prepared for the air transportation in such a manner that they prevent any filtration during the air transportation that could be caused due to the changes of temperature, humidity, pressure or due to normal vibrations that occur during the air transportation. **d.** Be built to resist the weight of the cargo contained. **e.** Carry the marks or labels that indicate if the cargo requires of any special handling (orientation arrows, this side up, fragile do not stack, etc.) **f.** Be designed to prevent the internal movement of the cargo. **g.** Be compatible with the substances contained. **h.** Be designed to resist any load imposed, taking into account the possible stacking submitted during the air transportation. **i.** Have a base that can be handled with freight elevators, if the weight of the piece is of more than 50Kg. The packing will be under the charge of the shipper. The shipper will deliver the commodities in good status and with the adequate packing, as required by the goods. MARINNO LOGISTICS INNOVATION will not be responsible for the damages, partial or total losses, smashes, explosions or decreases, that occur during the transportation, storage or delivery of the goods derived from the inadequate status of the cargo /bad packing, and they will only be transported if the shipper assumes all the responsibility for damages partial losses, smashes, explosions or decreases that occur during the transportation, storage or delivery of the goods, which will be noted in the receipt of the warehouse attached to this document and will be understood as accepted by the shipper with the signature on the warehouse receipt.

6.2 Reserve for the acceptance of the cargo. All the shipments to be received, require a reserve. MARINNO LOGISTICS

INNOVATION does not accept responsibility for any shipment delivered, unless a reserve has been made for the shipment in accordance to our General Terms and Conditions for Request of Services and Quote of section II of this document, and that has been duly confirmed.

6.3 Acceptable commodities. Not all classes, types or description of commodities, will be accepted for air transportation. No item will be permitted on board of the airplane, nor as equipment, cargo nor in any other manner, that cannot be transported in accordance to the applicable laws and with the government regulations and of the Airline or that in the opinion of the Airline, is of a hazardous or offensive nature, that endangers the security of the flight, that is not appropriate for air transportation, or which import, export or transportation is prohibited by any country or State from, to or over which the flight or flights will take place. The airline reserves the right of transporting the cargo



delivered, in accordance with the transportation methods, handling and storage in force. The shipper will leave stated evidence that MARINNO LOGISTICS INNOVATION has not examined the contents of the cargo, and that such contents is not different from the actually declared, since due to such declaration and the information supplied by the shipper, MARINNO LOGISTICS INNOVATION has accepted to transported it. The shipper accepts that the Airline is entitled to check the cargo and can do it at any time, without any limitation, in accordance to the law of the place wherein the commodities are found. Except as otherwise stated in the air waybill, the shipper will declare that the cargo delivered to MARINNO LOGISTICS INNOVATION for its

transportation are not hazardous, pollutant, fuel or explosive materials, cyanide, precipitates, precious metals in a bar or power, precious or semi-precious stones, including commercial coals, means of payment (bills or coins), of any nationality, war bonds, blank checks, travel checks, current and personal letters, post cards and others under the control of the National Postal Administration, antiques, paintings, objects of an intrinsic value; organic materials, plants, marijuana, cocaine, narcotics, hallucinogens or any other item that is illegal, and in consequence it will exonerate MARINNO LOGISTICS INNOVATION from any responsibility before the authorities and will indemnify for any types of expenses, damages or losses or moral or material detriments caused as consequence of the violation of this clause or of the norms applicable to the country of origin, destination, transit or overflight. The shipper declares that MARINNO LOGISTICS INNOVATION may abandon the transportation of the cargo immediately as soon as it is informed that it infringes the conditions previously noted or to deliver them to the authorities if it is possible at that time.

6.4 Commodities acceptable only under prescribed conditions. Some commodities are accepted only under the conditions indicated by the regulations of the Airline. In the event of transportation of hazardous commodities, the shipment can only be accepted under the condition that it is classified, packed, marked and labeled in accordance to the valid regulations of the IATA on Hazardous Commodities and accompanied by the certificates and documents required. This cargo should be reserved by the shipper to the Airline 24 hours before its delivery. In any event MARINNO LOGISTICS INNOVATION reserves the right to reject the shipment. MARINNO LOGISTICS does not accept any responsibility due to perishable cargo received on temperatures less than the temperatures mentioned by the master guide. If the temperatures are not clearly defined in the master guide, MARINNO LOGISTICS INNOVATION will not accept any responsibility in regards to the damages due to high or low temperatures as of the time of delivery. In the event that the perishable cargo is delivered in temperatures out of the limit indicated by the master guide, the commodities will be transported under the account and risks of the customer. We emphasize, that the perishable cargo will be transported in a modern airplane equipped with air conditioning in order to control the temperature. In spite that all the commodities are transported in these modern airplanes, the condition of perishable cargo gradually reduces in the extent in which the times passes from the time of the packing in the country of origin. MARINNO LOGISTICS INNOVATION is not in conditions or preventing these first signals of depreciation, since they are inherent to a delicate and sensible product.

6.5 Responsibility for the non-observance of the conditions. The responsibility for the non-observance of the conditions related with the commodities that are not accepted for the transportation, or that are accepted only under certain conditions, lays on the shipper and on the owner of the commodities, who jointly and severally bind to indemnify MARINNO LOGISTICS INNOVATION for any damage, loss or delay, civil liability, or fines incurred due to the transportation of these commodities.

6.6 Operations Control and Discretion of the Captain. The airline will always remain under the exclusive operational control of the Airline, which can be exercised in the time and manner freely determined by the Airline. The Captain of the airline has all the discretion regarding the cargo, equipment and animals and on their distribution, in regards when a flight shall be undertaken and the place where the landings should take place, and the shipper will accept this decision as definitive. The shipper will strictly subject to all the orders from the Captain.

7. During the transportation

7.1. Subjection to the requirements from the authorities. The shipper will subject to all the applicable laws, customs, airport, regulations and other government regulations and / or of other



nature, of any country to which, from which and over which the commodities are transported, including those related with the classification, packing, marking, labeling, transportation, delivery, or acceptance of the commodities and it will provide this information and attach these documents to the air waybill when necessary, to subject to these laws and regulations. MARINNO LOGISTICS INNOVATION will not be obligated to investigate in regards to the validity, accuracy or sufficiency of this information or documents. The shipper will accept any responsibility resulting from or related with the fact of not subjecting to these provisions and will indemnify and protect MARINNO LOGISTICS INNOVATION and its staff, from any damage, claim and/or costs resulting possibly from the same or related to them. The shipper will be obligated to provide the reports, instruction and to add the documents

necessary for the compliance of the formalities of police, customs, sanity and others demanded by the authorities of the states of shipment, overflight, transit and destination, as well as the conditions of manipulation and security for the transportation at the time of delivery of the goods subject matter of this agreement. On all the cases, MARINNO LOGISTICS INNOVATION will not be obligated to verify that such reports, instructions and documents are valid, accurate or sufficient. The lack, inaccuracy or insufficiency of the above, will make the shipper responsible before the Airline, the consignee, the authorities and with third parties, of the damages that occur due to precautions not adopted due to the omission, falseness or deficiency of the data previously indicated.

7.2 Customs Formalities. MARINNO LOGISTICS INNOVATION will not be subject to the obligation of incurring on any expense or making any advance payment in regards with the dispatch or re-dispatch of the commodities except against the reimbursement of the shipper.

7.3 Itineraries, routes and cancellations. **a.** The times mentioned by the itineraries of flights or in another part, are approximate, and will not guarantee nor constitute part of the transportation agreement. There will not be a fixed hour for the start or termination of the transportation. MARINNO LOGISTICS INNOVATION will not assume any obligation of transporting the commodities in a specific airline or in a particular route or routes or to make connections on any point, in accordance with a particular itinerary, and the Airline will be authorized to select and deviate, without notice, from the route or routes of dispatch, nevertheless, the provided by the air waybill. MARINNO LOGISTICS INNOVATION will not be responsible of errors or omissions, whether of times or of schedules, or on other representations of the dates and times of exit or of arrival, or of the operation of any flight. **b.** All the shipments will be accepted subject to availability of the adequate equipment and the space available. **c.** The Airline may without previous notice, substitute or alternate conveyors or airplanes, if it concludes that due to any cause out of its control including, but not limited to: weather conditions, force majeure, strike, disorder, international conflicts, acts of God or any other factor, whether or not of a similar nature, real, assumed or foreseen, or due to a cause for any delay, requirement, condition, circumstance or requirement due to directly or indirectly to any of the above; or that cannot be forecasted or predict with a just basis, or due to a regulation, order, demand or government requirement; or due to lack of labor, fuels, or rental facilities or due to labor difficulties of the conveyor or of others, the Airline may if deemed appropriate, without a previous notice, cancel, terminate, deviate, postpone or delay any flight without any responsibility for MARINNO LOGISTICS INNOVATION, additionally it may cancel the transportation of a shipment if the shipper denies to pay for the charges or any part of the same, prior request from MARINNO LOGISTICS INNOVATION, without this MARINNO LOGISTICS INNOVATION is subject to any type of responsibility. When a flight is cancelled, postponed or advanced, or is ended in a place other than the destination, or when the transportation of any shipment is cancelled, postponed, advanced or ended due to the circumstances previously mentioned, MARINNO LOGISTICS INNOVATION will not have any responsibility in regards to the same. When the transportation of a shipment or part of the same is terminated due to any of the reasons previously mentioned, the delivery of the shipment by the Airline to a transfer agent for transfer, or the delivery for the placement of such shipment in a warehouse, will be considered as a complete delivery in accordance with the terms of the transportation agreement (AWB), and MARINNO LOGISTICS INNOVATION will not have more responsibility in regards to the same, except for giving notice of the disposition of the dispatch of the shipper or to the consignee at the address noted in the air waybill. MARINNO LOGISTICS INNOVATION may, but will not be obligated to remit the dispatch for transportation through another route or to remit the dispatch as agent of the shipper or of the consignee, for subsequent transportation under any service of transportation under the name of the shipper or of the consignee. **d.** Subject to the laws, regulations and government orders, the Airline will be authorized to determine the priority of transportation among



shipments and other commodities, and to decide what commodities will be transported and which will not be transported or will be removed at any time or place and to continue a trip without all the commodities or part of them of a shipment. e. The Airline will be authorized to transport the shipment, totally or partially, without notifying, under any means of land transportation, or to arrange such transportation. f. MARINNO LOGISTICS INNOVATION will reserve the right to charge the shipper a fine for noncompliance for those shipments before which the shipper has made a reserve and does not comply with the same, partially or totally, for the non-delivery or late delivery of the shipment at the facilities of the Airline. MARINNO LOGISTICS INNOVATION will inform the

shipper if a fine for noncompliance is applicable to certain shipment, as well as the amount of the same, simultaneously with the new confirmation of the reservation of the shipment. The shipper will hold MARINNO LOGISTICS INNOVATION from any claims from other persons that have contracts with the shipper, due to the delayed delivery of the dispatch or due to any other act or omission by the shipper, which result is that the dispatch is not transported as reserved.

7.4. Some rights of the Airline on the dispatch during the transportation of commodities in transit. If in the opinion of the Airline it is necessary to leave the shipment in any place due to any cause, whether before, during or after the transit, the Airline may, after giving notice to the shipper or to the consignee at the address, that appears on the air waybill, save the shipment under the account and risk of the shipper, consignee and owner of the same, or of any of them, in a warehouse or in another place available or under the custody of the customs authorities without this fact generating any type of liability for MARINNO LOGISTICS INNOVATION. In addition, the Airline may deliver the shipment to another transportation service to ensure the continuity of the same to the consignee. The shipper, consignee and the owner of the shipment will be jointly and severally responsible for indemnifying MARINNO LOGISTICS INNOVATION for the expenses and risks caused.

8. Delivery and non-delivery

8.1 Delivery to the consignee. **a.** Except as otherwise provided by the air waybill, the delivery of the shipment will only be made to the consignee indicated in the corresponding box for such purpose, except that such consignee is one of the carriers used for the mobilization of the shipment, in which case the delivery will be made to the person indicated in the air waybill as the party who shall be notified. **b.** The delivery of the shipment will be made by MARINNO LOGISTICS INNOVATION only after receiving the written confirmation from the consignee, which will be understood as made with the signature of the air waybill or the delivery receipt by the consignee, its agent or representative, and after adjusting to all the other terms and conditions applicable of the air waybill and of these conditions. **c.** When the consignee receives the goods transported without observations from the consignee, the contract will be assumed as complied.

8.2 Notice of delivery. If the destination of the shipment is the destination named in the air waybill, the notice of arrival of the shipment, in absence of other instructions, will be sent to the consignee, or to the person who shall be notified as indicated in the air waybill, through ordinary methods (for example, but without limiting telex, telegram, email, fax). MARINNO LOGISTICS INNOVATION is not responsible if such notice is not received or is received late.

8.3 Place of delivery the consignee shall accept the shipment and pick it up at the airport of destination or at the place determined by the law of the country of destination, unless the delivery service to the address of the consignee has been arranged between the consignee or with the consignee and the transporter.

8.4. The Consignee refuses the delivery **a.** If the consignee refuses the delivery or does not receive the shipment after the arrival of the same to the destination appointed in the air waybill, the transporter will try to subject to the instructions of the shipper contained in the air waybill. If these instructions have not been provided or cannot be complied pursuant to a just basis, MARINNO LOGISTICS INNOVATION, after remitting to the shipper notice that the consignee did not received the delivery, may subject to the regulations of the country of origin and of the country of destination: I. Return the shipment in its own services of transportation or in another transportation service, to the exit airport to wait for instructions from the shipper; or II. To dispose of the shipment in accordance to the provided by the applicable regulations at the place wherein the shipment is found. **b.** The shipper and the owner of the shipment will agree to pay all the resulting charges and expenses of or related with the non-receiving of the shipment, including, but not limited to, transportation charges incurred upon



returning the shipment. If the shipment is returned to the exit airport, and the shipper or the owner refuses or do not make the payments within 15 calendar days after the return, MARINNO LOGISTICS INNOVATION may dispose of the shipment in accordance with the provided by the regulations applicable at the place wherein the shipment is found. **c.** The disposition of the shipment will not exonerate, however, the shipper and / or the owner of the shipment from any responsibility of this agreement or from paying any pending sum to MARINNO LOGISTICS INNOVATION.

8.5 Disposition of perishable items. When the shipment that contains perishable items is not claimed or is rejected at the place of destination or, is threatened of deterioration due to other causes, the Airline may immediately adopt the measurements deemed convenient to protect itself and the other concerned parties, including but not limited to: the

destruction or abandonment of all or part of the shipment, the sending of communications with a reverted payment requesting instructions, the storage of the shipment or a part of the same under the account and risk of the shipper or the disposition of the shipment or part of the same, in accordance with the provided by the applicable regulations at the place wherein the shipment is found. The disposition of the shipment will not exempt, however, the shipper and/or owner, from any responsibility of this agreement or from paying any pending sum to MARINNO LOGISTICS INNOVATION.

9. Shipment and re-shipment. The shipments will be considered received for the air transportation as of the moment of their receipt at the terminal or airport office of the Airline at the place of origin. The shipments will be considered accepted for air transportation at the time of receipt of the complete shipment at the terminal or airport office of the Airline at the airport of origin of the shipment with all the documentation required for its transportation, until the time of delivery at the Airport of destination or at the place determined by the country of destination. If specifically agreed or if required by the law of the countries of origin or destination, the shipments may be accepted for its sending at the airport of exit and/or to be dispatched beyond the airport of destination. In any other case, the Airline, upon sending and re-dispatching the commodities, will do it as agent of the shipper, owner or consignee, as per the case and MARINNO LOGISTICS INNOVATION will not be responsible for any damage resulting from such additional transportation, unless it is proved that it was caused due to its own negligence or ill-intentioned fault, and that it does not exceed the limits of item 10 of these transportation conditions. The shipper, owner or consignee authorize MARINNO LOGISTICS INNOVATION to do anything that is deemed convenient to do such shipment and re-shipment, including but without limiting, the selection of the means of shipment or re-shipment and the routes of the same (unless these have been specified by the Airline in the air waybill), the execution and acceptance of the transportation documents (that shall contain the provisions that exempt or limit the responsibility) and the shipment of the commodities.

10. Responsibilities of the airline

10.1 Applicable laws and provisions **a)** The international transportation contemplated by this agreement will be subjected to the rules and limitations related with the responsibility provided by the Agreement of Warsaw and/or the Agreement of Montreal, as applicable. (See section of "Definitions"). **b)** the domestic transportation contemplated by this agreement is governed by Mexican law applicable to the cargo transportation, the provided by the commerce in regards to the transportation of things is applicable. **c)** In the extent in which there is conflict with the provisions of the above paragraphs, all the transportation and other services made by each carrier will be subjected to: **1.** The applicable laws, including the national laws implemented by the Agreements or that extend the rules of the transportation Agreements that is not international in the Agreements, regulations, orders and government requirements. **2.** The conditions, rules, regulations and applicable schedules (but not the exit and arrival times specified therein) of the carrier. **d)** For the purposes of the Agreements, the places to stop, other than the place of origin and the place of destination, will be those provided by the carrier and can be changed by the carrier when deemed convenient.

10.2 Limitation of liability. Except for the otherwise demanded by the Agreements or other applicable laws: **a)** The Airline will not be responsible with the shipper or with any other person for any damage, delay or loss of any nature (for purposes of this paragraph collectively named "damage") resulting from, or related with the receipt, transportation and the delivery of the commodities by the airline associated with the same, unless it is evidenced that such damage has been caused by negligence or willful fault of the Airline, against whom the claim is made and there is no concurrent

fault of the shipper, consignee or other claimant. **b)** The Airline will not be responsible for any damage directly or indirectly generated by the compliance of the applicable laws, regulations, orders or government requirements, or of any cause out of the control of the Airline. **c)** The commodities to be transported are considered accepted for the transportation without a declared value even if indicated in the air waybill. **d)** The Airline will not be responsible for the loss or damage resulting from intrinsic defects, quality or vice of the commodities transported. The shipments which contents is prone to deterioration or to perish due to changes of temperature, climate, altitude or other ordinary exposition, or due to the time in transit, will be accepted without responsibility from the Airline, for loss or damage due to such deterioration or perishable nature. The Airline will not

be responsible due to the loss of, or damage to live animals, due to natural causes, or resulting from the behavior or acts of the animals or caused or aided by the condition, nature or susceptibility of the animals. **e)** In no event the Airline will be responsible of the death or injuries to an animal companion, caused or aided by the condition, behavior or acts of one or more animals or of another companion of the animal. No companion of an animal will be permitted on board of an Airplane of the Airline unless it has a valid passenger ticket issued by the Airline. **f)** In no circumstance, the Airline will be responsible for the damage or destruction of a shipment caused by or resulting from the commodities contained in that shipment and the shipper, owner or consignee, which property causes damages or destruction to another shipment or to the property of the Airline, will indemnify the Airline for all the losses and expenses incurred by it as consequence of the same. The commodities that can cause damage to the airline, persons or property, can be abandoned or destroyed by the Airline at any time, without a previous notice and without any responsibility for the Airline, in accordance with the laws of the places of origin, overflight, transit and destination. **g)** The transportation agreement will not imply any guarantee in regards to a specific airplane for the cargo transportation or concerning the suitability of this airplane, for the transportation of commodities referred by the agreement. **h)** In no event the Airline will be responsible of eventual or special damages resulting from the transportation subject to these Conditions, whether the Airline is informed or not that such damages could have occurred. **i)** The Airline will not be responsible of any damage or loss resulting from or associated with the assistance, help and information given by an agent or an employee of the Airline to the shippers, owners or consignees, or to its agents, or employee. **j)** As long as the obligation of the Airline with the shippers and consignees is limited or excluded under these Conditions, or under the applicable laws (including the Agreements), she shipper and the consignee, jointly and severally will hold MARINNO LOGISTICS INNOVATION free from any claims of third parties concerning the commodities transported (based on tort or in an agreement between the Airline and such third party) constituted in excess of these limitations, or in spite of the provisions that exclude the liability of the Airline. **k)** The Airline will only be obligated to deliver the goods transported at the weight, account or measurement, when in this document of transportation its receipt in any of these forms is expressly stated, in accordance with the laws of the places of origin, overflight, transit and destination. **l)** When due to acts from authorities such as customs, police, military, sanitary and others, there is place for seizure or confiscation of the cargo, as long as it is due to causes attributable to the Airline, it will be compared to the concept of loss provided by the Agreement of Warsaw or Montreal as applicable for purposes of the claim. MARINNO LOGISTICS INNOVATION will be exempted from liability in the following cases: **a)** for the loss, damages, fault, perversion, decrease, etc. caused due to the inappropriate packing, **b)** For the delay in picking up, transporting, delivering or mistakenly delivering, when the cause comes from the shipper or third parties. **c)** due to an act of God or force majeure. All the acts or facts out of the control of MARINNO LOGISTICS INNOVATION, is presumed as an act of God or force majeure, **d)** for the act or omission or faults committed by persons outside the Airline, their representatives or sales clerks; by authority officials, including, but not limited to: customs,, Secretary of Foreign Trade of Colombia, or any other entity that exercises legal authority. **e)** due to hidden vices or inherent to the nature of the cargo. **f)** Due to acts of third parties such as shutdowns, strikes, accidents, robbery, riots, civil commotion, alteration of the public order, explosion, terrorism, fire or action to fight it, **g)** Due to acts executed in exercise of their duties by any authority, including but not limited to, port, customs, administrative or police authorities. **h)** for the delivery to identity theft or homonyms when the shipper does not provide the complete identification of the consignee, including the identification number. **i)** due to electrical damages, magnetic, erasures or any other cause out of the control of the Airline.

11. Additional conditions for domestic transportation the shipper declare that the cargo delivered to MARINNO LOGISTICS INNOVATION for its transportation inside the Mexican territory, is of a



national origin or is duly nationalized and complies with all the customs and foreign trade norms and other applicable. In the event that the Airline or any other government authority evidences that the commodities received for its transportation do not comply with the stated in this declaration, it will be provided to the competent authorities of the nearest place wherein it is found. The transportation document (Air Waybill) contains the conditions of the agreement of air transportation of cargo executed between MARINNO LOGISTICS INNOVATION and the shipper, which will be governed by the following clauses: **Acceptance and price**. The contents of the agreed in the air waybill with all its effects, will be accepted by MARINNO LOGISTICS INNOVATION once the remitter has paid the total value of the price of the transportation or freights and the expenses caused by the manipulated

or transported goods, which will be charged to the shipper and the addressee, who will be jointly and severally responsible of the same. Nevertheless, the shipper will accept to assume the entire responsibility and costs generated for the service, thus the addressee does not accept the service. The shipper will accept these conditions with its signature, or the signature of its agent, in the air waybill. In its absence, the conformity of the shipper and of the addressee with the conditions of this agreement, will be presumed expressed with the simple act of sending the goods. The shipper will accept that the name and the address of the shipper are those established in the air waybill, that the commodities are the same described and named in this document and that the charge is incorporated in the body of this document and is due on the date of execution of the same. The signature of the air waybill, will guarantee that these transportation conditions have been read, understood and accepted. When the signature of the shipper is substituted by a mechanical password, its responsibility will be presumed and will have the same effects of the original signature. **Perishable goods.** The shipper will authorize the airline, in the cases of transportation of the perishable goods or considered hazardous for air transportation, of decreases of volume or of weight during the transportation and in the divergences on the status of the goods, weight, volume, packing, nature, mobilization, transportation and other events. **Rights of retention and pledge** MARINNO LOGISTICS INNOVATION may opt to exercise the right of retention or of pledge on the goods transported pursuant to the provided by this Commerce Code, until the freights and the expenses incurred have been paid. In all the cases of retention in their warehouses of the goods subject matter of this agreement, MARINNO LOGISTICS INNOVATION will charge a daily storage for the usual value at the place. Likewise, MARINNO LOGISTICS INNOVATION will apply a daily storage for those goods that exceed more than five days of stay in the warehouse as of the date announced for the delivery. **Disposition.** The air waybill is not a negotiable instrument, any act of disposition on the rights incorporated therein, will not suffer any effect. **Expiration to Claim.** The transportation agreement will be considered executed as per the satisfaction of the shipper, if at the time of the delivery, the commodities at destination, these were received without any observation. Once the cargo has been delivered to the addressee, fifteen (15) calendar days after, MARINNO LOGISTICS INNOVATION will not resolve claims for rights derived from the transportation agreement, as long as the respective observation has been made at the time of the delivery of the cargo; in the contrary, it will be understood that the cargo was delivered in agreement.

12. **Cancellation policy:** All air shipments must be cancelled 72 hours prior flight cut off, otherwise airline is free to charge a NO SHOW FEE and the amount percentage it will depends on the airline, making the customer responsible to pay this NO SHOW FEE and not Marinno Logistics Innovation for whatever reason means.

XII. GENERAL TERMS AND CONDITIONS FOR CONSULTANCY IN LAND FREIGHT (CONSULTANCY IN NATIONAL LAND LOGISTICS).

1. The rate is valid for general cargo, non- hazardous and non- perishable
 2. The rate is valid for commodities pursuant to the data provided for purposes of the quote.
 3. The rate is expressed in national currency (MXP) and generates +16% VAT, -4% withholding.
 4. The rates proposed include toll roads in sections necessary due to security and mobility questions
- Mandatory trails in services articulated in Full (Roud Trip), NOM-012-02-2014 SCT.

5. All our units have a satellite tracking (GPS).
6. This rate includes operators with communication by radio and 24-hour monitoring
7. The service will only be covered in accordance to the origin and destination mentioned by the quote.
8. In the event of collection and deliveries in places other than the stipulated, this quote will have changes.
9. The quote is based on the current conditions of route; any change and/or new obstacle has to be submitted to consideration.
10. **Cancellation policy:** For national and international inland services, cancellation must be made at least 48 hours before loading date in order to avoid any extra charges by trucking company. If not a False Movement / Truck ordered not used (TONU) fee will be charge and the amount percentage depends entirely on the truck company making the customer responsible to pay this FEE and not Marinno Logistics Innovation for whatever reason means.
11. If there is a dirt road it shall be analyzed, with inclination not greater than 6%, not crossing streams, creeks.
12. The curves should not have a bent radius less than 60°, the width of rolling should be of 4.5 mts or greater.
13. In the event of not complying with the above, this rate does not apply.
14. The Commodities and container travel under the account and risk of the shipper /consignee.
15. The quote does NOT include the insurance of the commodities of or of the container, for which it is the responsibility of the customer to insure them.
16. The service quoted does not include loading and unloading maneuvers.
17. The cost of false movement, overnight or additional day for the loading and unloading is of \$4,719 per container per day of stay per drag equipment, for Hazmat services, \$6,134 (additional 30 %), per container per day. The time for the loading or unloading is of 8 hours.

For the dedicated units we indicate the free

loading/unloading hours: Nissan: 2 free hours for

loading + 2 free hours for unloading

3.5 Ton Truck: 3 free hours for loading + 3 free hours

for unloading *Rabón*: 4 free hours for loading + 4 free

hours for unloading *Torton*: 4 free hours for loading +

4 free hours for unloading

Box 48' / 53': 6 free hours for loading + 6 free hours for unloading

Note: the free hours are not cumulative, that is the free hours for loading are not added to the unloading for the dedicated units we indicate the cost of stays in accordance to the type of unit:

Cargo per stay for every 12 hours if generated:

Nissan: 1,000.00 MXN

3.5 Ton Truck: 1,200.00

MXN *Rabon*: 1,500.00

MXN *Torton*: 1,500.00

MXN

Trailer Box: 2,000.00 MXN

18. Any additional maneuver will have an extra cost.
19. All the permits to transit in the city of destination shall be processed by the customer to enter the domicile.
20. Rates subject to change in accordance with the fluctuation of the hydrocarbons.
21. Quote applicable for general cargo with regulatory weights and measurements in accordance to SCT, the maximum weight is of 25.5 TONS in a simple container including the tare and of 23.5 tons per container in Full including the tare.

Maximum weight of commodities 21 tons.

Weight in excess of 20 tons, there will be an increase of 30%. Without oversize.
22. Any fine or penalty incurred derived from the excess of weight or dimensions will be the responsibility of the consignee
23. Delays, storage, etc are not included., and such concepts are out of our responsibility.
24. The rates exclude us beyond the charges that are not in our control or responsibility.
25. The offer does not cover any service in addition to the mentioned and/or quoted

26. The transit time is approximate.
27. Consider requesting the service of Land Freight from 24 to 48 hours in advance.
28. In the event of hazardous commodities, we do not handle the classes: 1 explosive, 6.2 infectious, 7 radioactive
29. This rate does not consider the costs of maneuvers of taking and/or unloading from the empty container in a port terminal.
30. The rate proposed does not consider weighing maneuvers for VGM nor placement of the canvas on empty OT containers.
31. The entrance to Customs is considered as long as it is within the same day in which the service was generated, in the event of requiring entrance to customs on a different day an additional charge is generated pursuant to the type of unit.
32. The responsibility of the shipper is to make sure that the containers and boxes of the unit have the corresponding locks and seals to guarantee the security of the materials before leaving the terminal and route.
33. The responsibility of THE CUSTOMER is to observe and follow the regulations and restrictions of local circulation of cargo transportation of the city of delivery of its materials, in order to have a correct coordination and to avoid setbacks when its unit is not able to circulate, sanctioned by the corresponding authorities or exposed to risk such as theft when waiting for the unloading.

XIII GENERAL TERMS AND CONDITIONS FOR THE INTERNATIONAL OCEAN FREIGHT (CONSULTANCY IN INTERNATIONAL LOGISTICS)

1. CONTRACTING PARTIES AND GUARANTEE

The contract evidenced in the Bill of Lading will be between the Carrier and the Merchant. Any person included in the definition of "Merchant" will be joint and several responsible before the Carrier for all the commitments and responsibilities directly provided in, or derived from this bill of lading. In addition, the corresponding freight should be paid without discounts nor compensations. The Merchant, accepts the terms and conditions of the Bill of Lading, warrants to be the owner of the Commodities or to be the beneficiary of the commodities or the Bill of Lading.

2. CARRIER RATES

The terms and conditions of the applicable Carrier Rate are reflected in the Bill of Lading. Particular attention should be provided to the terms and conditions relative to the additional expenses, including the expenses for delay, per diem, storage costs, rates, etc. The Carrier or its Agent(s), will facilitate a copy of the applicable Rate if requested. The Merchant should be familiar with the rate and accept it. In the event of contradiction or incompatibility between the terms of the Rate applicable and those of the Bill of Lading, it is hereby agreed, that the terms and condition of the Bill of Lading will govern.

3. RESPONSIBILITY OF THE CARRIER

3.1 Port-to-Port Transportation – If the transportation detailed in this Bill of Lading is of the modality Port -to-Port: **(a)** The period of responsibility of the Carrier for damages or losses will start as of the time in which the Commodities are on board the vessel and will expire when the same have been unloaded. **(b)** The Bill of Lading will be subjected to the Hague Norms or the mandatory legislation, if the jurisdiction of the Hague Norms or of the Rules of the Hague-Visby were provided. In this latter case, such law will be the one applied to the Bill of Lading only in the extent of mandatory compliance. **(c)** In the event of the existence of any local law, contractual agreement, judgment, use or practice that will extend the period of responsibility of the Carrier up to, totally or partially, the period before the loading or after the unloading, including the errors in the delivery, if the extension is derived from an agreement, deposit, tort, or of any other source; it may exercise all its rights, mitigating circumstances, immunities, prescriptions and exemptions provided by the Hague Norms during such additional period, regardless that there were no losses, errors in the delivery and damages during the ocean transportation.

3.2 Combined transportation – The legal liability of the Carrier will be as follows:

3.2.1 If the losses or damages during the transportation took place in a phase of Port-to-Port transportation, clause 3.1. will apply.

3.2.2 If the losses or damages during the transportation took place on a phase of land transportation, the legal liability of the Transportation will be determined by: **(a)** the provisions stipulated by the international conventions, local law or any other regulation applicable to the means of transportation used, in the event of a separate agreement in which the terms of transportation are established during this phase in particular and such norms were of mandatory compliance for the term of such agreement; or **(b)** in the event that no international convention, local law or regulation was applicable; the transportation agreement issued by the Subcontractor Carrier for that phase of the transportation, approved and assumed by the Merchant well as by the Carrier, including any limitation or exception contained in those documents that binds the parties to equate the rights and obligations of the Carrier and the Subcontractor Carrier, not being able to exceed the responsibility of the Carrier, of whatever

nature, the amount of GBP 100 (one hundred sterling pounds) per parcel; or **(c)** in the event that a court determines the non-mandatory of application of the international conventions, the local laws or any other regulation in general and, therefore, the Carrier cannot determine its legal responsibility, if any, in reference to the transportation agreement applicable to the Subcontractor, or in its case of nonexistence of such contract is concluded and agreed between the Merchant and the Carrier, that the legal responsibility of the Carrier will be determined in accordance with the provisions for the losses and/or damages in the Port -to-Port transportation of clause 3.1, not being able to exceed

the liability of the Carrier, of whatever nature, the amount of GBP 100 (one hundred sterling pounds) per parcel. **(d)** In the event that the Merchant is not able to determine the place wherein the losses or damages have been produced, it will be assumed that they have occurred in the phase of Port -to-Port Transportation and the responsibility of the Carrier will be determined as per clause 3.1.

3.2.3 Any transportation organized by the Carrier for the Merchant that is not reflected in the Bill of Lading will be carried out under the sole responsibility, time and risk and cost of the Merchant. The Carrier will only act as Agent of the Merchant.

4. DELIVERY TO THE CUSTOMS OR PORT AUTHORITIES

In the event that the law in force of the Unloading Port or Place of Delivery stipulates that the delivery of the Commodities to the Merchant is affected, or could be affected by the customs or port authorities in the Unloading Port or at the Place of Delivery, unless specified otherwise; the Carrier will dully carry out the delivery of the Commodities to the mentioned authorities and this act will be comparable to the delivery of the Carrier to the Merchant; for which the Carrier will not be responsible of any loss or damage that may fall on the Commodities once such delivery has taken place.

5.- PROVISIONS OF COMPENSATION AND LEGAL LIABILITY

5.1 Taking always into account the right of the Carrier to limit its liability, as stated by this document, if the Carrier had to compensate for any loss or damage to the Commodities, the compensation will be calculated taking as reference its value invoiced plus the amount of the Freight and the insurance, if that was the case. In the event that there is no value invoiced of the Commodities, or the invoice was not valid, the compensation will be calculated taking into account the market value of the Commodities at the place and date made, or on when the delivery to the Merchant should have taken place. The market value of the Commodities will be fixed in accordance with the market price considering the average value of other commodities of the type and quality.

5.2 Taking into account the provided by clause 5.3.

5.2.1 (a) In the cases in which the Hague Norms, the Rules of the Hague-Visby are of mandatory application of this Bill of Lading, provided in the extent of mandatory compliance, and by virtue of the clauses 5.1, 5.2.1 or 5.2.2 (c) or (d), or any other; the obligations of the Carrier due to noncompliance or tort cannot exceed the capital determined by the Hague Norms or the Rules of the Hague-Visby as per mandatory application. **(b)** In the event that the Hague Norms are applied contractually in accordance to clause 5, and provided in the extent of mandatory compliance, the liability of the Carrier cannot exceed in any case the amount equivalent to GBP 100 (one hundred sterling pounds) per parcel or unit.

5.2.2. In the cases established by clause 6 in which COGSA is applied, the Carrier nor the vessel cannot be responsible for a sum greater than the amount equivalent to USD 500 (five hundred USD) per parcel or per unit of usual freight.

5.3 The Merchant knows and accepts that the Carrier is not familiar with the value of the Commodities. In addition, it assumes the possibility that a compensation is requested greater than the value reflected in this Bill of Lading if, and only if, with a previous written confirmation from the Carrier, the value of the Commodities declared by the Shipper in the delivery to the Carrier have been specified in the box "Declared Value" on the obverse of the Bill of Lading and the ad valorem expenses have been paid in its entirety. Any partial damage or loss will be prorated on the basis of such Declared

Value.

5.4 No provision of the Bill of Lading will reduce or void the guarantees, defenses or limitations of statutory liability of the Carrier that have been authorized by the regulations, by the bylaws or by the current law of the country; and that will be applicable in absence of any term or condition established by the Bill of Lading. The Carrier, therefore, will have the same benefits as the charterer of the vessel derived from such norms.

5.5 In the event that the Carrier pays any claim to the Merchant, all the rights of the Merchant on third parties will be subrogated immediately in favor of the Carrier. The Merchant should then sign a subrogation receipt, assign and indemnify

immediately if required by the Carrier.

6.- SCOPE OF THE TRAVEL, RESULTING DAMAGES AND DELAYS

The scope of the travel contracted herein may or may not include usual stopover ports, usual or provided if they appear or not reflected in the Bill of Lading agreement of the Shipment and may include the transportation of the commodities from to any facility used by the Carrier as an integral part of the transportation including, although not limited to, the outdoor storage. The Carrier does not guarantee nor commits to load, transport or unload the commodities on board of, or using, a vessel in particular on a determinate date and time. The travel predicted and the arrival times are only estimating, therefore these can be advanced, delayed or cancelled without a prior notice. The Carrier will not be responsible in any case of possible damages resulting nor of the delays occurring on the exits scheduled of any Vessel, or of any other means of transportation, ocean or not. If the Carrier was considered responsible for any loss or damage, direct or indirect, occurring due to the mentioned delay, its obligations will never exceed the freight expense paid for the transportation.

7.- TRANSPORTATION METHODS AND ROUTES

7.1 The Carrier may at any time, and without a prior notice to the Merchant: (a) use any means of transportation or storage;

(b) transfer the Commodities from a means of transportation to another one, including doing transfers, substitution of the Vessel specified by the Bill of Lading with another Vessel or by, in general, any other means of transportation deemed appropriate; in spite that such transfers are not established by the Bill of Lading; (c) sail without pilot, choose the route deemed appropriate (whether or not it is the shortest, direct or usual or scheduled), elect the appropriate speed and direct to, to return or dock at the port or place deemed appropriate (including the Cargo Port specified by this document), whether one or more times; as well as deviating from or incorporating to the route, being able to sail including in the direction contrary to the Unloading Port or to pass it, whether one or more times; (d) loading or unloading the Commodities at the port or place deemed appropriate (regardless if that place appears reflected in the obverse of the Bill of Lading as Port of Loading or Port of Unloading) and store it there, including, although not limiting to the outdoor storage; **(e)** complying with the orders or recommendations provided by any government, competent authority or by any other Person, organism or entity that intends to act under the name of or as representative of such authority. In addition, to comply with the orders and guidelines given by any with power to do it in accordance with the terms of an insurance policy on the means of transportation by the Carrier.

7.2The Carrier may invoke the liberties established by clause 7.1 with any purpose, regardless if made in regards to the Commodities or not, including among others, the loading and unloading of other Commodities, the refueling, the embarkation or disembarkation of Persons, repairs and/or the mooring in dry dock; to tow, to help other vessels, to do test travels and adjust the instruments. Anything carried out or not, as per clause 7.1, as well as any delay derived, will be considered within the terms of the transportation agreement, therefore they will not conflict with these terms.

8.- FREIGHT AND COSTS

8.1 The Freight price has been calculated based on the data in possession of the Shipper. In the event that this information is erroneous and an additional Freight had to be paid, the Merchant will pay the price and any other expense derived.

8.2The freight will be earned and payable once the Carrier receives the Commodities, if such Freight

has been paid in advance as if made in cash upon the delivery of the Commodities. The Carrier will be entitled to collect the entire Freight owed under any circumstance, if the Vessel and/or the cargo have been lost or not and regardless if the sailing has been abandoned. The freight will be paid upon its expiration, without compensations, counterclaims or deductions being admissible.

8.3 Any person defined as "Merchant" by clause 1 will be responsible before the Shipper, jointly or individually, of the Freight

payment and of all the costs, as well as the compliance of the obligations that correspond by virtue of the provided by this document. Any person hired by the Merchant for the rendering of transportation services of the Commodities will be considered as Agent of the Merchant exclusively for all purposes, and the fact of paying the Freight to such person will not be equal in any event to making the payment to the Carrier. If this third party does not pay the price of the Freight owed to the Carrier, it will be considered that the Merchant has incurred on non-payment.

9.- RETENTION RIGHTS OF THE CARRIER.

The Carrier, its employees and agents will be entitled to the retention of the commodities and on all the documents relative to the same for the expiration of the freight and of the taxes to the general average, whomever is the creditor of those payments, the carrier, its employees and agents will have in addition, a retention right against the Merchant on the commodities and all the documents relative to the same for any amount of money owed by the merchant to the carrier by virtue of the stipulated on any other agreement. The Carrier may exercise this right as per its discretion, at any time and place, through its employees, Agents or effective carriers, if the transportation service contracted has been successfully completed or not. This right of the Carrier will be extended, in addition, to the coverage of the expenses necessary to obtain any amount of which it is the creditor, including legal costs. The Carrier is authorized to place the commodities for sale subject to such retention right, on a public auction or under a private instrument and without previously informing the Merchant. No provision of this document will prevent that the Carrier demands from the Merchant the difference between the sum owed to such Carrier and the net amount obtained from the sale previously mentioned.

10.- DESCRIPTION OF THE COMMODITIES AND RESPONSIBILITY OF THE MERCHANT

10.1 The Bill of Lading will constitute a prima facie evidence that the Carrier has received, apparently in good status (except if otherwise indicate), the total quantity of the Containers or other parcels or units indicated by the section "Receipt from the Carrier" of this document.

10.2 The Carrier will not do any assertion in regards to the weight, contents, measurements, quantity, quality, description, status, temperature, trademarks, numbers or value of the Commodities, and will not have any responsibility on those description or details.

10.3 The Merchant warrants the Carrier that the details relative to the Commodities have been reviewed by the Merchant or by someone on its behalf, as per the stipulated hereby, upon receiving this Bill of Lading; and asserts, in addition that these and any other data provided by the Merchant or on its behalf are sufficient and correct. The Merchant attests that the Commodities are loaded on the Container save from damages and with the security measures.

10.4 On the other hand, the Merchant asserts that the Commodities and/or the Containers loaded by the Merchant are legal, do not contain any contraband material, drugs nor any other illegal substances, nor are there any cops are concealed therein; that all the characteristics of the Commodities have been informed that involve a risk or that are potentially hazardous, and that they are not going to cause damages or expenses for the Carrier nor to other cargos, Containers, Vessels or Persons, during the transportation.

10.5 In the event that the back of this document includes the details of any letter of credit, import license, purchase sale agreement, invoice or order number and/or data of an agreement of which the

Carrier is not a party, such details are shown are the on account and risk of the Merchant and for its convenience. The Merchant accepts that this data does not involve a statement of value and under no concept will increase the liability over the Carrier in accordance with the provided by the Bill of Lading; and the Merchant, in addition, commits to compensate the Carrier for any increase of liability that may fall on the Carrier, due to the stated above, including the reasonable legal costs and expense derived.

10.6The Merchant will respect all the regulations or requirements provided by the customs, port and other authorities; and

will be in charge of and will pay all the fees, taxes, penalties, duties, expense or losses (including, without prejudice of the generalities previously stated, the Freight corresponding to any additional transportation activity) incurred or produced due to the indicated at the beginning of this clause, or deriving from the illegal, incorrect or insufficient statements, trademarks, numbers or addresses, of the Commodities; for which the Merchant shall indemnify the Carrier, including the reasonable legal costs.

10.7 If, as per the order from the authorities of any jurisdiction, the Commodities are retained and/or confiscated, and/or a Container has to be opened to allow the inspection of the same due to any reason, including although not limited to a violation or infringement of a registered trademark, patent, or any other intellectual property right; the Carrier will not be responsible for any loss or damage derived from the opening, unloading, inspection, new loading, retention, destruction, or delay of the Commodities. The Carrier will be entitled to claim the Merchant for the payment of the charges, penalties, costs, losses and expenses (including the reasonable legal costs) resulting from such actions of the Merchant, including, although not limited to the expenses of retention, delay and storage of the Commodities and/or of the Container.

10.8 The Carrier will grant a term of free period for the use of the Containers and the equipment, as per the provided by customs law and the indicated by the Agent of MSC in the loading and unloading ports. Such free period will start counting as of the day in which the Merchant removes the Container and the equipment, or as of the date in which it is unloaded from the Vessel or deposited at the place of delivery, as admissible. The Merchant will have the obligation and the responsibility of returning the Container and the equipment to a place designated by the Carrier, before or at the end of the term of the free period granted in the Unloading Port or place of delivery. After that, the expenses for the delay, per diem and retention will be collected and paid by the Merchant, pursuant to a Rate.

10.9 The Merchant will return the Containers and the equipment to a place designated by the Carrier, in goods status, intact, empty, odorless, clean, free from residues, stowage frames or other wastes, once all the accessories installed by the Merchant have been removed. The Merchant shall indemnify the Carrier for all the expenses incurred upon returning the Containers and the equipment to its original status, or to replace them for others if they are not returned in the status described above. The reasonable legal costs of the procedures involved to obtain the payment of such expenses and interests accrued will be included herein.

11.-CONTAINERS PACKED BY THE MERCHANT

11.1 If the goods received by the carrier are in containers packed by the Merchant or on its behalf: (a) The Bill of lading is prima facie evidence of the receipt only of the number of container (s) as shown herein in; and (b) the Merchant warrants that the stowage of the goods in Container (s) and its closing and sealing are safe and appropriate and that the Goods and the Containers are appropriate for the Transportation in accordance with the terms provided herein. For the Containers transported by interior railroad in the U.S.A., The Merchant will load, block and pull the Goods appropriately in accordance to the Intermodal Cargo Waybill of the American Association of Railroads ("AAR") for Products in trailers and closed Containers and will notify and demand from all the parties involved in the loading of the Commodities in the Containers to comply with these requirements. In the event of noncompliance by the Merchant of such guarantees, the Carrier will not be responsible of any loss or damage to the Good or the Transportation resulting from such noncompliance and the Merchant will be responsible of the loss or damage of any other property, or due to personal injuries or death or the consequences of any other accident or event of any type and will indemnify the Carrier



in these regards; (c) The Merchant will inspect the Container (s) when supplied by the Carrier or on its behalf, and it will be considered that the Merchant has accepted them safe and in the adequate conditions for the Transportation, unless the Carrier is otherwise notified; and (d) if the Carrier delivers the Containers with the seals intact, such delivery will be considered as the total and complete compliance of the obligation of the Carrier and the Carrier will not be responsible of any loss or damage in the contents of the containers.

12.- INSPECTION OF THE GOODS

12.1 The carrier will have the right, but not the obligation, of opening and/or scanning any container or package at any time and to inspect, to weight again, to measure again, reassess, or repack the goods without a previous notice to the Merchant.

12.2 If, in accordance with any of the rights of the Carrier by virtue of the Bill of Lading or if per the order of the authorities in any place, a Container or package should be opened and/or seal a broken Container, the Carrier will not be responsible for any loss or Damages incurred as a result of any opening, unpacking, inspection, new weighting, replacement measurements, reassessment or repacking. The Merchant will indemnify the Carrier for the cost of all the measurements taken as indicated above.

13. REFRIGERATION, HEATING AND ISOLATION

13.1 No special Containers will be provided equipped with refrigeration, heating or isolation systems, unless they are specifically contracted in the Bill of Lading and an additional Freight price is paid. In the event that this document provides a temperature of the transportation, the Merchant will deliver the Commodities to the Carrier at a temperature with a margin of two Celsius degrees above or below the indicated, and the Carrier will exercise due diligence to maintain that temperature in the supply of air, with a margin of the Celsius degrees above or below while the Commodities are under its possession. THE MERCHANT WILL HAVE THE OBLIGATION TO DETERMINE OR VERIFY THAT THE TEMPERATURE CONTROLS OF THE CONTAINER ARE WITHIN THE TEMPERATURE OF THE REQUIRED TRANSPORTATION AND, IN ADDITION, SHALL ADEQUATELY CONDITION THE VENTILATION PIPES. The Carrier does not commit to deliver the Merchant the empty refrigerator Containers at any specific temperature. The Carrier has the right, but not the obligation, of denying to accept the Containers loaded by the Merchant for its transportation when the Commodities are not or have not been loaded on them at transportation temperature indicated by the agreement, with a variation margin of two Celsius degrees above or below.

13.2 The Merchant will take into account that the refrigerator Containers are not conceived for the following uses: **(a)** to refrigerate or freeze commodities loaded in a Container at a temperature above the temperature of the transportation indicated and adequate. If the loading of the Commodities for its transportation is made at a temperature above the adequate, the Carrier will not be responsible of the consequences; nor **(b)** to do a follow-up of the levels of humidity nor to control such levels, even when having the appropriate device; and, given that the humidity depends on a great number of external factors, the Carrier does not warrant the maintenance of any level of humidity in the interior of the Containers nor is it responsible of the same.

13.3 The Carrier will not be responsible for any loss of Commodities nor of the damages inflicted to the Commodities derived from hidden vices, faults, defrosting, stops of the refrigeration system or of another type of machines, plants, isolation systems and/or other specialized apparatus of the Containers or other installations, as long as the Carrier has exercised the due diligence before delivering the Container empty to the Shipper, in addition the merchant should take into account the times of transit considering the possible transfers that the route may contemplate and validate that the life time of its commodities is compatible with the times of transit, the merchant is responsible for any loss or damage to the materials related at the time of transit.

13.4 The Carrier does not warrant that it has a refrigeration or heating system, but it will manipulate it and will maintain the due care while under its possession. In addition, the Carrier will not accept the responsibility of registering the temperatures in any manner that are not in the notebook or logbook

on board. The Carrier will also not accept the obligation of being ruled by a government protocol or program, unless provided by this document and an additional Freight price is paid.

13.5 The Merchant shall make sure and warrant that the packing and wrapping used are suitable to protect and safeguard the quality of its commodities, demarking the Carrier from any liability for the damages generated to the commodities inherent to a packing not adequate to the characteristics of the product.

14.-CONTAINER OF THE CARRIER

14.1 The merchant will assume the total responsibility and indemnify the carrier for any damage or loss to the containers of the carrier and other equipment that occur while in possession or control of the merchant, its agents, servants or independent contractors hired by the Merchant or on its behalf.

14.2 The Carrier will not be responsible in any event and the Merchant shall indemnify and exempt the Carrier from any liability for any loss or damage to the property of other Persons or injuries or death to other Persons caused by the Containers of the Carrier or the contents of the same during their handling by the Merchant, or while in its possession or control, or of its agents, servants or independent contractors hired by the Merchant on its behalf.

14.3 If the Containers supplied by or on behalf of the Carrier are unpacked at the facilities of the Merchant, the Merchant is responsible of returning the empty Containers, with the interiors brushed and clean, to the point or place designated by the Carrier, its agents or servants, within the time prescribed on the Rate (s) applicable of the Carrier. In the event that the Containers are not returned as previously indicated within the time prescribed, the Merchant will be responsible for any detention, loss and/or expense incurred by the Carrier, including, among others the cost for cleaning the interior of the Container

15. STOWAGE OPTIONS, CARGO ON DECK AND CATTLE

15.1 The Commodities, if loaded in Containers or not, may be transported on deck or below deck without a previous notice to the Merchant, except if in the Bill of Lading it is stipulated that the Containers or the Commodities are transported below deck. In the event of stowed on deck, the Carrier will not have the obligation of declaring it on any mode through notes, marks, or seals provided by the Bill of Lading. The Commodities (except for cattle) transported on or below deck, if declared or not, will contribute to the General Average and will be considered included in the definition of "Commodities" for purposes of the Hague Norms, COGSA or any other applicable law, and of mandatory compliance; and such Commodities, in addition, will be transported with subjection to such Rules or Laws, as admissible.

15.2 In regards to Oversized Commodities and/or stowage on or in open-top, flat racks Containers or platforms, and that, as per the indicated by the Bill of Lading, is to be transported on deck, as well as in regards to the transportation of cattle- if carried on deck or not—; The Carrier will not assume any liability for losses or damages of any nature nor for the delays experienced during the transportation, whether due to lack of conditions of the vessels to sail, to a negligence or any other cause. In these regards, Hague Norms or COGSA will not be applicable.

16. LIVE ANIMALS AND PLANTS

The Carrier will not be responsible for any accident, disease, death, loss or damage of live animals, birds, reptiles, fishes or plants arising or resulting from any cause, including the negligence of the carrier or the embarkation, indignity of the sailing and it will have the benefit of all the provisions of this bill, except for those incompatible with the provisions of this Clause.

17.- TRANSPORTATION AFFECTED BY THE CONDITION OF THE GOODS

If it appears or the carrier has reasonable motives to belief at any time that, due to its nature or condition, the goods cannot be transported, or transported in a safe or adequate manner, absolutely or without incurring in additional expenses or taking measurements in regards with the Container or



the Goods, the Carrier may without a prior notice to the Merchant (but as agent only) take any measurement and/or incur on additional expenses to transport or continue with the transportation of the same and/or storage on land or afloat, inside or outside at any place, which the Carrier, as per its absolute discretion, considers appropriate. In addition, the Carrier will have the right, with or without notice to the Merchant, to abandon the Goods, whether in the store or not, or to do a sale or disposition of the Goods as necessary or appropriate. The responsibility

of the Carrier will cease in the event of abandonment, storage, sale or elimination. The Merchant will indemnify the Carrier against any additional legal rate and expenses incurred.

18.- HAZARDOUS MATERIALS, CONTRABAND

18.1 The Carrier commits to transport commodities of an explosive nature, flammable, radioactive, corrosive, harmful, noxious, dangerous, poisonous or of any other hazardous nature, only if the carrier accepts a prior written request from the merchant for the transportation of such Goods, which acceptance the Carrier is not obligated to give. Such request shall indicate specifically the precise nature, the name, the label and the classification of the Products, as well as the method to make it harmless, with the full names, addresses and telephone numbers of the Merchant

18.2 The Merchant will commit that the nature of the Goods referenced by number 19.1 above is marked and stated in a clear and permanent manner in the exterior of the packages and Containers and also it will also commit to present the documents or certificates required as per the bylaws or regulations on any phase of the transportation or by the carrier.

18.3 The Merchant warrants that the Goods are packed in such a manner that they resist the risks of Transportation taking into account their nature and in accordance with the laws, regulations or requirements applicable to Transportation.

18.4 When it is perceived or discovered that the Goods represent a threat to the Vessel, any other means of transportation, cargo, properties or persons, or that do not comply with items 19.1 or 19.2 above, or that the Goods are perceived or found as contraband or prohibited by any law or regulation of the loading, unloading, stopover port, or any other place or waters during the Transportation, the Carrier will have the right that such Goods become harmless, are thrown overboard, or are unloaded and left for the Merchant on any phase or place that the Carrier may elect, or dispose in any other manner as per the discretion of the Carrier without compensation, and the Merchant will be responsible and indemnify the Carrier against any loss, damage or liability, including the loss of the freight, and any claim, liability, loss, damage, delay, costs, fines and/or expenses arising directly or indirectly from such Goods and resulting from them, and all the actions resulting taken by the Carrier and will publish the financial guarantees or bonds necessary as required.

19.- NUCLEAR INCIDENT AND VALUABLE GOODS

19.1 The Carrier will not be responsible for any loss or damage in regards with the goods that arise or result from a nuclear incident that occurs at any time, unless caused due to the actual fault or the privacy of the carrier.

19.2 The Carrier will not be responsible in any event for the loss or damage of platinum, gold, silver, jewelry, precious stones, precious metals, radioisotopes, precious chemical products, ingots, condiments, foreign currency, negotiable instruments, securities, writings, documents, images, works of art, curiosities, relics, collections of any nature or any other valuable goods, including the goods that have a particular value only for the merchant, unless that the true nature and the value of the goods have been declared in writing by the Merchant before the receipt of the Goods by the Carrier, and the same is inserted in the Bill of Lading and the freight ad valorem has been paid in full.

20.-PACKING AND MARKING OF THE COMMODITIES

The commodities should be packed in such a manner that guarantees the appropriate transportation with the normal care in the handling, in order not to cause damages or injuries to any person, commodities or property. Each package should be marked in a legible and durable manner, with the



name and the complete mailing or physical address of the shipper and of the consignee, and with the trademarks and numbers that appear in the Bill of Lading. If the goods presented for the transportation show signals of damage or deterioration, MARINNO LOGISTICS INNOVATION reserves the right of receiving the shipment. The appropriate packing should: **a.** Be reviewed before being used to make sure that they are free corrosion, contamination or other damage. **b.** Be free of signals that their integrity has been jeopardize. **c.** Be built, closed and prepared for the ocean and/or land transportation in such a manner that they prevent any filtration during the ocean transportation that could be caused due to the changes of temperature, humidity, pressure or due to normal vibrations that

occur during the ocean transportation. **d.** Be built to resist the weight of the cargo contained. **e.** Carry the marks or labels that indicate if the cargo requires of any special handling (orientation arrows, this side up, fragile do not stack, etc.) **f.** Be designed to prevent the internal movement of the cargo. **g.** Be compatible with the substances contained. **h.** Be designed to resist any load imposed, taking into account the possible stacking submitted during the air transportation. **i.** Have a base that can be handled with freight elevators. The shipper will deliver the commodities in good status and with the adequate packing, as required by the goods. MARINNO LOGISTICS INNOVATION will not be responsible for the damages, partial or total losses, smashes, explosions or decreases, that occur during the transportation, storage or delivery of the goods derived from the inadequate status of the cargo /bad packing, and they will only be transported if the shipper assumes all the responsibility for damages partial losses, smashes, explosions or decreases that occur during the transportation, storage or delivery of the goods, which will be noted in the receipt of the warehouse and will be understood as accepted by the shipper with the signature on the warehouse receipt.

21. NOTICE AND DELIVERY

21.1 Any mention made in the Bill of Lading of the notice to any of the parties of the arrival of the Commodities will be valid only for information purposes for the Carrier. The absence of arrival notice will not imply any type of civil liability for the Carrier nor exempt the Merchant from any of its contractual obligations.

21.2 The Merchant will be in charge of the Commodities delivered within the term provided by the rate of the Carrier, by application, or as per the agreed. In the event that the merchant does not comply with this provision, the Carrier, without a prior notice, may unload the Commodities, if loaded on Containers, and/or store it on land, afloat under roof or outdoors and under the account and risk of the Merchant. The fact of storing it under these conditions will be considered delivery of the Commodities made as per this agreement. As of then, any liability of the Carrier on the Commodities will cease (including the cases of error in the delivery or Commodities not delivered), and the Merchant, as per the request from the Carrier, will immediately pay the Carrier the expenses for such storage.

21.3 If the Commodities are not claimed within a reasonable term, or when in the opinion of the Carrier is under the risk of being deteriorated, spoil or lose its value, or cause storage expenses, or of any other type that will exceed the value of such Commodities, the Carrier—as per its discretion and without prejudice of any other rights that it may have against the Merchant, without a prior notice and without incurring on any liability--, may sell or abandon the Commodities or dispose of them in another manner, under the account and risk of the Merchant, and to resort to any sales procedure destined to reduce the amounts owed by the Merchant to the Carrier in accordance or in connection with the stipulated by the Bill of Lading.

21.4 In the event that the Merchant refuses to accept the delivery of the Commodities as per the terms of this clause and/or to mitigate the loss or damages suffered by such Commodities, it will be discharging the Carrier in its entirety and waiving to any claim relative to the Commodities or to its transportation. The Carrier will be entitled to receive from the Merchant an indemnification for the expenses made (including the legal expenses), of whatever nature, and that derive from the cleaning or transfer of the Commodities rejected and/or abandon by the Merchant.

22.- JOINT RESPONSIBILITY CLAUSE IN BOARDING

In the event that the Vessel is boarded by another one as per the result of the negligence of the same and of any action, non-observance or fault of the captain, the crew, the pilot or operators of the Merchant, produced in the sailing or in the handling of the Vessel, the owners of the Commodities transported as per the terms of this document will indemnify the Carrier for any casualty or liability

with the other Vessel or with its ship-owners; and that in the extent in which such casualty or liability carries the loss of the Commodities or damages to the Commodities; or that give place to a claim, of any nature, filed by the owners of the Commodities and paid or payable by the other Vessel or by their ship owners in favor of the owners of such Commodities, along with a compensation for the other Vessel or its ship owners as part of the claim filed by them against the first Vessel or its Carrier. These provisions will be applied, in addition in the event that the boarding or contact is due to the ship owners of the Vessel or Vessel, to its operators, or to the Persons that are in charge of them or under the charge or of the objects that are not Vessels or object boarded, or that come to be added to these.

23.-GENERAL AVERAGE AND SALVAGE

The General Average will be liquidated, declared and resolved at any port or place, as per the decision of the Carrier, in accordance with the Rules of York and Ambers of 1994, as per the exception of Rule XXII; and in regards to questions not regulated on them, the laws and traditions of the port or place selected by the Carrier will apply. In the event of a General Average of a Vessel that is not for rental, not being operated by the Carrier, it will be liquidated based on the required by the owner or by the operator of the Vessel. Before the delivery or issuance of the Commodities, an agreement or policy will be granted that warrants the payment of the expenses of the General Average, as well as a bond (payable at the time in which it is decided by the Carrier and in USD) which the Carrier may demand as additional guarantee for its contribution to the commodities, the salvage and the special costs applicable.

If before the sailing starts or once it has begun an accident, hazard, damage or catastrophe would occur derived from any cause, due to negligence or not, and of which and from which consequences the Carrier was not responsible as per the provided by the legal, contractual provisions or of any other type, the Commodities and the Merchant will contribute jointly and individually with the Carrier, in the General Average, to the payment of the sacrifices, losses or expenses caused by such General Average, and will pay the service of salvage and the special costs derived from the Commodities and in accordance with the determined by a liquidator of general average, independent and appointed in due form by the Carrier. The opinion of the liquidator in regards to the responsibility for the contribution to the General Average, as well as the calculation of the amount of the same, will be definitive and binding for all the parties involve. In the event that the Carrier possess or exploits a salvage Vessel, the salvage will be paid fully and in the same manner that is such Vessel or Vessels belong to third parties.

Before doing the delivery, and if requested, the Commodities, the Shippers, the consignees or the owners of the Commodities will present to the Carrier, as deposit, the amount that such Carrier or its Agents deemed sufficient to cover the contribution to the Commodities, the salvage and the special costs derived from them.

24.- CANCELLATION POLICY

In case of an import to Mexico, when the booking its made under Marinno's contract, cancellation must be done 72 hours prior collection of empty containers at origin, otherwise a false movement fee and a cancellation fee will apply with truck company and shipping company accordingly and the amount percentage doesn't depends on Marinno. These extra charges must be paid by the customer entirely for whatever reason means.

When an export, cancellation must be done 72 hours prior collection of empty containers at origin, otherwise a false movement fee and a cancellation fee will apply with truck company and shipping company accordingly and the amount percentage doesn't depends on Marinno. These extra charges must be paid by the customer entirely for whatever reason means.

In case of a SPOT RATE, cancellation fee from shipping line will incur also this extra charges must be paid by the customer entirely for whatever reason means. This cancellation fee applies at every moment after placing the booking with the shipping line.