

Terms and Conditions for the Transportation Services

1. The following terms and conditions (from now on "The Terms") are the only terms that shall bear liability to Logwin Air+Ocean México S.A. de C.V. (from now on "Logwin") as contractual carrier under a unimodal or multimodal transport (from now on the "services") These terms are complemented by the quotation of services of Logwin (hereinafter the "quotation").
2. The responsibility of Logwin shall bear liability by the Terms of the Airway Bill (for airfreight) or the terms of the Bill of lading (for ocean freight) respectively. Those terms are available in: www.logwin-logistics.com/service/awb-bl.html
3. In all remaining cases all forwarding transactions performed by Logwin as well as Logwin's liability are exclusively governed by the latest version of the Local Trading Terms & Conditions as published by the respective national Forwarder's Association or, in absence of such Local Trading Terms & Conditions, Logwin's Standard Trading Conditions shall be applicable copy of which may be obtained upon request. This shall apply to all activities Logwin provides under the services offered. . If air transport implies a final destination or a stopover in a country other than a party, the services may be governed by the Warsaw Convention. The Convention for the Unification of certain rules relating to international air transport, Warsaw, Poland, 1929 (the "Warsaw Convention") regulates and limits the liability of carriers in respect of losses, damages or delays in the cargo. International land transport may be governed by the Convention for the International Carriage of Goods by Road, Geneva, 1956, unless otherwise agreed.
4. The terms established in paragraph 2 above, and what is established in these Terms and conditions, shall be of exclusive application for the provision of services that the client requests to Logwin, so that the general terms and conditions of the customer or the Established outside these terms, shall not be part of these terms and conditions even if Logwin had not expressly rejected them and in no case will it be understood that by the mere fact of the provision of services, Logwin has tacitly accepted or Expresses terms or conditions other than those established herein.
5. Logwin reserves the right, at its sole discretion, to refuse any submission delivered to it for transport, establishing in a more non-limiting manner that the following will be expressly excluded for transport: explosives and ammunition, Flammable and radioactive materials, live livestock or, unusual-value items. The client of Logwin will have at all times the obligation to comply with the regulations of foreign trade, importation and transit of the destination country of the goods, reason why the client expressly releases to Logwin of any responsibility that could be originate in that sense. Likewise, it will be the client's duty to provide Logwin with the necessary and corresponding permits for the transport of the goods. Unless otherwise expressly agreed, the services provided by Logwin in favour of the client shall be limited to collecting, coordinating the corresponding transport and delivering the goods in accordance with the timely instructions received by the customer.
6. The customer shall at any time be responsible for the information provided for the shipment of the goods, and in general any information provided to Logwin, ensuring that such information is complete, true and accurate, as well as to ensure that all Shipments contain appropriate contact details about the sender and the receiver, that they are properly packaged and labeled, that their content is properly described and classified and that they are accompanied by the documentation that was necessary, forcing them to make peace and safety, as well as reimburse Logwin regarding any claim arising from the breach of the foregoing. The foregoing shall be in the same manner applicable to the customer's failure or omission to the requirements of the customs or administrative authorities, including but not limited to: Delayed shipments of Customs check documents or any Another fault that the client commits against the customs or administrative authorities.
7. The delivery of dangerous goods or materials to Logwin for transportation must be notified in writing by the customer at least 3 (three) business days in advance of the commencement of the service, forcing the client to comply with all permits and Laws of the matter applicable to the type of dangerous goods or materials in the place of destination thereof, in the understanding that Logwin will have the faculty at any time to refuse the shipment of any good or dangerous material. Therefore, the client of Logwin is obliged to provide in time and form requested by Logwin at the time and opportunity, all the relevant information, truthful and accurate, for the transport of dangerous goods or materials, likewise, the client is obliged to Comply with all applicable legal rules and regulations, both national and international, which apply to the type of goods or materials, which is why the client expressly releases Logwin from any liability that may arise by such Concept must repay or pay any damage, damages, fines, penalties, damages or penalties to be determined derived from the foregoing.
8. It is expressly established that the delivery times mentioned in the quotation are approximate times, since the shipment and delivery of the goods depends directly on the regular transit that affects the calculation of the time of delivery of the same. The delivery times of the goods are based on the information provided by the respective carriers, so the fulfillment with these times is outside the faculties of Logwin.
9. Changes of order and/or instructions by the client must be notified beforehand and in writing to Logwin, and shall be made by Logwin provided that the foregoing is within the physical, technical or commercial possibilities of Logwin, Obliging the client to pay in favor of Logwin, any expense, cost, consideration that originates from the or changes requested by the client.
- 10 The customer acknowledges and accepts that Logwin shall be exempted from any liability for late or late delivery of the goods, when derived or originated from acts that are not directly attributable and reliably verifiable to Logwin. Otherwise, the terms AWB or the terms of the bill of lading, as mentioned in paragraph 2 above, shall be applicable to determine the liability of Logwin, for the foregoing, and unless the terms AWB or the terms of the bill of lading establish another provision, the liability of Logwin shall be at all times limited to the amount of the consideration for services which have been effectively paid by the customer arising from the quotation, in the

understanding that the foregoing shall include in any Case: direct or indirect damages, incidental damages, consequential damages, punitive damages, loss of income or profits, lost profits, damage, loss of business, Indemnifications.

11. The client will be obliged to hire by his exclusive account, charge and risk an insurance that covers the total value of the goods to be transported, having to give to Logwin a simple copy of the insurance policy contracted prior to the beginning of the benefit of the Services. For the foregoing, the client expressly releases Logwin from any liability that may arise from the total or partial loss, detriment, theft, loss, destruction, loss of merchantability and any other that may be suffered by the goods.

12. The costs applicable to the provision of the services are established in the quotation, as well as the prices, tariffs and other valid quotas of any third party that could participate in the execution of the services. The content of the quotation is based on the information provided by the customer.

13. In the event that by situations beyond the control of Logwin, adjustments or increases in the costs of the services established in the quotation are required, Logwin will have the power at all times to make the adjustment corresponding to the prices contained in the Quotation can be reported to the customer.

14. For land and sea transport, the following conditions shall apply in additional ways:

The following shall apply for transports under CIM y SMGS:

-the issuance of a Contra receipt or Logwin delivery letter;

The Bill of lading, letter of transport from Port to port will be considered as proof of the arrival of the goods to the station or port of destination;

The customer's subsequent instructions may only be met in a restricted manner following the delivery of the goods to the carrier, so any change after delivery of the goods to the carrier shall be the sole responsibility of the customer;

Logwin shall not assume responsibility for loss or damage to the cargo or property of the customer or any third party, for the carriage of such goods in carriages or open containers;

15. In the event that Logwin has elements to determine that the goods or documentation do not comply with any of the restrictions or conditions mentioned above or in the terms, Logwin may waive to render the services, in the event that the services are already happening, Logwin will be able to determine at its absolute discretion if it suspends the provision of the services or concludes the same, in the understanding that in this case the client must bring out in peace and safe to Logwin compensating it of any damage or prejudice that is Derive from the above. In the event that the protection, conservation, storage of goods will generate additional costs or expenses, the customer is obliged to pay or reimburse immediately to Logwin any amount that would have been determined, in the understanding that under no circumstances, Logwin will be obliged to deliver any amount to preserve, protect or store the goods, as the foregoing shall be the sole account and charge of the customer. The foregoing will be in the same way applicable in the event that during the delivery of the goods there are obstacles or circumstances outside Logwin that make that the delivery of the goods is not carried out and in general any other situation by which the goods have not been entered to the recipient

.16 In the event that the services requested from Logwin include providing the client with empty containers for the transport of the goods ("carrier load, stowage and Counting"), they will have to be checked by the customer immediately after the delivery of the container. The customer to verify the external and internal condition of the container, as well as the adequacy of the goods for their loading and transport, especially by smell contamination and any other factor or circumstance that could alter or damage the Products, the customer must report to Logwin immediately and in writing any incidents related to the container, in case the client does not send the report to Logwin after the inspection by the client, it will be considered for all the Effects to the place as the container is in good condition, is suitable and suitable for carrying goods. Therefore, the customer acknowledges and accepts that Logwin will not assume any responsibility for possible damages to the property as a result of errors, negligence, defects, that arise at the time of loading the container

.17. SOLAS Weight Verification Requirements (hereinafter: SOLAS)

• If there are additional costs and efforts due to the requirements of SOLAS, they must be covered by the Logwin customer:

Logwin is not required to review the weight data sent by the customer. If there are claims (e.g. by delay in shipping) resulting from non-compliance with SOLAS requirements-especially by an incorrect container weight (VGM-verified gross mass) in FCL or, respectively, incorrect consignment weight in LCL shipments, Logwin will not be liable in any way, so the customer shall reimburse Logwin for any claim. If Logwin or third parties suffer any damage or loss as a result of incorrect weight data provided by the customer, it shall be obligated to compensate Logwin for such damages or losses and to keep it in peace and safe from any third party claim.

• Logwin will not assume responsibility for the application of Method 2 of SOLAS (i.e. weight calculation by weight addition of all shipments, material to be loaded and empty container) if there is a damage or loss-especially by delay-occurring as a result of a shipment of Third parties that were loaded and transported in an LCL container and it exceeds the weight sent by that third party. Logwin may calculate the total weight according to the data sent by individual carriers within the loading documents. Logwin will have

no obligation to weigh the shipments to review the data provided. Carriers will at all times have the right to sue or claim against the customer for the weight data that were given by the customer incorrectly, having caused losses or damages as a result of the foregoing, forcing the customer to maintain in peace and safe Logwin of any demand, claim, requirement, to pay or repay to Logwin the damages that the above generated to Logwin.

- In case of claims-especially for delays in delivery-arising from the loading and transport of a container transported by the carrier, in which the real weight of the goods contained in that container exceeds the weight declared by the Client, the client will be individually responsible for the penalties, damages that are generated because of false, erroneous or incomplete information, releasing from this moment to Logwin of any claim or demand that could initiate any third. Logwin will not be obliged to weigh the empty container, however, it will have the right to use the data declared in the container for weight calculation according to Method 2 of SOLAS. The client will be individually responsible in front of the shipping line for the weight data of the container that were determined incorrectly, so that the client is obliged to bring out in peace and safe to Logwin of any claim of third parties that are presented as Result of the above.

The customer is obliged to return the empty containers, clean and in the same conditions of conservation in which they were prior to the shipment and transport of the goods, for the foregoing, the costs of cleaning and/or repairing and in general any other that would have been generated in relation to the use of the containers, which would have paid or that have been determined to pay to Logwin, must be paid or reimbursed immediately by the client to Logwin.

18 Logwin will not be obligated to fulfil its obligations under the present terms or the quotation in case of occurrence of any event of fortuitous case or force majeure. In case of an event of fortuitous or force majeure, Logwin will give written notice of this circumstance to the client to take the measures that his interests agree and in common agreement can determine the actions to follow.

19. For all the interpretation, execution and fulfillment of these terms and conditions, both parties shall submit to the jurisdiction of the competent courts of the city of Mexico, waiving the client to any jurisdiction that may Correspond on the basis of your present or future domicile. However, Logwin may also elect in its sole discretion the jurisdiction of the location of the customer's domicile, or request that any conflict be resolved by commercial arbitration, in accordance with the arbitration Rules of the arbitration center of Mexico (C.A.M.), by one or three arbitrators appointed in accordance with such rules, in which case the official language of arbitration shall be Spanish and the headquarters of Mexico City. All legal relations between Logwin and the client shall be governed by applicable federal laws in the United Mexican States.

20. If any provision contained in these Terms and conditions is void by judicial provision, the validity of the remaining provisions shall not be affected. The clause that is considered NULL, will be replaced by another that does have legal force and that is similar. In the event that Logwin does not exercise any action that corresponds to it under these terms and conditions or under applicable law, it shall not in any way mean that it renounces to exercise it in the future, so that the exercise shall be reserved at all times until its Legal prescription.