

LOGWIN AIR + OCEAN CHILE SpA

COMMERCIAL TERMS & CONDITIONS

I.- BACKGROUND

- LOGWIN AIR & OCEAN CHILE SpA, hereinafter referred to interchangeably as “LOGWIN,” is a Freight Forwarder, also known as a Freight Agent, duly registered by Resolution No. 4706 of September 15, 1998, of the National Customs Directorate.
- As an international Freight Forwarder, its responsibilities include, among others, coordinating and organizing shipments, consolidating or deconsolidating cargo, acting on behalf of third parties as a coordinator between cargo generators and the actual carriers, specializing in transportation matters, market offers, prices, service quality, shipping models and terms, regulatory frameworks, and required documentation. It also offers comprehensive logistics services, including the transport of goods in any mode, as well as warehousing, shipping, unloading, distribution, and consulting, utilizing its extensive network of international contacts and local services.
- The aforementioned services are provided in strict accordance with Incoterms, or International Commercial Terms, as these are considered the primary condition of the sales contract between the importer or exporter and their client abroad. Therefore, these terms will govern the scope of

the services, responsibility, management, and services that can be entrusted to Logwin as the freight forwarder.

- These Incoterms are endorsed by the International Chamber of Commerce, which has been responsible for developing and updating them since 1936 in accordance with the changes experienced in international trade.
- **II. SCOPE OF APPLICATION**
- This document, entitled “TERMS AND CONDITIONS,” applies to all logistics services provided by LOGWIN AIR + OCEAN CHILE SpA, including international transport, air and sea import/export, warehousing, distribution, and customs management.
- **III. DEFINITIONS**
- **FREIGHT FORWARDER:** (According to Chilean Law) “Any natural or legal person, whether Chilean or foreign, who, without being the actual carrier as defined in Article 975 No. 2 of the Commercial Code, has entered into a contract for the transport of goods in exchange for freight, subcontracting maritime, air, or land transport services, and issuing bills of lading, air waybills, and waybills, as applicable, for the cargo transported in their name.”
- **CLIENT:** Any natural or legal person who contracts logistics services. Any person who has rights or obligations under the Freight Transport Services contract entered into with a Freight Forwarder or as a result of their activity related to said services.
- **FREIGHT FORWARDER, LOGISTICS OPERATOR, OR CARGO AGENT:** A person who enters into a Freight Transport Services contract with a Client. (LOGWIN)
- **CONTRACT:** This is the agreement between LOGWIN and the Client, formalized in a document, which includes the terms and conditions under

which the services will be provided, and which expressly includes all its annexes and the respective additions agreed between the Client and LOGWIN.

- **CARRIER:** Any person who transports the Goods using their own means of transport (Performing Carrier) and any person subject to the carrier's liability as a result of an express or implied undertaking to assume such liability (Contracting Carrier).
- **TRANSPORTATION SERVICES:** Refers to services of any kind related to the transport, consolidation, storage, handling, packaging, or distribution of the Goods, as well as related ancillary and advisory services, including insurance for the Goods, and collecting or managing payments or documents related to the Goods.
- **GOODS:** This refers to any property, including live animals, as well as containers, pallets, or similar transport or packaging items not supplied by the Carrier. These are the products, parts, and, in general, goods of the Client, or over which the Client has the right of disposal, which will be the subject of LOGWIN's services.
- **VALUABLES:** This means ingots, coins, money, negotiable instruments, precious stones, jewelry, antiques, paintings, works of art, and similar goods whose value clearly exceeds the normal value of common commercial goods or merchandise.
- **DANGEROUS GOODS:** Goods officially classified as dangerous, as well as goods that are or may become dangerous, flammable, radioactive, harmful, or damaging.
- **IV. OPERATIONAL BASIS.**
 - **One. Services**
 - LOGWIN will provide international freight transport services, by air or sea, to or from abroad, according to the pickup and/or delivery instructions

given by the CLIENT and/or agreed upon by the parties for each specific case.

- **Two.** Obligations of the Parties.
- LOGWIN:
 - To provide the contracted services diligently and professionally.
 - To comply with applicable national and international regulations.
 - To inform the client of any relevant incidents related to the service.
- CLIENT:
 - To provide truthful and complete information about the goods.
 - To comply with documentary and customs requirements.
 - To pay for the services according to the agreed-upon rates.
- **Three.** Economic Conditions
- Rates are agreed upon in advance and may include additional charges for special services, delays, storage, or document handling.
- Payment must be made within the deadlines established for each client.
- Payments must be, at least, made within 30 calendar days from the date LOGWIN issues the invoice.
- The invoice for freight services is exempt from VAT and must be paid in the original currency (US dollars or Euros, depending on the quoted amount and its corresponding description). However, as required by the Chilean Internal Revenue Service, the invoice must also include a final amount in Chilean pesos, the legal tender of Chile.
- The invoice for local expenses is subject to Value Added Tax (VAT), and therefore, the amount of said tax must be added to its total.

- **Four.-** Ownership of the Goods.
- As sender, shipper, consignee, and/or legitimate holder of a transport document or receipt, the CLIENT must guarantee that they are the owner of the goods or have legitimate power of disposal over them, or that, failing that, they are a duly authorized agent of the owner and that in such capacity they are accepting the service conditions.
- **Five.-** Contracting of Third-Party Services.
- When circumstances warrant it, the CLIENT authorizes LOGWIN to contract third-party services necessary for the provision of the services, under the terms and conditions in which they normally offer their transportation, storage, warehousing, packaging, or cargo handling services. The CLIENT expressly authorizes LOGWIN to select and contract carriers, freight forwarders, stevedores, terminals, and any other third party required for air or sea transport, warehousing, and, in general, for the execution of the services.
- The Client is fully aware that, for the management of operations, LOGWIN will be free to use the means, routes, and procedures that it deems most suitable.
- **Six.-** Liability of the Parties. Limits and Insurance.
- a) Liability. (Principle)
- LOGWIN's liability is limited according to applicable international regulations (e.g., the Montreal Convention for air transport and the Hague-Visby Rules for maritime transport).
- The CLIENT shall indemnify and hold harmless LOGWIN from all liability, loss, damages, costs, and expenses that LOGWIN may incur in the provision of its services and that arise directly from the acts, events, and/or omissions of the CLIENT or its suppliers.

- LOGWIN assumes no responsibility for indirect damages, lost profits, or lost opportunities. Nor for delays in the arrival or delivery of goods by the Client, or for acts of third-party suppliers. Likewise, LOGWIN will not be liable for delays in cargo delivery, as this is beyond its control, since LOGWIN is not the actual carrier of the cargo.
- LOGWIN will not be liable for failures resulting from force majeure events, including, but not limited to, natural disasters, armed conflicts, strikes, government restrictions, or failures of external systems.
- a) Limitations.
- In the event that LOGWIN issues a Bill of Lading (BL) or Air Waybill (AWB) directly, the following regulations will apply:
 - In the case of air transport (AWB), the provisions of the Convention for the Unification of Certain Rules Relating to Carriage by Air (Warsaw, October 12, 1929), the 1955 Hague Protocol, the 1975 Montreal Protocol No. IV, and the 1999 Montreal Convention will apply, whichever is applicable.
 - In the case of maritime transport, the provisions of the Hague-Visby Convention, including the amendments introduced by the 1979 Protocol, will apply.
- b) Insurance.
- The CLIENT must obtain insurance to cover damage to and loss of the cargo, sufficient to cover its liability.
- LOGWIN will not obtain any insurance (ON THE CARGO), except upon the express written instructions of the Client. All insurance policies are subject to the usual exceptions and conditions of the insurance company's or insurers' policies assuming the risk.

- **Seven.- Confidentiality**
- Recommendations and/or any type of information mutually exchanged between LOGWIN and the CLIENT during the term of their business relationship may not be reproduced, transmitted, reported, or disseminated to a third party without prior written authorization from the data subject.
- This is without prejudice to the obligation of LOGWIN and the CLIENT to provide information to agents, operators, or third parties involved in the transport of cargo or merchandise, or to comply with requests from authorities. In this case, the party duly requested by a competent authority must first notify the data subject of this circumstance so that the latter may take the necessary precautions, unless such notification is prohibited by law or by the same authority.
- **Eight.- Criminal Liability of the Legal Entity.** LOGWIN and the CLIENT shall take all necessary measures to prevent the commission of any of the crimes specified in Law No. 20.393 of the Republic of Chile and its amendments. Either party shall immediately inform the other of any suspicious conduct of which it becomes aware that could affect the latter's criminal liability.
- The CLIENT acknowledges that LOGWIN has implemented a Crime Prevention Model as provided for in Law 20.393, which establishes the criminal liability of legal entities.
- **Nine.- Compliance with Legal Standards**
- LOGWIN and the CLIENT shall comply with and observe all laws, regulations, rules, standards, decrees, orders (of any agency or government entity), and other legal provisions in force in the Republic of Chile that refer to, affect, or impact the service provided by LOGWIN.

Ten.- Conflict of Interest

LOGWIN and the CLIENT shall exercise reasonable care and diligence to avoid or prevent any action or condition that results in, or may result in, a conflict of interest with the other party. This obligation shall include taking all necessary precautions to prevent their personnel, at any level, and their representatives (including their family members) from giving, receiving, providing, or offering gifts, payments, loans, or other remuneration from the other party (including their family members).

Eleven.- Jurisdiction and Applicable Law

This contract is governed by the laws of the Republic of Chile, and any dispute shall be submitted to the ordinary courts of justice of Chile.

Twelve.- Amendments

LOGWIN may update these terms at any time. The current versions will be available on the corporate website. For more information or inquiries, please contact LOGWIN AIR + OCEAN CHILE SpA through official channels.

Santiago, Chile, November 2025.