



LOGISTIC OPERATOR TERMS AND CONDITIONS
By NNR GLOBAL LOGISTICS MEXICO SA DE CV (VER.001_20130311)

FIRST-GENERAL CONDITIONS:

All freight forwarding services performed by NNRMX shall be under the present General Conditions for Freight Forwarding of goods by NNRMX. For any special case not provided in the present General Conditions, if they exist, the General Conditions of the National Freight Forwarding Association of the country (AMACARGA) where the contract of freight forwarding was concluded shall apply.

SECOND-APPLICABLE LAWS:

All agreements shall be governed and construed in accordance with the applicable national and international freight forwarding laws, rules, conventions or agreements. The place of performance of the rights and obligations shall be at the domicile of NNRMX's branch office which has signed and executed the agreement.

THIRD-TERMS OF THE CONTRACT:

The transport order must be given to NNRMX in written and contain the following instructions:

- Full description with particulars furnished by shipper such as kind of merchandise and description of classification (e.g. general cargo, perishables, dangerous goods, others)
- Invoice value of the goods, in case necessary or if will take insurance policy. How packed, numbers, quantity and weight (gross/net) of packages. Full addresses of shipper/consignee.
- Place of receipt, delivery and final destination if applicable.
- Special instructions and conditions in respect of shipment, method of transportation (sea / air / road / express / LCL / break-bulk / FCL, etc.)
- Customs Clearance instructions, How issue of documents, etc.
- Terms of payment. Collect, PPD, CCT & PPD
- In absence of clear express instructions, NNRMX will contact to shipper/consignee or contractor to clarify instructions and only if contractor disregards is entrusted to organize the transport order by selecting the most appropriate means and mode of transport. In the case of verbally given transport orders, NNRMX must be confirmed by e-mail, letter, telex or fax. It is the responsibility of the shipper to transmit this information correct and complete. It is not the obligation of NNRMX to check the given information. In the case of discrepancies, NNRMX will inform the shipper, principal or client in order to clarify the problem. NNRMX shall elect, at its own discretion, to accept the freight forwarding instructions. There is no legal obligation. In case of acceptance, it shall confirm it by e-mail, letter, telex, and fax.

FOURTH-REFUSING DELIVERY OR PAYMENT:

In case of refusal by the client or his representative to accept or to pay for the delivery, or in case NNRMX is unable to deliver, for reasons not justifiable, it is entitled to either store the goods, at the sender/consignee's cost, or to return them to the sender, for account and risk of contractor.

FIFTH-OBLIGATIONS:

NNRMX shall be liable for accurate and conscientious organization of the transport order. Always with written instruction. NNRMX shall be liable for any damage resulting from the non-performance of contract obligations, only when instructions are clear and/or shipper/consignee proof any damage. NNRMX is responsible for the choice and instruction of the contracted sub-agents as carriers, forwarding agents, warehouse-operators, etc. but shall be relieved from liability, if the choice has been done carefully and the received transport instructions have been transmitted to the sub-agents in accordance with the transport order. In that case, NNRMX may relinquish its rights against responsible sub-agents to the customer. Any direct legal action against NNRMX's employees, whether regular or temporary, for loss or damage to the goods, shall be possible only within the limits provided for in clauses tight and sixth herein. In case of joint legal action against NNRMX and its

employees, whether regular or temporary, the maximum indemnification shall not exceed the limits provided for in clause sixth hereafter.

SIXTH-LIMITED LIABILITIES:

NNRMX's liability as forwarding agent, in any case, shall be limited. The compensation shall not exceed amount, that the carriers, trucking companies, rail companies, airlines, warehouses or any third part acting as logistics suppliers, that they take against us. The liability is regulated according to:

- a) The Mexican Law named "Ley de Caminos, Puentes y Autotransporte Federal" when Service based by trucking services.
- b) Mexican Law "Ley de Navegación y Comercio Marítimos" in regard to Logistics Operator.
- c) The legal provisions including the regulations of the commercial code, civil code from Mexico in which is goods are transported and has registered office, except for those legal regulations dealing with the settlement of claims based on work and labor contracts.
- d) The regulations of the Warsaw Convention (for the unification of certain rules relating to international carriage by air) as well as the Montreal Conventions incl. all additional protocols.
- e) The terms and conditions of the FBL (FIATA Multimodal Transport Bill of Lading) and FCT (FIATA Forwarder's Certificate of Transport) and/or the ICC publication n° 298 of the International Chamber of Commerce of Paris and every additional document as long as same has been approved by the Insurers. Furthermore the Insurers shall indemnify any claim according to the conditions of the FBL, provided the Insured cannot successfully invoke an exclusion or limitation of his liability as stated in one of the aforementioned documents.
- f) The Hague-Visby Rules (international convention for the unification of B/L rules) or, if not applicable, the Hague Rules.
- g) The COGSA conditions for the USA.

SEVENTH-DEBARMENTS OR EXCLUSION:

NNRMX shall not be responsible for loss, damage or expenses, such as loss of profit, loss of clients, claims for losses due depreciation and conventional fines, exchange rate fluctuations, increased levies or taxes by authorities whatsoever caused. NNRMX can, by no means, be liable, if occasioned by one or more of the following circumstances:

- a) The negligence of the client or his authorized representative.
- b) The lack of, or defective packing, markings or stowage insofar as NNRMX has not executed the packing, markings or stowage. NNRMX shall also have no liability for packing of goods, of which it cannot verify the contents.
- c) War, rebellion, revolution, insurrection, usurped power or confiscation, nationalization or requisition by or under the orders of any government or public or local authority.
- d) Damages caused by nuclear energy.
- e) Natural disasters.
- f) Acts of God.
- g) Act of robbery.
- h) Circumstances which NNRMX could not avoid and the consequences of which it was unable to prevent.
- i) Inherent vice and nature of goods.
- j) Any other acts when NNRMX is not responsible and/or not mentioned above.

NNRMX shall not be liable for loss or damage to goods, unless such loss or damage occurs whilst the goods are in actual custody and control of NNRMX. NNRMX shall not in any circumstances be responsible for damages which are attributable to delay in delivery. NNRMX shall not be liable for any damage caused by rodents and insects unless the client is able to give evidence that NNRMX has not complied with the usual protective measures. NNRMX can, by no means, be liable if the goods have been carried by the client or his representative. NNRMX shall not be liable for consequences of loading and unloading operations which it has not performed. NNRMX shall not be liable under any circumstances for any loss, damage or expense arising from or in any way connected with numbers, contents, weight, marks or description of any goods. NNRMX shall not be liable in respect of any consequential loss or damage, such as loss of profit, loss of client, depreciation or conventional fines.

EIGHTH-INSURANCE:

NNRMX does not provide insurance to cover loss or damages during transportation, storage, carriage or handling of the goods unless written order by customer (shipper or consignee or both) to arrange with insurance company the policy. In case of customer request insurance cover, NNRMX shall do so when customer accepts terms and conditions of policy with premium fee. NNRMX will act as an agent only and every claim must be show to insurance company following their procedures. Should an insurance coverage be taken, the general conditions for carriage, as well as the related clauses, of local insurance market shall apply to carriage and/or storage insurance.

NINTH-TERMS OF PAYMENT:

Payment to NNRMX is due against invoicing or according credit terms, right on the date of expiry of the credit deadline. NNRMX is entitled to collect his dues on the goods at the time of delivery or as condition to delivery. Except when credit is applicable and the payer has not backlogged debts. NNRMX will have the rights to general and particular lien and pledge of the carried goods if cannot get payment or this was refused who has liability to pay.

TENTH-CUSTOMER'S LIABILITY:

NNRMX a is not allowed to advance taxes, customs duties or freights in favor of third parties, unless clear instructions have been given by the customer as shipper or consignee in favor of third parties. Should the consignee refuse to pay these taxes, duties, charges or freights, the customer remains liable against NNRMX. In the case of such instructions from consignee, the customer can be held responsible for these taxes, duties, charges or freights and any other surcharge related with services contracted.

ELEVENTH-EMPLOYEES LIABILITY:

In case of loss or damage by NNRMX's employees any action against NNRMX must be with limits on sixth clause. Also indemnification must be with limits on that sixth clause in case of loss or damage caused by NNRMX's employees Twelfth. Forfeiture and period of limitation and set-off

- a) Upon delivery, the consignee shall check the condition of the goods, the quantity, the number and weight of packages and shall immediately report any apparent defects and missing items. Should any irregularity or missing item not be immediately apparent, the consignee shall send due reservations in writing within 48 Hours after delivery. Otherwise, any claims directed against NNRMX shall be forfeited.
- b) In addition, the period of limitation for any action against NNRMX shall be one year as from the date of delivery, effective or planned, of the goods to the consignee. c) Claims due to NNRMX for carriage and storage services, including costs and expenses, may by no means be set-off against other claims.

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