

CONSIGNMENT NOTE.

The following terms and conditions govern the contractual relationship between THE CARRIER, THE SHIPPER and THE CONSIGNEE. The absence of signatures shall not affect the applicability of the provisions of this consignment note. The contract shall be legally bound, when each the parties accept the conditions imposed or performs one of the appropriate actions for the transfer or receipt of the goods being transported.

DEFINITIONS:

- a) **TRANSPORT:** The totality of the operations and logistics services provided, or to be executed by or on behalf of THE SHIPPER or THE CONSIGNEE of the goods.
- b) **CARRIER:** The company individualized on the front of this document, as the issuer of this Consignment Note, obliged to transport the goods on behalf of either, THE CONSIGNEE or the SHIPPER from one place to another, according to the rates stated therein.
- c) **CONSIGNEE:** Person or company established in this document as the recipient of the goods or who acquires this quality by endorsement or other form of transfer of the consignment note.
- d) **SHIPPER:** The person who sends or puts the goods at the disposal of the CARRIER in order to be transported from its origin to destination, and under the conditions established this document.
- e) **CHARGES:** Any sum that must be paid by the SHIPPER or THE CONSIGNEE in favor of THE CARRIER, such as: freight, delays, false movements, expenses, fines, breakdown, insurance, additional protections to the cargo, or any other sum incurred as a result of the transport of the goods supported by the consignment note.
- f) **EQUIPMENT:** Any unit, trailer, tank, vehicle, platform, pallet, package, platform, or other kind of items containing the goods.
- g) **MERCHANDISE:** Property or cargo to be transported, described on the front of this consignment note.
- h) **CARRIER:** Person or company duly authorized for the transport of goods, contracted by THE CARRIER to provide transport services.
- i) **ADDITIONAL CARGO PROTECTION:** Additional "ALL RISK" protection service in case of damages and losses available under express request of THE SHIPPER or THE CONSIGNEE, by paying an additional fee.

THE CONSIGNEE and THE SHIPPER shall be jointly and severally liable to THE CARRIER, whether separately, jointly or indistinctly, for the performance of each and every one of the obligations contracted in accordance with the provisions of this consignment note.

1.- INFORMATION. THE SHIPPER undertakes to provide to THE CARRIER before the delivery of the goods for transport, the name and address of the consignee, the place of delivery or other data, as well as the information necessary to identify in the best possible way, the nature, value, number, weight, volume and characteristics of the goods. Likewise, it shall provide the necessary documents, such as certificates, licenses, permits and any other that allows its transport without any obstacle or impediment, as well as informing any special conditions or necessary precautions to be taken into account for the transport of the goods. Such information shall be noted on the front of this consignment note. THE

CARRIER shall issue proof of receipt of the cargo, which shall be given to THE SHIPPER; the original of the consignment note letter should be requested.

The content, weight, number, marks and other data are provided by THE SHIPPER, therefore, it is clearly established that the CARRIER is not responsible for errors in the delivery of erroneous packages, address or destination, nor by, hidden damages, natural spoilage, inherence vice, deterioration by rodents, breaks, spills, losses or breakdowns produced by insufficiency of packaging or its poor quality, nor by effects of contact or proximity with goods of another kind, losses, breaks or deterioration of glass, cast iron objects, machinery, furniture, earthenware or any object of fragile or perishable nature. In the event that any excess in the weight or in the declared measure is determined, its remainder will be charged before delivering the goods or after it, at the discretion of THE CARRIER. Omissions: THE SHIPPER shall be liable for damages arising from the packaging, loading, security and blocking of the goods or for lack of information, documentation, inaccuracy or omission of the declarations to be made, and for damages arising from hidden defects in the packaging. For this reason, THE SHIPPER must deliver to THE CARRIER the equipment sealed with the respective security seal, with the cargo duly packaged, secured and protected, as well as duly identified, packaged, and labeled according to the established requirements and its nature. In case of failure to comply with these requirements THE SHIPPER agrees to defend THE CARRIER and compensate it for the damages that concur for the aforementioned reasons and hold it harmless from all responsibility.

Hazardous materials: The shipment of gunpowder, dynamite, fulminants, benzene, acids or other explosive, flammable or toxic substances shall not be permitted and strictly prohibited, unless prior and specific arrangements have been made for their transport, subject to the necessary security measures and permits granted by the competent authorities of the sector; any person who sends this type of goods without due notification and authorization to the SHIPPER, shall be liable for any damages caused without prejudice to other corresponding criminal and civil liabilities as well as for the omission of information, erroneous declaration, classification, or absence of labels establishing the nature of the product in accordance with the corresponding regulations. As a consequence, THE CONSIGNEE and /or THE SHIPPER agrees to protect, indemnify and defend THE CARRIER against any damage to the cargo or any other property, as well as any fines and penalties generated.

Unapproved Goods: The goods listed below are NOT approved for transport, unless THE CARRIER states otherwise in writing. In this case, they shall be transported exclusively at the expense and solely risk of THE SHIPPER or THE CONSIGNEE.

Accounts, invoices, proof of debt, legal instruments, negotiable documents, payable stamps, securities, bullion, money, bank notes, coins, chaques, credit cards, bonds, iron or steel products (pipes, sheets, coils, bars, rods), perishable products, live animals, antiques, works of art, microchips of any kind and nature including computers, stamps, jewelry, furs, watches and their parts, precious metals and stones.

In the case of damage or loss of the goods, THE CARRIER will only respond in case of proven negligence in the handling of the goods, in accordance with the limitations and conditions established herein. The goods are received with the following express condition: In case of not being able to be shipped due to lack of equipment, vehicles, or any cause not attributable to THE CARRIER, it will remain at your disposal, account and risk, for a reasonable period of seventy-two (72) hours, until its final shipment.

2.- CLOSED EQUIPMENTS. When the SHIPPER sends the goods in equipment or full load truck (FLT), will have the following rights:

2.1. Seal the container/trailer by itself or have them sealed by the CARRIER.

2.2. Break the seals in the presence of an authorized person to receive the cargo, and for an employee authorized by the CONSIGNEE.

The CARRIER may open the equipment before reaching its destination to comply with governmental regulations, in this case the respective employee shall examine the seals before they are broken and will take account of their condition and their number, issuing a document stating such these requirements and the number of the new seal(s). In these cases, the CARRIER will only be liable for the integrity of the equipment and seals.

3.- FREIGHT AND RATES. All freight shall be paid in advance. THE SHIPPER and THE CONSIGNEE expressly undertake the terms and conditions of this Consignment Note, even in the absence of its signature, and any prior agreement or communication related to the shipment shall have no effect and will be superseded by these terms and conditions. THE CARRIER undertakes to transport the goods entrusted by THE SHIPPER to the established destination in accordance with the terms and conditions of this consignment note as soon as possible. It is undertaking between THE SHIPPER and THE CARRIER that the established delivery times will be estimated due to the unpredictable nature of the transportation services. The CARRIER may refuse to transport the goods when it is evident their visible poor condition, poor packaging, or other circumstances that may constitute an imminent danger, until the requirements from the applicable regulations are met. The CARRIER will be exempted from any liability in the event of the breach of full compliance, including expenses or fines generated by delay.

THE SHIPPER has the following freight options available at its disposal:

3.1- BASIC RATE. THE SHIPPER or THE CONSIGNEE, may choose to apply the minimum or reduced rate at the time of booking. In this case, it is fully understood that the liability of THE CARRIER as well as of the subcontracted third parties for the transport of the goods, in any event, will be limited to USD \$500.00 per equipment (trailer or container), taking into consideration the application of such tariff, since THE CARRIER does not know the content of the cargo and its replacement value.

3.2.- FREIGHT: GENERAL OR FULL VALUE: *Only when* THE SHIPPER or THE CONSIGNEE opt for the general or full rate, THE CARRIER and the subcontracted third parties for the land transport of the goods shall respond in accordance with the provisions of this consignment note; and only in the event of a conflict of regulations, by the legislation applicable to the specific movement, and, by the proven negligence of THE CARRIER up to the limit of liability in accordance with the amount declared and duly paid by the SHIPPER. In any case, THE CARRIER is not responsible, under any circumstances, for the total or partial loss of the effects transported nor for the damages suffered by loss or delay, for the reasons expressly excluded in clause 9 below, including but not limited to: (a) vice of the thing; (b) its special nature; (c) fortuitous event; (d) force majeure; (e) natural disasters; (f) strikes; (g) sabotage; (h) detention; (i) arrest by governmental authority; (j) liens by court orders (k) Ordinary exclusions from insurance policies (l) facts or instructions of the SHIPPER or CONSIGNEE.

4.- ADDITIONAL CARGO PROTECTION.

THE SHIPPER or CONSIGNEE may require to the carrier in writing, additional cargo protection ALL RISK against damage and loss according to the value of the goods. In this case, THE SHIPPER or THE CONSIGNEE will be responsible for the fees and expenses generated as a result of this additional service for the coverage selected and provided.

This service is subject to specific conditions, limitations and exclusions, which are available to THE SHIPPER or THE CONSIGNEE upon request.

When THE SHIPPER and THE CONSIGNEE decline the service of additional protection of cargo against damage and loss, the liability of THE CARRIER will be determined in accordance with the freight rate chosen and the regulations established in this consignment note.

In cases where the security service or armed guards is offered by the CARRIER but rejected by the SHIPPER a deductible may be applied to the "ALL RISK" policy. It is fully understood that the deductible will be at the expense of THE SHIPPER.

5.- DELIVERY. The cargo shall be unloaded and/or delivered at the expense and risk of the CONSIGNEE, either at the established place or at the final destination of the cargo or the customs office at destination, at which time the responsibility for the cargo is transferred to the consignee or authorized receiver. In special cases, delivery may be made and certified either through the customs authorities or through the inspector designated by both parties for that purpose. All additional expenses incurred shall be borne to the SHIPPER.

Acknowledgement: Whoever assumes the status of consignee must receive the goods within twenty-four (24) hours, from the time the carrier makes them available to it, and provided that, they meet the conditions indicated in the consignment note. Said consignee must open and recognize the goods at the time of their receipt if THE CARRIER requests it; if the SHIPPER/CONSIGNEE refuses to do so, THE CARRIER shall be exempt from liability that does not come from fraud or malice. Once the cargo has been delivered, claims will not be accepted but under the conditions expressed in this consignment note.

Claims: Unless exists written notification of loss or damage to the CARRIER before or immediately after the delivery of the goods to THE CONSIGNEE, such delivery will be considered satisfactory by the CONSIGNEE, under the conditions described in the consignment note. Claims against THE CARRIER shall be submitted for adjustments and recovery. If the loss or damage is not apparent, this notice must be made within twenty-four (24) hours of receipt of the charge. After the term expressed and paid the freight to the carrier, no claim will be admitted against THE CARRIER.

If only a part of the goods is damaged, the CONSIGNEE must receive the part undamaged, provided that separated from the damaged, does not suffer serious decrease in its value. In any case, the CARRIER will be exempt from any action against it arising from the carriage of the goods, unless the legal action is initiated and notified within six (6) months from the date on which the goods arrived or should have arrived at their destination.

6.- CLAIMS PROCESS. All claims must be made online to crowley's CARGO CLAIM department through the following link: <https://www.crowley.com/logistics/resources/cargo-1st-report-of-loss-damage/> Phone +1 904 727 4266 accompanying the following documentation:

- a.- Original or copy of commercial invoices:
- b.- Original or copy of the packing list.
- c.- Original of the consignment note.
- d.- Certificate of damages.
- e.- Manifest / delivery documents that evidence the damages or losses and the weight of the shipment when being delivered at its destination; If applicable, a copy of the certificate of insurance of "Excess of Declared Value".

The Cargo Claims Department of THE CARRIER reserves the right to request from THE SHIPPER or THE CONSIGNEE any other document that is required to process the claim for damages or losses of the goods.

No claim that is not supported by all the documentation requested in this consignment note will be accepted.

7.- EQUIPMENT AND EXTRA CHARGES: The SHIPPER and the CONSIGNEE shall load, unload and return the equipment provided by the CARRIER for the transport of the goods with due promptness. Likewise, THE CONSIGNEE must take possession of the goods regardless of their condition. THE SHIPPER and THE CONSIGNEE shall be liable, in the same terms indicated above, for any damage or loss of equipment, as well as for any fines, expenses or extra charges for late return or outside the period without charge granted by the CARRIER for the loading or unloading of the goods. All costs that may arise in this regard shall be payable in United States Dollars (USD) by THE SHIPPER to THE CARRIER.

8.- APPLICABLE JURISDICTION, ARBITRATION. THE CARRIER, THE SHIPPER and THE CONSIGNEE expressly declare to waive their right to submit disputes related to this consignment note before the courts of law, and ordinary jurisdiction, thus, they express their unequivocal and irrevocable will to submit any dispute, controversy or legal claim arising as a result of the execution of this contract, through the commercial arbitration process in accordance with the Arbitration Rules of the Chamber of Commerce of the country in which this Consignment Note was issued, which is entrusted with the administration of the arbitration process. It will be developed at the headquarters of the Center, the language will be Spanish; before an Arbitral Tribunal constituted by three (3) arbitrators appointed as follows: one arbitrator selected by THE SHIPPER, another by THE CARRIER, and the other by the commercial arbitration chamber, who together shall resolve the dispute according to law, being the final award binding for the parties.

9.- EXCEPTION OF RESPONSIBILITY/ LIABILITY. The CARRIER shall not be liable for damages, loss, delays or failure in performance, acts of governmental authorities, fumigations of the product, occurring at any time, including before and after the loading of the trailer / container or during any trip; arising from or resulting from the case and / or threat and / or after the effect of one or more of the following: Acts of God, acts of war, defects of the merchandise, hidden damage, thefts, hijackings, or mysterious losses, force majeure, pandemics, quarantine restrictions, embargoes, acts of public enemies, assaults, pirates, invasions, imprisonment or detention of princes, governors or other persons, detention under a legal process, act or omission by the SHIPPER, its agents or representatives, strikes, civil demonstrations; acts, negligence or defects of the SHIPPER or other employees of the SHIPPER in the transport of the goods. THE CARRIER shall not be liable in any case for loss or damage, or for the loss, or errors in the delivery of the goods beyond the limitations established in this consignment note, the laws, and international conventions applicable to the specific case, in the absence of the declaration of the value of the goods by THE SHIPPER or THE CONSIGNEE.

Under no circumstances shall THE SHIPPER, THE CARRIER or THE CONSIGNEE be liable for indirect, special, incidental, eventual damages, loss of profits, consequential damages, commercial penalties, loss of use of property, delays, or causes generated due to pandemics, even if such losses were foreseeable and as a consequence of the parties' default.

10.- RIGHT OF RETENTION. THE SHIPPER and THE CONSIGNEE acknowledge that THE CARRIER shall have a right of retention without the need for any judicial intervention, on the goods and any documents relating thereto, including any equipment either owned or leased by any of them, to obtain payment of any sums due under this contract or any other prior contract or undertaking, in which either the SHIPPER or the CONSIGNEE was involved in part or otherwise, including, but limited to, other charges such as delay, fines and the cost of recovering such sums, including attorneys' fees.

11.- REFRIGERATED CARGO: THE CARRIER will not be liable for damages or losses caused as a result of temperature fluctuations unless they are generated for more than 24 consecutive hours, above or below 5 degrees Fahrenheit, in accordance with the Booking information provided by the SHIPPER and the nature of the product. THE CARRIER may provide containers with recording and temperature control devices if expressly requested by THE SHIPPER at the time of booking. In cases where THE SHIPPER does not make the express request for refrigerated equipment it is understood that a dry container is appropriate for the transport of the goods. THE CARRIER shall not be liable for the operation of refrigerated containers that are not its property or for defects not detectable in the exercise of due diligence.

Carta de Porte - Free Translation.