

## **TERMS AND CONDITIONS STATEMENTS**

**(English versión is for reference purposes only – Spanish versión will be enforceable)**

1. This document exclusively regulates all relations between THE CLIENT and MANUPORT LOGISTICS PERÚ S.A.C., hereinafter MPL PE, which are understood to be accepted from the moment the CLIENT makes a request for services to MPL PE by any means accepted by the parties.
2. It is understood that THE CLIENT is a natural, legal or legal person with the legal capacity to contract the services of MPL PE.
3. It is understood that MPL PE is a natural person, legal entity or entity, with legal capacity to contract and provide the services described herein either as an agent or principal, as the case may be.
4. The legal responsibility generated by this document is assumed by THE CLIENT and MPL PE, and in the case of companies that are not incorporated in accordance with the law or that are or have a defect of nullity, by the natural persons who represent or conform them.
5. The parties agree that when using electronic communications to negotiate any matter, in whole or in part, such communications have full legal validity.

### **DEFINITIONS.**

1. The definitions described here are illustrative, but not exhaustive.
2. For the purposes of this document, the following definitions apply:
  - 2.1. CUSTOMER. Any person, individual, legal entity or entity, that requires the provision of MPL PE services, whether in terms of consulting, advice, logistics in transportation, storage, distribution, management and handling of cargo and national and international goods or goods.
  - 2.2. INTERNATIONAL FREIGHT FORWARDER. Any natural or legal person that acts as a multimodal transport operator subject to the laws of the matter and that provides consulting, advisory, logistics services in international transportation, transportation, storage, distribution, management, consolidation and deconsolidation and handling of international cargo and goods acting as AGENT or PRINCIPAL, issuing documents specific to its activity, such as bills of lading, Air waybill, land waybill, receipt certificates, and the like.
  - 2.3. CONSIGNEE. The receiver of the goods and/or holder so indicated in the Bill of Lading and/or any natural or legal person who is the owner or has the right to possession of the goods because they are directly manifested in their name or who acquires them by endorsement, having a present or future interest in them.
  - 2.4. MERCHANDISE OR GOODS. Things or articles that are capable of being transported and classified in the tariff nomenclature and that can therefore be subject to customs procedures.
  - 2.5. DANGEROUS GOODS. Those that are established with such quality by the National or International Standards on Maritime, Air, Land, etc., as well as those that may be or become dangerous, flammable or of a radioactive nature, or that damage themselves or other property; or goods that are packaged in a dangerous manner, goods that may harbor or give rise to vermin or other pests, goods that due to legal, administrative or other obstacles such as transportation, unloading or other situation are stopped or cause another person or property to be detained; empty containers that were previously used for the transportation of dangerous goods, with the exception of

those who have become safe for them; and goods that are considered dangerous or risky by any authority.

2.6. CONSOLIDATED MERCHANDISE. Grouping of goods belonging to several consignees, gathered to be transported from one port, airport or land terminal to another port, airport or land terminal, in containers or similar, as long as they are contained in the same transport unit.

2.7. TRANSPORT UNIT. Packing box, pallet, container, trailer, vessel, or any other mechanism used for and in connection with the loading of goods by land, sea, or air.

2.8. SERVICES. Any business undertaken or advice, information or services provided by the FREIGHT FORWARDER.

2.9. REQUEST FOR SERVICES. Document or order, whether written, telephone or electronic, sent by any means from THE CLIENT to the FREIGHT FORWARDER for the provision of services.

2.10. CONDITIONS. It refers to the provisions set out in this document and its annexes.

2.11. ANNEXES. Any document that applies and governs with respect to the contracting of the SERVICES.

2.12. AUTHORITY. A duly constituted administrative or legal person who acts within its legal powers and exercises jurisdiction within any nation, state, municipality, port or airport.

2.15. COGSA, to the transportation of goods pursuant to the Treaty of the Sea of the United States of America, approved on April 16, 1936.

2.16. COGWA, to the transportation of products pursuant to the 1936 Canadian Water Treaty.

2.17. WARSAW CONVENTION. It is the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Warsaw on 12 October 1929, and amended by the Hague Protocols of 1955 and the Montreal Protocol of 1995.

2.18. UNCTAD. United Nations Conference on Trade and Development.

2.19. FIATA (International Federation of Freight Forwarder's Association)

2.20. MAIN. Transportation service provided directly by the FREIGHT FORWARDER.

2.21. AGENT. Services that are offered by contracting or providing third parties in favor of the CLIENT.

2.22. FARE. Cost of services quoted by FREIGHT FORWARDER.

2.23. CARRIAGE means all operations carried out and all services rendered by the carrier or on its behalf in respect of the goods.

2.24. COMBINED Transport applies in cases where the carriage in this Transport Document is not a Port-to-Port Shipment.

2.25. MANDATE. Action in which the CLIENT entrusts the management of one or more businesses to the FREIGHT FORWARDER to take charge of them on behalf and at the risk of the former.

## **GENERAL CLAUSES:**

### **GUARANTEE**

The Holder warrants that in accordance with the terms hereof, he, or his agent, or any person having a present or future interest in the Goods shall be deemed to be a Holder. The Holder shall be the person in possession or authorized to possess the Goods.

### **NEGOTIABILITY AND OWNERSHIP OF GOODS**

(1) This Bill of Lading shall be Non-Negotiable unless issued "to order", in which case it shall be negotiable and shall constitute a Title to the Goods, the bearer being authorized to receive or transfer the goods described herein.

(2) This Bill of Lading shall be sufficient prima facie evidence of the Carrier's liability for the Goods described herein. However, evidence to the contrary will not be admissible where this Bill of Lading has been negotiated or transferred, out of consideration to a third party acting in good faith.

### **CERTAIN RIGHTS AND IMMUNITIES OF CARRIER AND OTHER PERSONS**

(1) The Carrier shall be entitled to subcontract under any term all or part of the transportation.

(2) The Holder agrees not to make any claim or allegation against any person or vessel other than the carrier, including but not limited to: The agents and employees of the carrier, any independent contractor or its agents and employees, or any third party directly or indirectly managing, performs or is responsible for all or any part of the carriage provided that such claim or allegation does not impose, or purport to impose, on such person or vessel any obligation in relation to the Goods or the carriage. If, in spite of this, any claim or allegations are made, the carrier will be defended, indemnified and held harmless against the consequences of such claim. Notwithstanding the foregoing, the persons and vessels in question shall enjoy the benefits indicated in the provisions hereof which favour the carrier, as if such provisions were expressly given for the purpose of granting such benefit. In entering into this contract, the carrier shall, by virtue of the provisions contained herein, act not only on its own behalf, but also as agent or trustee of such persons and vessels, such persons and vessels being deemed to be parties to this contract.

(3) The Holder shall defend, indemnify and hold harmless the carrier against any claim or obligation (and any expenses arising therefrom) for the Carriage of Goods, if such claim or obligation exceeds the carrier's liability as specified in this Bill of Lading.

(4) The defenses and limits of liability set forth in this Bill of Lading apply to any legal action brought against Carrier, whether the action is based in contract or in a non-contractual tort.

### **OF SERVICE REQUESTS.**

1. The parties expressly agree that the services referred to in this document relate to the goods determined by THE CUSTOMER in the requests for services that it sends to MPL PE.

2. In order for a request for services to be understood to be included within the stipulations of this document, it must be sent to MPL PE by any of the means indicated in this clause and be accepted by it, expressly or tacitly.

3. Requests for services may be made in writing, by telegraph, fax, modem, letter, e-mail, or any other electronic or printed means that allow an understanding between the two parties.

#### **OF THE CLIENT.**

1. The CLIENT confers on MPL PE in general, unless otherwise agreed:

1.1. Mandate without representation to contract the transport of the goods determined in each of the service requests, on behalf of MPL PE, but on behalf of the CLIENT.

1.2. Mandate with representation to contract insurance that covers the risks of the goods whose transit is entrusted, in accordance with the stipulations of this contract and provided that the CLIENT has provided what is necessary for this contract, under the terms and conditions known and accepted by him.

1.3. Mandate with representation to deliver the goods on behalf of the CLIENT under the terms and conditions indicated in the instructions given by the CLIENT.

2. THE CLIENT shall have the following powers and obligations:

2.1. THE CLIENT will request, through the request for services to MPL PE, the provision of the same, entrusting the planning, control, coordination and direction of these to its counterparty, by means of pertinent and executable instructions.

2.2. The CLIENT warrants that he/she is either the owner or the authorized agent of the rightful owner and also that he/she accepts these clauses not only on his/her behalf, but also as an agent for or on behalf of the owner.

2.3. THE CLIENT shall truthfully provide to MPL PE all information relating to the description, value, quantity, volume and weight and other characteristics of the goods subject matter of the services hereunder and guarantees that information of any kind related to the general and dangerous nature of the goods or merchandise, its description, barcode, markings, number, weight, volume and quantity, as supplied by the CLIENT or the person on its behalf, is complete and correct at the time MPL PE, or third parties whose services were engaged, took the goods into custody. The CLIENT agrees to provide independent confirmation of such details as requested by MPL PE.

2.3.1.1. In the event of concealment or falsification of data, THE CLIENT will assume full and absolute responsibility for what arises, including but not limited to, the damages caused to MPL PE and third parties, expenses and other economic benefits generated, as well as the obligation to declare when dealing with goods considered dangerous and comply with the laws issued for this purpose.

2.4. The CLIENT shall be deemed to have reasonable knowledge of matters affecting the conduct of its business, including the terms of purchase and sale, the need for insurance and the extent of coverage available for the type of goods to be disposed of for transport, the need to prevent the transmission of viruses by means of electronic communications, the need for confidential handling of information related to high-value goods, and other related issues.

2.5. THE CUSTOMER must provide MPL PE, no later than the time of delivery of the goods, with all the relevant information and documentation for transport in any contracted modality, which must contain at least: the name and address of the consignee, the place of delivery, the nature, the value, the number, the weight, the volume and the

characteristics of things, as well as special conditions for loading and when goods have special packaging or technical distribution.

2.6. THE CLIENT may provide MPL PE with the information necessary to determine the routes, mode and means of transport of the goods determined in the requests for services made by the CLIENT. THE CLIENT shall assume full responsibility for the adequacy of his/her instructions and/or the choice he/she makes of such routes, modes and means. Likewise, you will be responsible for any damage caused by the use of such a route, mode or means, provided that when you select it MPL PE you have complied with your instructions.

2.7. The CLIENT shall inform MPL PE, no later than at the time of delivery of the goods, of all the data necessary to carry out the relevant customs formalities for export or import, in accordance with the applicable legislation and shall be responsible for all duties, contributions, taxes and taxes in general, to which the goods are subject, including fines, blackberries and similar derivatives thereof. Such liability shall be waived in the event of proof of fault or negligence on the part of MPL PE.

2.8. THE CLIENT must give written instructions to MPL PE within a reasonable time before the goods are available for storage or transportation when the latter requires: 1.- Arrange for the departure or arrival of the goods before the specified dates, 2.- Arrange for goods to be transported, stored, or handled separately, 3.- Arrange for the transport of goods that could contaminate or affect other goods or that may host or cause pests, vermin or pests or that for any reason endanger public health, 4.- Make a declaration of value or special interest to be delivered to any carrier or terminal.

2.9. On instructions to MPL PE, THE CUSTOMER may transfer the stored goods to third parties together with the right to dispose of them.

2.10. THE CLIENT may, at any time, modify the conditions of transport for which MPL PE is entrusted, or those of any of the other procedures related to the dispatch, receipt, import, export or handling of the goods. Such modification must be made by any of the accepted means for formulating requests for services. In these cases, MPL PE may accept or reject the modifications. In the event that it accepts them, it must act in accordance with the new instructions and do everything in its power to modify the contracts that have been concluded; if these cannot be changed, MPL PE will notify the CLIENT of such circumstance without involving its liability. In rejecting the contract, MPL PE must state, orally or in writing, the reasons why it considers that the conditions of contracts already concluded or to be concluded should not be changed; in this case, the initial instructions will continue to apply.

2.11. Any additional costs generated by the change arranged by the CLIENT will be assumed by the latter.

2.12. THE CLIENT expressly authorizes MPL PE to delegate the provision of the requested services in whole or in part. In the event that the transport commission is delegated, the intermediary commission agent shall assume the obligations entered into by MPL PE in relation to the contracting of the transport.

2.13. The CLIENT shall have the right to inspect, by himself or through an intermediary, the goods while they remain in the custody of MPL PE during working hours, submitting to the instructions given by MPL PE while they remain under its care, for which purpose the latter may appoint a representative.

2.14. THE CLIENT undertakes in particular to:

2.14.1. Report the value of goods whose transit is entrusted to MPL PE. This value must specify the unit F.O.B. price of each species transported, its quantity and quality, the value of taxes, packaging, freight, insurance and other expenses that may be incurred.

2.14.2. Receive or have the goods received at the place indicated to MPL PE in the request for services.

2.14.3. Prove to MPL PE, the carrier or the customs authorities, and of any kind, when any of them so requires, the ownership of the goods or the right to dispose of them.

2.14.4. To pay, at the time of requesting the services, the value of the services provided to it and any other sums owed to MPL PE, in accordance with the rates established by the latter, in accordance with the relevant chapter.

3. Packaging and handling of merchandise by the CLIENT.

3.1. If MPL PE receives from THE CUSTOMER, the goods or goods already stowed in a transport unit, it shall be the responsibility of THE CUSTOMER that the transport unit is in good condition and suitable for the transport of the cargo of goods to the planned destination.

3.2. If a transport unit, whatever it may be, was not packed, stowed, or accommodated by the MPL PE, the MPL PE shall not be liable for any loss or damage to the contents thereof if caused by: (i) the manner in which the transport unit was packed or refilled; (ii) the unsuitability of the contents for transport in that unit; (iii) the unsuitability or defective condition of the transport unit, considering that, if the transport unit was provided by or on behalf of MPL PE, this paragraph shall only apply if the unsuitability or defective condition (a) arose without negligence on the part of MPL PE or (b) if it would have been apparent under reasonable inspection by the CUSTOMER, owner or representative of either or (c) if it arose as a result of the particularities of the goods, and such particularities were not notified to MPL PE; or (iv) the transport unit was not sealed at the commencement of any transportation.

3.3. To do so, the CLIENT must deliver the goods properly prepared, packed, packed, marked and labeled. THE CLIENT guarantees that the preparation, packaging, packaging, marking and labeling of the goods is suitable and sufficient for any handling or operation affecting them. Exceptionally, MPL PE may accept instructions from the CLIENT for the preparation, packaging, packaging, marking and labeling of the goods. In this case, the CLIENT will be responsible for ensuring that such instructions are sufficient and clear for any person engaged in such activities to carry them out and that, if followed, the goods will withstand any manipulation or operation that affects them.

3.4. THE CLIENT shall be strictly liable for any loss, damage or breakdown caused by improper or insufficient packaging carried out directly by the CLIENT himself or on his behalf, by a person other than MPL PE.

4. Special Conditions. Even if MPL PE accepts the CLIENT's instructions to collect freight, taxes, charges, accounts payable or other expenses, upon receipt of an appropriate request by MPL PE and in the absence of evidence of payment (for any reason) by the consignee, or other person, it is understood that the CLIENT remains responsible for such freight, taxes, fees, accounts payable, or other expenses.

#### **FREIGHT FORWARDER MPL PE**

1. MPL PE shall have the following powers and duties:

1.1. Receive the instructions from the CLIENT, contained in the request for services.

1.2. To receive the goods specified in the service requests accepted by him, provided that they are attached to the specifications indicated therein.

1.3. Provide the CLIENT with the necessary advice for the planning, control, coordination and management of the transits entrusted to it.

1.4. Conclude the contract for the carriage of the goods in their own name, in accordance with the instructions given by the CLIENT.

1.5. MPL PE offers its services based on these clauses, which are applicable to any activity and/or service that it offers or processes, in relation to the transportation of goods or the provision of services related to them, such as storage and any other type of logistics services.

1.6. MPL PE undertakes to receive the goods determined by the CLIENT in the request for services, the transport of which has been entrusted to it under the terms of this document and will only verify the apparent condition of the goods it receives and, eventually, their packaging, so it will not be responsible for the content of the transport units.

1.7. If the goods delivered or their packaging appear to be defective or in poor condition, MPL PE must notify the CUSTOMER in a timely manner so that the necessary measures can be taken. If it does not do so in due time, MPL PE must make the note in the respective transport document, keep the documents and prepare a written declaration stating this circumstance, thus demarcating its responsibility.

1.8. MPL PE undertakes to provide the services of planning, projecting, coordinating, monitoring, controlling and directing all the operations necessary for the transfer of the goods or merchandise described in this document, the different means of transport, as well as the handling, deposit of the goods to the place of destination so requested by the CLIENT, set out in the annexes to this document.

1.9. MPL PE must take reasonable care in the performance of its duties, including the selection and instruction of third parties who provide its contracted services on behalf of the CLIENT, and must perform its duties with a reasonable level of care, diligence, skill and judgment.

1.10. MPL PE may reject all or part of the requests for services, within 3 (three) days following receipt of the same. In the event of silence, these shall be deemed to have been rejected. In the event that a request for services is rejected by MPL PE, THE CLIENT may contract the same services as this contract with any other person.

1.11. Similarly, if MPL PE has not received the CLIENT's request and is notified by third parties of the shipment of goods or goods as a consignee for the handling of the same, the CLIENT may reject the merchandise by notifying the corresponding authorities of such refusal, as a prevention for the shipment of prohibited goods.

1.12. In the event that MPL PE has to carry out acts of conservation of the goods shipped, THE CUSTOMER will be responsible and will pay the costs involved.

1.13. MPL PE must supervise the movement of the goods by the means it deems appropriate, having the duty to notify the CUSTOMER of any anomaly that may arise in the execution of the same and may modify the conditions of transport, even if it becomes more expensive, in order to safeguard the integrity of the goods. In the event that MPL PE has to incur additional expenses, these will be borne by the CLIENT in the manner indicated in this contract. When MPL PE deems it necessary to modify the conditions of carriage, it will inform the CLIENT, explaining the reasons on which the suggestion is based. If it is not possible to locate the CLIENT or if the

circumstances do not allow it to be consulted in advance, MPL PE will take appropriate measures in order to protect the interests of the CLIENT.

1.14. In accordance with the CLIENT's instructions, or when the CLIENT does not indicate otherwise, MPL PE may freely choose the carrier, the modes, means and routes of transport that it deems appropriate with the nature of the goods, the rules of trade, the terms of the letters of credit, the delivery times and any other additional circumstances that may influence such decision. In special cases, MPL PE may deviate from the CLIENT's instructions and contract equivalent means or modes, provided that it fully obtains the transit entrusted to it.

1.15. MPL PE shall have the right, but not the obligation, to deviate from the CLIENT's instructions if in its sole judgment there is a justified reason to do so for the benefit of the CLIENT. MPL PE will not assume any type of responsibilities, other than those described herein.

1.16. At any time, MPL PE may comply with orders or recommendations given by any authority.

1.17. You must deliver the goods or merchandise that are transported by this means, described in the annexes to this document or the request for services, and they will be delivered to the place indicated therein, in accordance with the established conditions.

1.18. MPL PE, at the request of the CLIENT and by its own agreement, may carry out all the corresponding procedures before the different authorities, and may contract or directly execute the foreign trade procedures necessary for the issuance, conduction, receipt, import or export of the goods delivered by THE CLIENT.

1.19. When MPL PE acts directly before the customs authorities, it will do so on behalf of the CLIENT; likewise when the FREIGHT FORWARDER hires an authorized customs broker, THE CLIENT will be responsible for any claim made by third parties due to the acts carried out in the development of the services.

1.20. MPL PE's liability with respect to the goods shall terminate upon delivery thereof, or under any other provision, in accordance with any orders or recommendations received by it.

1.21. MPL PE may require the inspection of the goods at the end of each charge and request from the CUSTOMER or the person receiving the goods, in accordance with the provisions of this contract and in the particular instructions of each case, a document declaring that they have been received to the satisfaction and waiving any claim against MPL PE.

1.22. MPL PE is not obliged to verify the authenticity or authority of the signatories of any communication, instruction or document affecting the disposition of the goods. It is the CLIENT's strict responsibility to provide information on who the signatories will be and with what document they will be identified.

1.23. In the event that no person shows up to receive the goods and MPL PE is obliged to do so, the CUSTOMER will assume full responsibility for the expiry of the legal or contractual terms of claim against the carrier for loss or damage to the goods or for delays in delivery.

1.24. If, for any reason, delivery cannot be made or there is a disagreement as to the conditions under which the delivery must be made or as to the person entitled to receive the goods, MPL PE may receive and return them, deposit them or take any other precautionary measure at the expense of the CUSTOMER, the consignee and the owner of the goods, jointly and severally. It may also dispose of things that are fungible or susceptible to damage due to their nature or condition.



1.25. MPL PE will not be liable for delays in the delivery of goods. Any claim for this concept must be made in the presence of the carrier, with the exception of the provision of services with the main modality.

1.26. The CLIENT will be solely responsible for all expenses incurred, whether for fines, delays, storage, damages, and other expenses that may be generated.

## **2. Types of services:**

2.1. MPL PE shall provide its services either as principal or as agent.

2.2. It is generally understood that MPL PE acts in its capacity as Agent.

2.3. MPL PE is deemed to provide its services as a Principal when:

2.3.1. When you carry out any transport, handling or storage of Goods, but only when the transport is carried out by the same MPL PE, with owned, subcontracted or third-party goods, and the Goods are in their actual custody and control.

2.3.2. When MPL PE contracts with the CLIENT under the legal figure of Multimodal Transport Operator;

2.3.3. When MPL PE expressly agrees to it in writing.

2.3.4. The figure of Principal will only be updated with respect to the part of the service provided directly by the MPL PE, by its own means or employees, without considering the other parties contracted by third parties.

2.4. When MPL PE acts as Agent, it has the authority of the CLIENT to make and propose contracts on its behalf, performing such acts in all respects, notwithstanding any deviation from the CLIENT's instructions.

2.5. MPL PE shall, upon CLIENT's request, provide evidence of any contract signed as CLIENT's agent. In the event that it fails to comply with the obligation to provide such evidence, MPL PE shall be deemed to have signed the contract with the CLIENT in the role of principal for the performance of the instructions thereof.

2.6. MPL PE, which expressly agrees to act as principal in any of its services, shall be free to perform those services itself, or to subcontract on any term all or part of such services

2.7. If MPL PE acts as principal in respect of the carriage of goods or merchandise by any mode (land, air or sea), the following notification is issued: if the carriage involves a final destination or stop in a country other than the country of departure, the various Hamburg Rules may apply (in the case of carriage by sea), which respectively govern, and in most cases limit, the liability of carriers for loss of or damage to cargo. In the same way, it is stipulated that the parties are subject to the content of the clause of the transport document (air waybill, bill of lading, bill of lading or other), which MPL PE issues in its function as principal.

## **HANDLING OF DANGEROUS AND SPECIAL GOODS**

1. **THE CLIENT** must comply with local and international regulations governing the transport of dangerous goods and, in any case, inform MPL PE in writing of the exact nature of the hazard.

## **2. DANGEROUS GOODS:**

2.1. In the absence of such indications, if MPL PE, the carrier, an authority and/or a duly empowered third party believe that they constitute a risk to life or property, the goods may be unloaded, destroyed or transformed and harmless, as the circumstances require and without compensation. Any expenses and damages incurred will be borne by the CLIENT.

2.2. If any non-dangerous goods shipped with knowledge of MPL PE as to their nature become dangerous while under its responsibility, they may also be unloaded, destroyed or deposited, without any liability on the part of MPL PE.

2.3. The CLIENT undertakes not to deliver for transportation any goods that are of a dangerous, flammable, radioactive, risky or harmful nature without explaining the characteristics of the goods to MPL PE. The CLIENT agrees to mark the goods and the outside of the packaging or the container in which they will be placed in compliance with any of the laws or regulations that are applicable during transportation, or request it from MPL PE, by written instruction.

2.4. THE CLIENT shall indemnify MPL PE in the event of loss, deterioration, costs or expenses incurred by the latter as a result of the omission of this obligation, insufficiency in its performance or late performance.

2.5. Without the prior written agreement of an authorized representative of the FREIGHT FORWARDER, the freight forwarder shall not accept or deal in goods or merchandise that require special handling with respect to transportation, handling, or security, whether by their nature of attraction to thieves or other reasons, including but not limited to, Gold or silver bullion, coins, precious stones, jewelry, valuables, antiques, paintings, human remains, livestock, pets, and plants. If the CLIENT still delivers such goods to MPL PE or causes the AGENT to handle or deal with such goods, unless there is a prior agreement, MPL PE cannot be held responsible for the goods or anything related to them, whichever arises.

## **3. SPECIAL GOODS:**

3.1. Except in the face of special prior written instructions, the MPL PE will not accept or handle goods classified as dangerous, nor bullion, precious metals, coins, precious stones, jewelry, securities, antiques, paintings, plants, livestock, textiles, shoes, personal effects, human remains, live animals, among others. If, however, THE CLIENT, without the existence of a prior agreement, remits such goods in a form other than a written agreement, MPL PE shall have no liability in relation to them. THE CARRIAGE OF PROHIBITED GOODS IN THE COUNTRY OF ORIGIN OR DESTINATION IS STRICTLY THE RESPONSIBILITY OF THE CUSTOMER.

3.2. In the case of goods classified as "perishable", THE CUSTOMER must take the precautions required by the nature of the goods for their delivery. MPL PE will not assume any responsibility for damages, losses derived from delays due to review by government authorities, lack of space on the carrier lines, delays in connections and in general, for all those causes that are not attributable to the conduct and will of the same.

3.3. Works of art and other high-value goods, goods whose volume-to-weight ratio does not correspond such as bicycles, strollers, feathers, bamboo furniture or hollow glass, will be accepted at rates available upon request from MPL PE. Duties, local taxes and charges, baggage carriage and local delivery charges are in addition to the Carriage Fee, unless otherwise stated.

3.4. Temperature Controlled Charging:

(1) The Holder undertakes not to request any transportation service of goods that requires temperature control without prior written notification of the natural and particular ranges of

temperature to be maintained. Likewise, in the event that a temperature-controlled container has been filled with goods by the Holder or another person on behalf of the Holder, prior to the receipt of the goods by the carrier, the Holder or its representative undertakes to carry out (i) the precise refrigeration of the container, (ii) the proper filling of the goods in the container and (iii) the appropriate graduation of its thermostatic controls. In the event of a breach of the above requirements, the Carrier shall not be liable for any damage or loss caused to the Goods by such breaches.

(2) The Carrier shall not be liable for any damage or loss arising from defects, malfunctions, breakdowns, stoppages of the temperature control machinery, plant, insulator or any device of the Container, provided that, prior to the Carriage or the commencement thereof, the Carrier shall carry out due diligence to keep the Refrigeration Container in good condition.

## **OF THE CONDITIONS OF THE INSURANCE**

1. The insurance of the goods will only be taken out by the FREIGHT FORWARDER at the request of the CUSTOMER if this has been stated by the latter in the application, and MPL PE may offer goods insurance by itself or through the contracting of third parties (insurance company).

1.1. All insurance taken out for the goods is subject to the usual exceptions and conditions of the policies of the insurers or insurers at risk.

2. When the insurance of the goods is not contracted or offered by MPL PE, the latter may recommend to the CLIENT an insurance agent to properly process the insurance according to the needs of the CLIENT. After making this recommendation, MPL PE has no further insurance obligation, and will not be liable for loss of or damage to goods during transport or storage that may have been covered by appropriate insurance.

3. In the event that cargo insurance is not contracted, the CLIENT is aware that the liability for MPL PE in its activity as principal will not exceed the maximum established: 1. By air, by the Warsaw agreement; 2. In maritime and multimodal by the UN convention, in its article 18; 3. On the ground by Peruvian legislation and especially by the Commercial Code and in rule 6 of the International Chamber of Commerce (ICC) and UNCTAD.

4. The CLIENT will be responsible at all times for the expenses that may be generated by civil liability corresponding to damages of any kind, general average in maritime transport, etc.

## **OF THE RATES AND PAYMENT TERMS.**

1. Unless otherwise agreed, the consideration for the services of MPL PE will be covered in the manner and terms specified below:

1.1. The CLIENT shall pay to MPL PE, at the time of requesting the service, the value of the service and any other sums due, in accordance with the accepted tariff.

1.2. The CLIENT will pay the expenses that MPL PE will incur due to the provision of the service, as requested by MPL PE or at the time of presentation of the corresponding payment receipts.

1.3. Only if payment has been accepted by mutual agreement between the parties at the place of destination of the goods, will it be made by the CLIENT, at the time of verification of delivery at the agreed place.

1.4. When by mutual agreement the parties agree that the consignee will be the one to pay for the services, the consignee will pay at the agreed time. However, in the event that the CLIENT does not pay, the CLIENT will remain responsible for the services.

1.5. In the event that the CLIENT owes any sum to MPL PE, it must pay it within five days of the express or tacit approval of the accounts due. If the amount of such obligations is in foreign currency, they will be paid in legal tender (PERUVIAN SOL) at the exchange rate published by MPL PE applicable on the day on which the payment is made.

## **2. The FREIGHT FORWARDER MPL PE:**

2.1. It is obliged to render an account to the CLIENT of its activities, expenses, freight, taxes and other verified expenses, as well as on sums received, at the end of the provision of a service, in order to determine the amount and obligations to be borne by each of the parties.

2.2. You have the option to charge by value, weight, or measure.

2.3. Any additional expenses that may arise due to events or circumstances subsequent to the date of contracting will be borne by the CLIENT, provided that they are duly justified.

2.4. Unless otherwise agreed, in the case of services payable at the place of destination, no documentation or goods will be delivered until payment has been verified. If the consignee of the goods rejects them, abandons them, or for any reason fails to pay them, the CLIENT will be jointly and severally liable for the payment of the services and all expenses arising from such cause, and MPL PE will not assume the obligation to re-ship the goods to the place of origin or other destination.

2.5. The granting of credit in favor of the CLIENT is not presumed, so it must be in writing, with the terms and interest conditions that are stipulated and the guarantees that may eventually be required.

2.6. The CLIENT shall reimburse MPL PE for expenses arising from diversion, delay and other increase in expenses of any kind, caused by strikes, war, governmental measures or force majeure.

3. The fee is considered to be the consideration for the service that is sent or provided to MPL PE, accepted by the CLIENT. A fare will be deemed to be accepted when:

3.1. This has been expressly stated by the CLIENT, via e-mail, fax or by signing the CLIENT.

3.2. When the CLIENT has made the request for services.

3.3. The validity of the rate is subject to change without prior notice – either due to variations in the exchange rate, freight rate, carrier surcharges or any other charge not considered – and the CLIENT is responsible for the payment of any increase in rates, freight, premiums or other charges that may be generated once the transit has begun.

4. Payments made by the CLIENT to MPL PE shall be:

4.1. By cash, electronic funds transfer, or in whatever form MPL PE accepts. The sum must be paid in full and immediately upon maturity, without discount or deferral due to claims, counterclaims or set-offs.

4.2. The CLIENT waives the right to set-off, if any, against what is owed to MPL PE.

4.3. Failure to pay in a timely manner will result in interest on all sums owed, calculated from the date on which the sums became due and until they are paid, at a rate of the maximum conventional interest rate for operations in pesos that is in force.

## **STORAGE CONDITIONS**

1. MPL PE will advise the CLIENT on matters relating to the storage of the goods before and/or after transport or during the execution of the formalities and the fulfilment of the formalities necessary for the dispatch, receipt and import of the same. In carrying out this obligation, you must, following the instructions of the CLIENT, choose the warehouse in which the goods will remain at the places of shipment, destination or intermediate places.

2. Whether the storage of the goods is contracted with a third party or is done directly by MPL PE, the CLIENT, in addition to the information indicated in the service request, must indicate the following data:

2.1. Name of the person to whom you are to deliver the goods.

2.2. Name of the carrier, multimodal transport operator or transport commission agent, if applicable, provided that the transport is not coordinated by MPL PE.

2.3. A detailed and accurate description of the goods, including their type and nature, number of packages, technical data, measurements, weight, quality and, in general, any information deemed necessary for the normal development of storage.

3. In the event that the storage is carried out in a General Warehouse, MPL PE may appear as the owner of the goods for the purposes of issuing the corresponding Certificate of Deposit and pledge bond, when it is issued. In these cases, MPL PE may endorse the security in favour of the CLIENT, the recipient of the goods, their owners or any of their representatives, in which case the order will be deemed to have been fulfilled and its obligation extinguished.

4. Special cases:

4.1. In the event that the goods to be transported require storage for unforeseen reasons beyond the control of MPL PE (such as: non-presentation of documents, loss and replacement of documents, seizure by competent authorities, etc.), the cost of storage with respect to the time, volume, weight and value agreed in the designated place will be covered by the CLIENT. on the understanding that prior to the execution of this contract, the CLIENT was informed of what goods need to be stored.

4.2. If the CUSTOMER, consignee or owner of the goods fails to pick up the consignment at the time and place determined when and where MPL PE is authorized to deliver it, MPL PE may store the goods, at the risk of the CUSTOMER, consignee or owner, at which time MPL PE's liability with respect to the goods, or part thereof, shall be vested in the CLIENT, consignee or owner, it will be totally over. All costs generated by such storage will be paid by the CUSTOMER, as a result of not receiving the shipment in a timely manner. The CLIENT grants the MPL PE authorization to, at its own expense, dispose of or negotiate (by sale or other manner that is reasonable in any circumstance), the goods that are stored for more than 60 days and that have not been delivered as indicated, after having given written notice to the CLIENT at least 5 calendar days in advance, or without prior warning where the CLIENT cannot be reached and a reasonable effort has been made to contact him/her.

## **RESPONSIBILITIES, PENALTIES AND INDEMNITIES.**

1. MPL PE and the CLIENT assume their respective responsibility in the event of non-compliance with any provision agreed upon in this chapter.

2. Regarding the CLIENT:

2.1. The CLIENT shall indemnify MPL PE for any loss, damage, loss and/or expense, as well as for the liabilities that the latter has assumed towards third parties, and which arise from compliance with the CLIENT's instructions, or arising from any negligence or breach of the latter.

3. Regarding MPL PE:

3.1. You will be liable for any loss or damage caused to the goods, from the time you take charge of them until they are delivered. Such liability includes acts or omissions, serious and intentional, that the CLIENT proves through an enforceable judgment of a court that has heard the case, which are attributable to MPL PE, and provided that the user does not or cannot obtain compensation from an insurance company or third parties. Under no circumstances shall the FREIGHT FORWARDER be liable for damages arising from loss of profits or moral damages.

3.2. MPL PE shall not be liable for:

3.2.1. Acts or omissions of the CLIENT.

3.2.2. Insufficiency or defective condition of packaging, markings, or numbers.

3.2.3. Because the loading, stowage or unloading has been handled by the user or by a third party acting on their behalf.

3.2.4. Due to a defect inherent in the nature of the goods.

3.2.5. By strike, stoppage or any other obstruction to work, the consequences of which cannot be avoided by the agent.

3.2.6. For failure to comply with instructions received from the CLIENT after the issuance of the application document.

3.2.7. Confiscation of goods or any other act of authority.

3.2.8. If, for any reason beyond the control of MPL PE, the transport does not take place, the transport will not be held liable.

3.2.9. For any reason that qualifies as force majeure or fortuitous event.

3.2.10. Damage caused by delay in the delivery of the goods.

3.2.11. The Carrier (or any person authorized by the foregoing) shall be entitled, but not obligated, to open any Container or packaging at any time, and to inspect the Goods.

4. The CLIENT shall notify MPL PE in writing of any claim, no later than 30 (thirty) calendar days following the date indicated for the delivery of the goods. Failure to give notice as required by this clause will result in the claim being legally inadmissible and no action can be taken

against MPL PE to assert the claim. In any case, the liability of MPL PE shall be limited, provided that no other applicable law has been mandatorily applied in the case For Transportation Services: FIATA (International Federation of Transportation Federations) of Freight Carrier Associations) Model Rules for Freight Forwarding Services – latest version (available at any time at [FIATA ModelRules eng.pdf](#) or upon request via email). Noting specifically the following: Article 8.3.1 FIATA Model Rules limits the cargo carrier's liability for loss of or damage to property to a maximum of 2 Special Drawing Rights (SDRs) per kilogram. The cargo carrier's liability for any type of loss not mentioned in articles 8.3.1. and 8.3.2. of the FIATA Model Rules may not exceed the total amount of 50,000 SDRs for each incident. For Storage and Value Added Services: in the event of providing such services, the parties will mutually agree in writing on a liability agreement; in the event that such an agreement is not entered into in writing, the liability set out in the FIATA Model Rules for such services shall apply.

5. If the goods arrive at their destination and the consignee or his duly notified representative does not remove them before the expiration of the legal period to be considered abandoned, MPL PE will not assume any responsibility for delays, storage, fines or any other charge that may arise from both individuals and government authorities. In addition, MPL PE is not obliged to carry out any legal and/or administrative procedures in relation to such abandonment.

6. MPL PE shall have a general lien on all goods and documents relating to the goods in its possession, custody or control for the current sum due by the CUSTOMER. Storage charges for retained goods will continue to accrue under such lien.

7. MPL PE shall be entitled to the preventive seizure of the goods and the corresponding documents for debts owed and to be owed by the CLIENT, including storage and recovery costs. It may also enforce the attachment in any way it deems appropriate.

#### **OF THE COMPETITION.**

1. Any services or activities provided by MPL PE, whether free of charge or not, shall be subject to these clauses, which shall be deemed to be part of any agreement or arrangement between MPL PE and its CLIENT, and which shall prevail over any terms of contract entered into by the CLIENT.

2. If any legislation, including rules and directives, is mandatorily applicable to any business undertaken, it is assumed that these clauses are subject to such legislation in relation to such business, and nothing in these clauses shall be construed as a waiver by MPL PE of any of its rights or prerogatives, or as increasing any of its obligations and liabilities and, if any part of these clauses conflicts with such law in any way, such part shall, in relation to such business, be invalidated to such extent and not beyond.

3. If, upon the issuance of a "bill of lading" or "consignment note" by or in the name of MPL PE which specifies that it enters into a contract as a carrier, the provisions set forth in such document shall prevail to the extent that such provisions do not conflict with these Clauses.

4. These Clauses shall apply to any claim or dispute arising out of or in connection with the services of MPL PE, and shall apply to all onerous or gratuitous business conducted by MPL PE on behalf of the CLIENT.

5. These conditions, their clauses and any act or contract to which they apply shall be subject to the application of the laws of the Republic of Peru.

## **CARRIER LIABILITY**

### **(1) MAIN CLAUSE**

(A) This Bill of Lading, to the extent it relates to carriage by sea performed by any vessel named herein or not, shall comply with the Hamburg Rules or any legislation which mandatorily applies such Rules, in addition to the Hamburg Rules, for the purpose of enforcing this Bill of Lading. The provisions of the Hamburg Rules or the Laws arising therefrom shall be deemed to be incorporated herein. The Hamburg Rules shall apply to the carriage of goods by inland waterway and lake, and the provisions contained in the said Rules and legislation relating to carriage by sea shall also apply to carriage by inland waterway and lake. If, and to the extent that this affects, the provisions of the Harter Act of the United States of America of the year 1893 are not necessarily applicable to regulate the liability of the Carrier in respect of the Goods during any period preceding the stowage of the ship or subsequent unloading thereof, the liability of the Carrier shall then be determined by the provisions contained therein clause in point (3) of this section, but if such provisions cannot be applied, the liability shall be subject to COGSA.

(B) Carrier is authorized (and nothing in this Bill of Lading shall limit or cancel such right) to enjoy the full benefit of all limitations and exclusions of liability, and all rights conferred and authorized by the laws and regulations of any country, including but not limited to: provisions Nos. 4281 through 4287 including, to the extent applicable, of the Revised Statutes of the United States of America and their amendments, and the provisions of the laws of the United States of America, to the extent applicable. Without prejudice to the generality of the foregoing, such laws and regulations are also deemed to apply to the Owner of the vessel or vessels carrying the goods.

### **(2) PORT-TO-PORT SHIPPING**

The liability of the Carrier is limited to that part of the Carriage from the stowage of the Goods on the vessel to the unloading of the Goods outside the vessel. The Carrier shall not be liable for any damage or loss caused to the goods or for any problems arising during the other stages of the carriage, even if the Carrier pays the costs for the entire carriage service. The Holder shall appoint the Carrier as agent, authorizing the Carrier to enter into contracts on behalf of the Holder with third parties for transportation, storage, handling and other services, prior to loading the goods onto the vessel and subsequently unloading them, without liability for any act or omission on the part of the Carrier. The Carrier, as agent, may enter into contracts with third parties on terms less favorable than those present in this Bill of Lading.

### **(3) COMBINED TRANSPORT**

Except as otherwise specifically provided in this Bill of Lading, the Carrier shall be liable for damage to or loss of the Goods, if such loss occurs during the period from the time the Carrier acquires responsibility therefor until the time of delivery, as specified below:

(A) If you are unable to prove at what stage of the Transportation process the damage or loss occurred:

(i) The Carrier shall be entitled to adhere to all exclusions of liability, under the Rules or Laws which have been applied in accordance with this clause in points (1)(A), provided that the carriage is by sea. If the carriage is not by sea, it will be based on the Hamburg Rules.



(ii) If, in accordance with the preceding paragraph, the carrier is not liable for the factors causing the damage or loss, the carrier shall be held liable only to the extent that those factors contributed to causing damage or loss.

(iii) In accordance with this Clause, in point (4) of this document, in cases where the Hamburg Rules or any legislation based thereon or the Hamburg Rules cannot be applied, the liability of the Carrier shall not exceed US\$ 1.00 (UN US dollars) per kilogram of net weight of the goods, you must opt for the lowest amount.

(iv) The value of the goods shall be determined according to the price of the exchange of the product at the place and date of delivery to the Holder or at the place and date at which they should have been delivered. In the event that an adequate price is not found in the manner described above, they shall be based on the normal value of Goods of the same type and quality, on the date and place above.

(B) If you can prove at what stage of the transportation process the damage or loss occurred:

(i) the liability of the Carrier shall be determined in accordance with the provisions contained in any international convention or national law of a country, the provisions of which:

(a) may not be contravened by a private contract to the detriment of the Carrier, and

(b) would be applicable if the Holder had entered into a separate contract directly with the Carrier, with respect to the particular stage of the Carriage process at which the damage or loss occurred, and the Holder had received as evidence of the foregoing some specific document for the purpose of explaining such international convention or national law.

(ii) with respect to transportation within the (United States of America or Canada) to the Port of Departure or from the Port of Discharge, the Carrier's liability shall be performed by inland carriers (one or more), and such transportation shall be subject to the inland carriers' contracts for haulage and rates and any applicable laws. The carrier guarantees the fulfillment of the obligations of such inland carriers, in accordance with its contracts and tariffs.

(ii) In cases where neither subsection (i) nor (ii) can be applied, any liability of the carrier shall be determined by this clause in point (3) of this section.

#### **4. GENERAL PROVISIONS ON CARRIER LIABILITY**

##### **(A) Delay and consequent loss**

Except as otherwise specifically provided in this bill of lading, under no circumstances shall the carrier be held liable for any consequential loss or damage, direct or indirect, caused by delay or any other cause.

Notwithstanding the foregoing, if the carrier is found liable for delay, its liability is limited to the payment of the freight applicable to the stage of the transportation process at which such delay occurred.

##### **(B) Limit of packages or boarding units**

Where this bill of lading may apply to the Hamburg Rules or any legislation based thereon, the carrier shall not be liable (unless a declared value is recorded in accordance with subsection (C) below) and shall not subsequently acquire liability for any damage or loss caused to or in connection with the goods, for an amount per piece or unit of shipment that exceeds the limit of packages or units of shipment

in accordance with the above-mentioned rules and legislations. This limit amount, according to COGSA, is US\$ 500 (Five Hundred US Dollars) and, according to COGWA, is Can \$500 (Five hundred Canadian dollars). If, under such Rules and legislations, there is no applicable limit, it shall be US\$ \_500 ( \_Quinientos\_\_\_\_\_ U.S. dollars).

#### **(C) Ad Valorem: Declared Value per Package or Unit of Shipment**

The carrier's liability may be increased to a higher value by a written declaration of the value of the goods made by the exporter upon delivery of the goods for shipment to the carrier. Such increased value must be written on the front of this Bill of Lading in the blank box designated for that purpose, and at the request of the Carrier, the extra freight must be paid. In such a case, if the actual value of the goods exceeds the declared value referred to above, then: (i) the value to be considered shall be the declared value, (ii) the liability of the carrier, if any,

#### **(D) Definitions of Package or Unit of Shipment**

When a container is used to consolidate the goods and the container is filled by the carrier, the number of packages or units of shipment recorded in the blank box designated for that purpose on the front of this bill of lading shall be considered as the number of packages or units of shipment in existence for the purpose of establishing the limit of liability per package or unit of shipment as stipulated in any convention international law or national law relating to the carriage of goods by sea. Except as stated above, a container shall be understood as a package or unit of shipment. The words "unit of shipment" shall mean each physical unit, with the exception of Goods loaded in bulk, and regardless of the unit of weight or measure used to calculate freight charges. In the case of Loaded or Bulk Goods, the limitation to be applied shall be that contained in the relevant convention or law, and in no event shall any clause of this Bill of Lading be used as a waiver of the limitation, in the case of goods loaded in bulk.

#### **(E) Mold, etc.**

It is hereby stipulated that mold, rust, or any other condition caused by moisture, shall not be considered as a condition of damage, but as a condition inherent in the nature of the Goods, and the acceptance thereof in apparent good condition does not necessarily imply that mold, rust or similar conditions did not exist at the time of receipt of the Goods.

#### **(F) Notification of Damage or Loss**

Delivery of the Goods described in this Bill of Lading by the Carrier is deemed prima facie, unless in the event of damage or loss of the Goods the carrier or its representative is notified in writing, indicating the general nature of such damage or loss, at the place of delivery earlier or on the date of delivery of the Goods in custody of persons authorized to collect the Goods in accordance with this Bill of Lading, or if the damage or loss is not apparent, within three days following the date of delivery.

#### **ASPECTS THAT AFFECT TRANSPORTATION PERFORMANCE**

(1) If at any time the Carriage is affected or is likely to be affected by any obstacle, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), arising at any time or for any reason (after the commencement of the Carriage or pending commencement thereof) the Carrier shall be entitled to the following:

(A) without notice to the Holder, to abandon the Carriage of the Goods and, where reasonably practicable, to locate the Goods or any part thereof, as the Holder may direct, in such location as the Carrier may deem prudent and convenient, thereby terminating the Carrier's liability with respect to such Goods:

(B) without prejudice to the Carrier's right to abandon the Carriage under point (A) above, to continue the Carriage. In all cases, the Carrier is entitled to receive all Payments on the Goods received for Carriage and the Holder will pay additional costs resulting from the above circumstances.

(2) The Carrier's liability in respect of the Goods shall terminate upon delivery of the Goods or by any other arrangement relating to the Goods, in accordance with any orders or recommendations given by any government or authority or any person acting on behalf thereof.

## **TRANSPORT METHODS AND ROUTE**

(1) At any time and without prior notice, the Carrier shall have the right before the Holder to: i) Use any means of transport or storage of any nature; (ii) load or transport the Goods on any vessel whether or not listed on the obverse hereof; (iii) transfer the Goods from one carriage to another, including transshipment to a vessel other than that set forth on the front of this document, or carriage by any other means of carriage of any nature; (iv) at any location, unpack and remove the Goods which have been filled into or placed on a Container and forwarded by any means whatsoever; (v) proceed at any speed or by any route at its discretion (whether or not the closest, most direct, most customary or most publicized route) or continue to any place or stay at any place, whatever it may be, once or repeatedly and without specific order; (vi) load or unload the Goods from any transportation or any location (whether or not the port is listed on the front of this document as the intended Port of Loading or Intended Port of Discharge);

(vii) comply with any order or recommendation given by any government or authority or any natural or legal person acting on behalf of such governments or authority or who, under the terms of the insurance on the carriage employed by the Carrier, has the power to order or give directives (viii) permit the vessel to continue, with or without pilots, towing or being towed or being docked in dry dock; (ix) allow the vessel to transport live livestock, goods of any kind, dangerous or endangering goods of any nature, explosives, ammunition, contraband or any other war material and to sail both armed and unarmed.

(2) The freedoms stipulated in point (1) above may be invoked by the Carrier for any purpose of any nature related or not to the Carriage of the Goods. Any act performed under point (1) above or any delay arising therefrom shall be deemed to be stipulated in writing in the Carriage contract, but not a case of breach thereof of any degree or nature.

## **LOADING ON DECK (AND LIVE CATTLE)**

- (1) Without prior notice to the Holder, the Goods of any character, whether or not in the Container, may be stowed on or under the Container, and such stowage shall not constitute a case of non-compliance of any degree or nature. Subject to point (2) below, such Goods, whether carried on or below deck, shall be part of General Average, which (with the exception of live cattle) shall be deemed to be included in the definition of Goods for the purposes of the Hamburg Rules or any legislation providing for compliance with such Rules or the Hamburg – Visby Rules mandatorily applicable to this Bill of Lading.

## **EXPENSE**

(1) Expenses shall be deemed to have been incurred in full upon receipt of the Goods by the Carrier and shall be cancelled and not reimbursed in any way.

(2) The Expenses have been calculated on the basis of particular expenses provided by or on behalf of the Holder. The Carrier shall be entitled to request a commercial invoice for the Goods or a true copy thereof as well as to inspect, verify the weight and/or dimensions and value of the Goods and the Carrier deems the particular charges to be incorrect, the Fork shall pay the Carrier the correct Expenses (credits provided for the Expenses collected) and the costs incurred by the Carrier in setting the particular Expenses.

(3) All Expenses will be cancelled without the right of set-off, against any claim, deduction or suspension of performance.

## **LENDAGE**

The Carrier shall have a lien on the Goods and any documents relating thereto for the totality of amounts of any amount owed to the Carrier by the Holder and for General Average installments owed to third parties and for the costs of recovery of such amounts, and the Carrier shall be entitled to sell the Goods and documents at public auction or private contract, without prior notice to the Holder and at the expense of the foregoing and without any obligation to the Holder.

## **MODIFICATION OF THE CONTRACT**

No employee or agent of Carrier shall have the power to waive or alter any of the terms of this Bill of Lading, unless such waiver or alteration is made in writing and specifically authorized or ratified in writing by a director or officer of Carrier who has authority legitimately granted by Carrier for such waiver or alteration.

## **PARTIAL INVALIDATION OF THE CONTRACT**

In the event that any provision of this Bill of Lading is abolished or rendered unenforceable by order of any court or regulatory or self-regulatory entity or agency, such invalidation or unenforceability shall be solely applicable to such provision. The validity of the remaining provisions shall not be affected by them and this Bill of Lading contract shall remain in effect as if such invalid or unenforceable provision were not included herein.

## **AFRICA CLAUSE**

Notwithstanding anything to the contrary stipulated in the Bill of Lading, in the case of Carriage of Goods in the form of combined transport to or from the African continent, prior to stowage and subsequent unloading of the vessel, the carrier shall be liable for the following:

(1) If the stage during the transportation process at which the loss or damage occurred is known, or such stage has been subcontracted by the carrier, the Carrier shall have the full benefit of all limitations by exclusions of liability available to such subcontractor and in any laws, statutes or regulations. The Carrier's liability shall not exceed the amount recovered by the Carrier, if any, from such subcontractor.

(2) In any other case, the carrier shall have no liability whatsoever for any eventuality that may arise.

**FINAL PROVISIONS.**

1. Both parties may terminate the contractual relationship they enter into in writing sent to their counterparty, by giving 30 (thirty) days' written notice.

2. In the case of the previous clause, the CLIENT must entrust its management to a different person. You will also need to cover any debts you owe to MPL PE.

3. The services being provided, unless otherwise provided, must be concluded by MPL PE, under the terms described in this document. Otherwise, the CLIENT undertakes to cover all expenses generated by the change and cancellation of the requested services.

4. The contractual relationship may also be terminated when it is impossible for one or both parties to carry out its purpose.