

# AGENCY CONTRACT IN THE MODE OF FORWARDING OR LOGISTIC COORDINATION OF INTERNATIONAL CARGO TRANSPORT

### CONCEPTS.

**CARGO OR FORWARDING PEOPLE.** It is the natural or legal person that on behalf of third parties on a regular basis and as part of its corporate purpose, in an enunciative and non-limiting manner; coordinates, organizes, consolidated cargo for shipments, projects, controls, and directs the operations necessary to carry out the international transport of goods for export and international import by any means of transportation to and from national and / or international origin or destination, in addition to providing the complementary services necessary to complete and carry out the operations entrusted to it, acting on behalf of third parties that, for all purposes, are understood as cargo generators.

**CONSTANCY.** It is the characteristic that this agency contract has to demonstrate that the client requested the freight forwarder from the logistics coordination service in the terms established by this contract, as well as derived from the cargo instruction that the user or contractor of the services determined , consequently limiting the agent his responsibility being only a coordinator of the various means of national and / or international transport effective to transport a cargo from one side to another, therefore, for the purposes of this contract is understood as Cargo Instruction, the set of indications that a client makes, expressly and precisely indicating the way in which he wants the agent to carry out his work with respect to a certain international cargo transport operation.

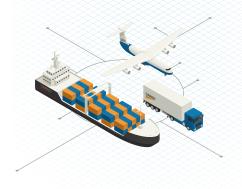
**CLIENT.** It is the natural or legal person that requests and contracts the service to the cargo agent to coordinate its transportation operations; being the shipper, the consignee or some other agency and / or company in coloader or correspondent services.

**SHIPPER.** is the natural or legal person that by itself as the owner of the goods or as a commission agent of the owner of the goods performs the action of entering into the transport contract and / or agency with the obligations derived from the sender.

**CONSIGNEE.** Natural or legal person to whom the sender or shipper abroad sends a cargo, or to whom the transport document has been endorsed.

**EFFECTIVE CARRIER.** It is the natural or legal person that has the characteristic of being a unimodal or multimodal transporter having the corresponding legal authorizations and directly exploiting means of transport of his property or chartered by either sea, air, land or rail.

**CO-LOADER.** It is the service that under the agency contract, the agent subcontracts on behalf of the client a service to another equal agent in order to carry out the logistics and transportation operations entrusted to the cargo agent by the client.



**MASTER DOCUMENT**. It is the bill of lading that is issued by the natural or legal person that is constituted according to the law as an effective carrier, exploiting one or more means of transport directly.

**DEMURRAGES.** Concept of charge made by the effective carrier of the merchandise object of the freight agency service, for the non-return in time, or in poor condition of the containers or equipment used for the operation.

**STORAGE**: Fee applied and executed by the port terminals and yards where the containers are deposited with or without the cargo, but that generates the charge for the use of that space until its withdrawal.

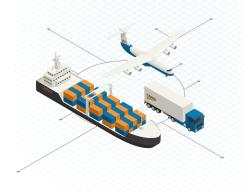
**ACCESSORY EXPENSES.** are the conjunction of the charges of demurrages, storage and dead freight as well as a charge equivalent to 50% extra that is generated in favor of the freight agent as a penalty to the client for having incurred the accessory expenses, either by demurrages and / or storage, and that the agency is entitled to charge the client or final consignee.

## **CLAUSES**

This is an adhesion contract for all the legal effects that may take place, so that its single issue or continuation of the other stages with the formalities of the specific operation either in writing, verbal or through electronic means will have the legal effect the de facto acceptance of each and every one of the obligations that derive from this document for all the natural and moral persons involved in this operation in the terms of this document, so that in this act it is manifested and accepted by the parties.

## 1. DEFINITION OF THE CONTRACT.

- 1.1. Concept. The purpose of this contract is to provide the service of freight transport agency in the forwarding modality and in which the freight agent undertakes only and strictly to preform out all the activities necessary to project, control, coordinate, direct and hire on behalf of the client who will be the shipper or consignee and that are necessary to carry out the international transport of goods by one or several means of transport, providing the necessary complementary services to achieve compliance with the purpose of concluding the transport operations that Be entrusted.
- 1.2. The acceptance of this agency contract will imply that the requested service is being complied with in the terms that the agency has been requested. These terms are the responsibility of the client, shipper or consignee and as a consequence there will be an obligation of either of them or both according to the case of the payment of the agency service that is generated by the realization and attention of the operation performed. The cargo agent is left with the right to demand the corresponding payment by legal action, in accordance with the provisions of the Commercial Code of Chile.
- 1.3. The acceptance of this contract does not imply that the freight agent shows off and therefore accepts the obligations that correspond to an effective carrier in accordance with the Navigation Law, Civil Aviation



Law, General Communication Law, Code of Commerce, or any ordinance of Chile that refers to the obligations of an effective carrier regardless of the means.

## 2. APPLICABLE LEGISLATION AND COMPETITION.

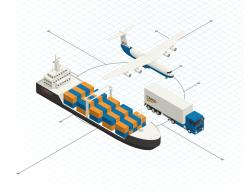
- 2.1. Applicable legislation. Only it is enough that this contract of freight transport agency is accepted so that the application of the legislation of Chile is accepted and agreed by express agreement of the contracting parties, since when being agreed and accepted within the national territory the parties waive and decline any diverse competition that might compete.
- 2.2. Competition. The parties accept the competence of the Chilean legislation and agree to submit to the local Chilean Courts by renouncing the parties to any other that by reason of their present or future addresses may correspond to them. The foregoing is without prejudice to the right of the cargo agent to kidnap assets and bring legal actions in any other jurisdiction, for the collection of amounts due under this Contract.
- 2.3. Regarding the applicability of the corresponding Treaties in the Effective of International Law in the field of unimodal or multimodal transport, it is agreed that these provisions will be applicable only to actual or shipping carriers because they are the direct transport lines, but in the case of Cargo agent will only be applicable in the terms of this contract and in accordance with the substance and scope in what corresponds to the Political Constitution of Chile.

### 3. DEFINITION AND NATURE OF THE CARGO TRANSPORTATION AGENCY SERVICE.

- 3.1. It is understood and agreed and accepted that the purpose of the freight agency contract in the form of the shipper will be strictly to project, coordinate, control, direct and subcontract always on behalf, and responsibility of the client all the operations necessary to perform out International freight transport.
- 3.2. For the purposes of accepting this cargo agency contract, it is duly expressed and accepted for all commercial and legal purposes that there is a place where the cargo agent in any case, or under any circumstances, declares in possession or in exploitation of some or some individual or collective means of transport, being strictly subcontracted by the cargo agent, either the shipper, the carrier or some other agent.
- 3.3. This contract is regulated and agreed according to the legal principle of the autonomy of the will of the parties in contractual matters, stipulated in the Chilean Civil Code.

# 4. RESPONSIBILITY OF THE CARGO AGENT.

4.1. The freight agent will have in all cases only the relative responsibility and that corresponds to the object of the agency contract as a consequence his responsibility in all cases is limited and indirect and will be strict and limited in the terms of being a transport services coordinator and consequently its responsibi-

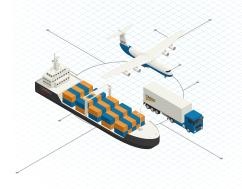


lity will only be direct with respect to the acts consequent to the coordination of transport services or logistic services but never of the carrier itself.

- 4.2. The express responsibility of the agent shall be to assist the client, whether it be a shipper, consignee or a diverse agent; to carry out and comply out its international freight logistics and transportation operations by means of single-mode or multimodal transports, individually or together, controlling, coordinating, directing and subcontracting on behalf of the client the operations and activities necessary to carry out the commission successfully entrusted by the client to the freight agent, only being responsible for their service and never for the obligations and responsibilities of the carrier or effective carriers either individually, unimodal or jointly multimodal or jointly be this maritime, air, land or railway
- 4.3. In the cases of complementary services or adjuvant to direct transport operations, it will also be the responsibility of each individual agent that intervenes in the service provided by what in terms of the agency contract, the freight agent will not be responsible for errors, lack of probity or guilty acts carried out by those, but if there is an obligation of the freight agent to assist with the client or with whom he designates to solve the problem and carry out the operation. Each individual agent must respond in accordance with the applicable Chilean legislation according to the nature of the activity carried out.
- 4.4. In the cases in which the Agency service requested by the client, either a shipper, consignee or diverse agent, implies customs clearance, the Customs Broker that corresponds to the services provided according to its character and patent and in accordance will be specifically responsible with the Customs Law.

### 4.5. MODALITIES OF THE SERVICE AND RESPONSIBILITY REGARDING THEM.

- 4.5.1. In the service provided by the freight agent, in which the subcontracting of services of effective carriers is required, this contracting will be understood to be carried out in the name of the client or shipper since the transport service will be granted directly to the client, therefore the agent Freight will only be responsible for the obligations arising from the coordination of logistics services and the coordination of services provided by effective carriers.
- 4.5.2. In the cases in which to be able to comply with the service requested by the client, whether it is a shipper, consignee or diverse agent, subcontracting in turn of another freight agency is necessary under the modality of the "co-loader" service, this is In other words, the freight agent subcontracted will respond to this freight agent and his clients with the degree of obligation and responsibilities of an effective carrier.
- 4.5.3. In the cases, where there is the intervention of a freight agent residing outside of Chile, onwards the Correspondent Agency, which by virtue of a logistic import or export operation in turn requests in collaboration or subcontracts the services of the cargo agent, in order to intervene in the good completion of this operation in any aspect and especially the release of the cargo, the Correspondent Agency will be responsible for responding to either customers, be it shipper, consignee or diverse agent, in the terms in which that one has wanted to be bound in front of them either through the figure of the cargo agency contract

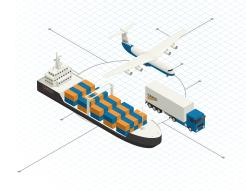


or in the terms of effective carrier, being only the cargo agent obliged to respond with respect to all specific acts which in turn have been assigned to do it in writing or electronically, specifically in the release of the cargo and not by the operation on the whole.

4.6. According to the cargo agency contract where it is entrusted to hire the freight agent to assist in the international transportation of cargo, it is declared and accepted that the contracting agent of the freight agent or principal confers the absolute right to the freight agent in terms of this contract; so that it subcontracts the unimodal or multimodal effective transport service, either individually or in coordination, that best considers that it will comply with the ultimate object of the operation that is the transport of cargo from its origin to its destination or from the geographical point that is indicated to another that is referred to, the client understanding that this service that is outsourced will always be of quality and with carriers of recognized effectiveness but, strictly limiting their responsibility to the object of the cargo agency contract and never absorbing or solidarity in responsibility with the effective carrier (s). Therefore, this is agreed according to the Commercial Code of Chile.

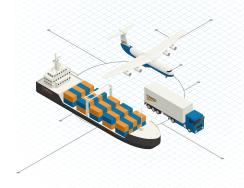
## 4.7. RESPONSIBILITY OF THE CARGO AGENT REGARDING THE CARGO AND INSURANCE.

- 4.7.1.- It will be the responsibility of the shipper, consignee, or any agent that hires the services of the Agency of the cargo to be transported, as well as the data and characteristics of the same that it provides for carrying out the transport operation, by what will be understood in all cases that the actual content of the cargo will be in all cases of the nature, volume and characteristics that the customer says it is.
- 4.7.2.- Effective carriers are required by law to have insurance both for the means of transport and for the cargo they handle, however, there is a caveat and the obligation for the owner of the cargo or shipper to request the contracting of the insurance of the cargo to be transported, so that at all times it will be the obligation of the shipper or customer who owns the cargo or consignee to notify to the agent if you have insurance or wish to hire it and it will be at all times the responsibility of the insurer or not and never of the agent.
- 4.7.3.-The freight agent does not provide insurance that covers loss / damage of the cargo, unless the client so instructs it previously and specifically in writing.
- 4.7.4.-When the agent has been instructed by the client to take out the insurance, the freight agent will proceed to do so on behalf of the client acting as a policyholder.
- 4.7.5.-In the event that insurance coverage has been taken, the General Conditions for transport, as well as the related clauses in force in the local insurance market, shall apply to the insurance covering the transport.



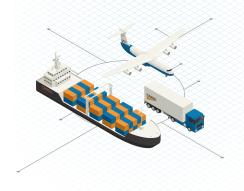
## 5. RESPONSIBILITY OF THE SHIPMAN OR CASH CARRIER.

- 5.1 .- The Shipping Company or shipping company is the natural or legal person whose purpose is to operate and operate one or more vessels owned or under his possession, even if it does not constitute its main activity, in accordance with the Navigation Law.
- 5.2. Responsibility. The terms in which the shipping company is bound are those indicated on the obverse of the Bill of Lading of the transport line, in accordance with articles 98, 100 section X, 101, 102 of the Navigation Law of Chile and current international treaties. Whenever under a water transport contract, the shipping company is obliged before the shipper or shipper to move the goods from one point to another and deliver it to its recipient or consignee by paying a freight.
- 5.3 .- Termination of the Obligation with the shipping company. The client, consignee or diverse agent will pay to the shipping company the price of the freight contracted through the freight agent, including the payment for the provision of logistics coordination services and whose amount covers this document on its obverse or in that document Bill of Lading house or invoice issued.
- 5.4 .- In the case of demurrages in the service of the shipping company, the responsibility of the cargo agent is to assist with the client, whether it is a shipper, consignee or a diverse agent in the success of the operations and in the release of the cargo. Each individual coadjuvant agent must respond in the terms of the applicable Chilean legislation according to the nature of the activity carried out and in the terms in which it is forced.
- 5.5.- It is agreed that in the cases of logistics operations where the customer or consignee of the merchandise once they have entered the different customs from which these are processed and for reasons of absolute responsibility for them determine the abandonment of the merchandise, this fact will not release the client, consignee or owner of the same from paying for the services, understanding by them the payment of the agency service, the transport service provided by the effective carriers, as well as its accessory expenses such as the expenses of demurrages and storages in the enclosures since by their legal nature it will always be the obligation of the consignee or contracting client of the agency service.
- 5.6. The agency is exempt from the payment of these accessory expenses and will have legal action in cooperation with the effective carrier (s) against that or those who have expressly or tacitly determined the abandonment of the goods subject to this agency contract.
- 5.7. In these cases, the shipper or provider of effective transportation will help the agency to recover these payments and both will have action against the one who has determined the abandonment.
- 5.8.- It is also agreed that in similar cases where the freight agent is hired for the purpose of coordinating transport operations and where rail, air, land or multimodal means of transport are used, the obligation of the carrier, effective shipping company, carrier or transport service provider, it will be in the same terms



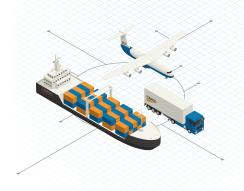
established by the document that it issues and which in turn are the representative document of the goods, which individually or jointly will be named a master or master document; as well as in the terms established in the specific international laws and / or treaties ratified by Chile. Being the freight agent only responsible for the service under the terms of this contract.

- 5.9 .- In cases where the client requests transportation service or logistic coordination that involves air transport, the Cargo Agent may coordinate the service with the suppliers that IATA, as a result, arranges the IATA Agent, which performs the intervener with the Freight Forwarder for the performance of the service requested by the client, he will respond to the Freight Forward and to the client for any omission of his service, and in the same way, the IATA agent will facilitate and indicate the procedure to follow for the In the case of claims where the client of the Freight Agent and, consequently, the Freight Agent himself are affected in any way and in particular of his earnings with respect to the operation in question. And without prejudice to the foregoing, the IATA Agent will be legally responsible and the damages and losses that may be claimed by the client or the airline may be claimed by the client or the Freight Agent, especially those derived from it. of errors in instructions to the airline itself. Or errors in routes of the airline itself.
- 5.10 In the case of air transport coordination services, IATA Cargo Agent (CO-LOADER): Legally constituted legal person, who executes the contracting of the air transport service to the effective carrier, to which the Cargo Agent on behalf of customer account an air transport service.
- 5.11 The client accepts that in respect of the claim or arbitration before the line or with the air transport line, the client must make it directly, being the case that in this case he must issue a letter of acknowledgment of debt in favor of the agent regarding the amount of the service, being the case that the freight in this case must be paid to the freight agent to make the payment to the line. If, for the convenience and decision of the freight agent, it determines that the claim and / or arbitration must be made by it, the client is obliged to endorse in procuring the air waybill and issuing a letter of assignment of management rights in favor of the client in order that it performs the corresponding management.
- 5.12 The parties agree that what refers to the air service done by the line as well as all that circumstance that involves arbitration or claim before the line, will be affected by the Regulations established in the IATA, however regarding the client's breach of the agent of charge regarding the service provided, its consideration and the omissions that the client has that result in the affectation to the cargo agent will be regulated by this contract and consequently the Courts of the Common Law of Chilean federal Courts will be competent according to competition by subject or region.
- 5.13 RESPONSIBILITY OF THE SHIPMAN OR EFFECTIVE CARRIER. It will be the responsibility of the effective carrier to determine the route that will be followed from the place where the positioning and collection of the cargo is requested, to the requested, agreed or necessary destination, to make the logistic connections or substitutions, and / or to the final destination , which logistically must be the shortest and safest for the cargo to be transported, limiting the agent's responsibility only to determine the time at which the transport and the load must be present, to carry out the export or import of the merchandise determined. The



effective carrier is obliged to inform the agent to follow the route as soon as possible before the transportation is made, as well as the change of the same when necessary.

- 5.14 For cases of land services where the merchandise is shipped and delivered to the consignee, it is provided that for export freight the agent limits his liability to the national tranche, so in international tranches until delivery, The responsibility will be of the consignee agent at destination so the client must contract the insurance that corresponds directly or through the agent that covers any eventuality or loss that may affect the goods so that in case there is an affectation to them In international tranches, the freight agent will be limited to notify the customer of the circumstance to enforce the insurance for which the customer or owner of the merchandise in his case will be supported by the freight agent in the management issue and documentation facilitation for the corresponding procedure.
- 5.15 In case of breach by the customer of the service or the payment of the freight, he will be liable to the freight agent and this relationship will be included in this contract so that his responsibility will be the competition of the Courts of the common jurisdiction or Santiago Chile District.
- 5.16 In cases where the ground service is involved for transport on a full trip or to a specific port or terminal, in all cases, the agency shall be understood to mean that the legal or physical person who in a fixed office or in the field sells or offers the service to the agent, so that he can complement the logistics coordination service, it will be understood that the person who offers it, is and will be responsible for all legal effects that may arise in respect of civil, commercial obligations and operational coordination, with special emphasis on the issue of insurance that by law must offer and will be required to specify what that insurance covers. In this order of ideas, the observation is also made in a special way, which will be obliged to respond in cases of criminal cases or criminal responsibilities arising from the occurrence of an illegal act on the cargo object of the service.
- 5.17 For the previous case stipulated in the immediately preceding point, in cases where the full is integrated by different suppliers or owners, the provider (s) will be represented by a single person, with sufficient capacity and enough to enter into this type of agreement. , and in sequence will have the obligation to issue original transport documents with the requirements of law, established for commercial transport services of general, or special cargo, whatever the case, stipulated by the Ministry of Communications and Transportation for these means.
- 5.18 The freight forwarder in the event that such representation, or obligation of the effective carrier or service provider, does not comply with the provisions to the satisfaction of the freight agent, the latter may not accept this service, and make mention to the customer of the need to re-coordinate the operation for security, and offer a different date to avoid inconvenient physical closures.
- 5.19 In case there is an agreement of the service of the supposed effective carrier, and it turns out that by means of deceits he has issued false documentation, or agreements vitiated by bad faith, injury or lie; In the case of any partial loss, total impairment of merchandise or criminal act that results in transit or during



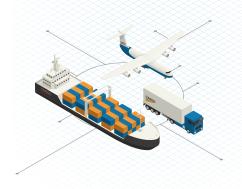
the fact that the merchandise and agreement made are in force, the alleged carrier will have direct criminal responsibility without prejudice to the merchant or civilian when conjugated the facts that prove them.

# 6. RESPONSIBILITIES AND OBLIGATIONS OF THE CHARGER, CONSIGNEE, CUSTOMER OR DIVERSE AGENT CONTRACTED BY THE CARGO AGENT.

- 6.1. It will be the responsibility of the shipper, consignee or any agent that hires the services of the freight agent, of the cargo to be transported, as well as of the data and characteristics of the same that it provides for carrying out the transport operation, so that it will be understood in all cases, the actual content of the cargo will be in all cases the "who claims to be" the customer.
- 6.2. It is agreed and accepted the direct and unconditional obligation and with an expiration date in sight recognizing "I owe and pay" in favor of the cargo agent and as a direct beneficiary, the amount covered by this document, whose subscription date also appears on the front as a debit that the debtors that appear as shipper and / or consignees must pay jointly or separately as the case may be, for the price of the operations that are carried out as well as the payment to the logistics coordination service that must be paid to the freight agent, which was previously accepted by the client.
- 6.3. The costs of contracting the insurance that covers the cargo will be borne by the client, who must request it in writing to the Freight Agency.
- 6.4. The cargo to be transported must be properly wrapped and packed according to the merchandise in question, this being the absolute responsibility of the customer.

# 7. ACTIONS THAT ARE DERIVED FROM THIS CONTRACT.

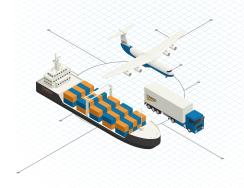
- 7.1 .- The freight agent will have at all times in his favor the action of breach of contract and damages that are caused.
- 7.2 .- For the breach of the client or shipper for the non-payment of the agency service provided by the Agency.
- 7.3 .- Due to the error or bad faith of the correspondent in the co-loader services, where, due to the agent in origin or the Correspondent agency, the freight agent cannot carry out its coordination of logistics services, or have to incur undue payments or impair your business reputation.
- 7.4 .- Because the transport company incurs negligence or actions without rights or outside the law and the limits of its obligations and possibilities, and because of these, the freight agent incurs extraordinary expenses, liability to the client, agents, shippers or consignees or that their commercial reputation is directly affected.



7.5. - By mistake, negligence and / or bad faith of the co-loader agent, in any operation in which his service has been used; and that as a direct consequence of that error, negligence and / or bad faith, the operation in question has not been able to arrive or conclude in good term, there will be direct and unconditional responsibility of this agent in favor of this agency and the rights of this may be added and the rights of the carrier or shipping company, of the shipper, and / or of the consignee, and / or of the owner of the cargo by means of the figure of the auxiliary third party; but there will never be any right in these terms against the cargo agent, so if any action is taken against him, this clause will operate as an exception in defense.

### 8.- THE TRANSPORT INSTRUCTION.

- 8.1.- The transport instruction must be delivered to the freight agent in writing, containing at least the following information: Type of cargo; description and classification (e.g. dangerous goods); Type of packaging specifying content, quantity, weight (gross / net) and dimensions of packages; Place of reception and delivery; Instructions and conditions concerning boarding, means of transport (sea / air / land); Specific instructions regarding the mode of transport (FCL / LCL / Consolidated) and the issuance of documents.
- 8.2.- In the absence of precise instructions, the cargo agent will be entrusted with the selection of the means and the most appropriate ways to subcontract the transport.
- 8.3.- In the case of transport instructions given verbally, the client must confirm them to the freight agent in writing, within the next twenty-four (24) hours.
- 8.4.- It is the responsibility of the client to transmit this information correctly and completely. It is not the obligation of the freight agent to check the information received. In case of discrepancy, the freight agent will inform the customer, in order that the inconsistency be clarified.
- 8.5.- The freight agent will decide, at its own discretion, the acceptance of the instructions
- 8.6.- For all cases, for the freight agent, the client will be the natural or legal person, who requests the services of the freight agency, be it the import or export service, consequently, the obligation to pay for the services, it will be automatically from this contact, being the case, that if during the course of the operation, there was a change of consignee mentioning or instructed by the first client, this instruction of change of consignee, does not exclude from responsibility for the fulfillment of the obligations of payments of the service to said client, being the first to respond for payments of freight, demurrages, storage and accessory expenses, will always be the first client, from which first contact and booking confirmation was received. It is important to mention that if these instructions are given, the operations personnel of the freight agent must verify the authorization before making any changes with suppliers and if there is no impediment to legal or customs antecedents, which may affect the operation in depth.



## 9.- PAYMENT TERMS AND CUSTOMER RESPONSIBILITY.

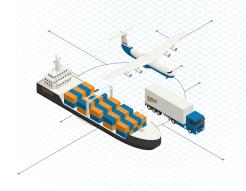
- 9.1.- The customer is responsible for the payment to the freight agent against billing.
- 9.2.- The freight agent has the right to collect his freight, expenses and other costs related to his performance, at any time for the release of the cargo for these concepts.
- 9.3.- The client is responsible for the payment of fees, customs duties, transportation or any other service not contracted with the freight agent.

### 10.- INVOICES.

UNIQUE. - The invoices issued by SII, for the value of the services provided and object of this contract, are representative title of the service requested by the client and provided by the agent and for the purposes of legal proceedings, may be requested as executive by Recognize the client as a representative document of the service provided and will become enforceable on its expiration date without the need for additional acceptance.

# 11.- RIGHT OF RETENTION IN GUARANTEE OF FULFILLMENT OF OBLIGATIONS DERIVED FROM A CONTRACT AND ACCEPTED BY THE PARTIES.

- 11.1.- In the event that the client fails to pay for the service provided by the Cargo Agent, as well as for the expenses or accessory payments of the service, which have been generated, for reasons beyond the Agent's control, this agent shall have the right to withhold the cargo in question, and which is the subject of the service provided, even as long as the client liquidates each and every one of the amounts that have been generated, including those, that due to the payment default that the client has incurred in front of the agent; In the case of supplementary expenses such as demurrage, storage, maneuvers, or any other movement or operation, the client will be obliged to pay them in full, so in case of not doing so, their cargo will not be released, and the Agent will not be liable under any circumstance for the partial or total loss, or for seizures or abandonment that is declared by the federal treasury, consequently, even if the client's omission generates these consequences, the Agent will have the right to permanently enforce the requirement of the payment by judicial means, and the client will not be able to claim from the agent any action or benefit, that does not have to do strictly with the provision of the logistics coordination service.
- 11.2.- The Agent will be obliged to inform in a timely manner the status of the shipments and their transit, specifically in exports of the positioning, of the physical and documentary closures, as well as of the ship's departure, of the transit times, of the approximate times on arrival at destination, as well as on the destination coordination of the arrival and dispatch of the corresponding cargo, therefore, in the case of multimodal services where a comprehensive door-to-door service is requested by the client, it will also notify the arrival from land transport to cargo positioning, and from its exit to the cargo port for its departure to final destination, either by sea or by air, in this case corresponding to the modalities and specific characteristics of air transport.



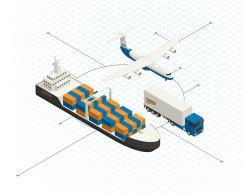
- 11.3.- In import cases, the Agent will be obliged to inform the client by means of arrival notices of the cargo either by sea or air, or even by land, taking into account that this notification implies the corresponding actions of the client, for the purpose of being able to dispatch the merchandise when arriving in Chile, without any problem and within the free time that will be granted by the shipping lines or by the air carriers, or land, in case such facilities exist.
- 11.4.- In the event that the Client or final consignee of the goods incurred in omissions of any nature, against the Agent, or with respect to the fiscal obligations, customs or health nature or of any nature that implies the detention of the merchandise and the inability to properly terminate the operation by the agent, it will be understood in all cases and without omissions that the responsibility for omission or blame will be on the client and consequently the client will be liable to the agent and the actual carrier or Shipping company, or transport service provider, of the payment of the expenses that these omissions generate, excluding the agent from obligations derived from these omissions against the shipping company or supplier or third parties, consequently, any damage or property impairment that the agent suffers with respect to These omissions or problems of the client, the agent will have the right to demand compensation, more damages and prejudices before the judicial authority.
- 11.5.- The service and conditions of the service that the client hires and that the agent provides, are delimited in this contract and described in the corresponding charge instruction or insurrection letter that the client accepts and authorizes.

# 12.- LIMITATION OF LIABILITY FOR ACTS OR FACTS OF THIRD PARTIES.

The Freight Forwarder is authorized to select and hire carriers, customs agents and others, if required by the transport, storage, handling and delivery of the cargo, all of which will be considered independent third parties of the Freight Agent and the cargo will be entrusted to such third parties subject to all conditions such as limitations of liability for loss, damage, expenses or delay in delivery and all rules, regulations, stipulations and conditions, whether written, printed or stamped, that appear on roadmaps, knowledge boarding and receipts issued by such carriers, and others. Consequently, Under no circumstances will the Cargo Agent be liable for any loss, damage, expense or demurrages suffered by the cargo for any reason while it is in custody, possession or control of such third parties selected by said Cargo Agent.

#### 13.-LIMITATION OF LIABILITY.

- 13.1.- In any case, the responsibility of the Freight Agent in its performance as a Freight Agent will be limited, being exclusively said responsibility with respect to the acts that correspond to it and are of the nature of the logistic coordination.
- 13.2.-In case there is any omission on the part of the Cargo Agent with respect to its service already specified and described in this contract, the Cargo Agent may upon request clarification or claim before the same freight agency, and after analysis and study done by the contentious area of the same agency, may estimate compensation, which will be due to the following terms, amounts and amounts:



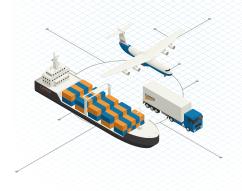
#### 13.3.- CLAIM PERIOD.

The final consignee of the merchandise will have the obligation to carry out the corresponding inspection of the aforementioned merchandise, which must coincide with what has been expressed in the corresponding operation documents, such as the bill of lading, bill of lading or air waybill, which is issued, as well as with the dispatched by the customs agent, consequently, in case there is any variant, the consignee, of the goods will have a period of 48 hours to make the corresponding notification to the freight agent, owing accompany, reliable proof of the opening of the containers or boxes in its facilities, and photographic material of the state in which said goods arrived, as well as all those elements that may serve as a conviction, that the merchandise did not arrive according to those specified in the documents of the operation. Therefore, in case of not making such notice to the freight agent, the right of the claim will prevail against the consignee or beneficiary of the transport documents.

13.4.- The payments of the invoices of the International Cargo Agent for the provision of its services under any circumstances may be conditioned to the attention of any claim and / or any act or fact of the International Cargo Agent and / or its employees, agents or subcontractors, therefore the effect that the claim and subsequent acts of the freight agent follow its course the client or consignee, must pay the corresponding service to the international freight agent, understanding this payment, as the total amount, which includes the services of the agent and of the accessory services that he has used with suppliers, agents, etc. So, if he does not do so, the claim that is made in case will be considered as not filed, and the client will be considered to be in breach of the contract and of the obligations derived from it.

## 14.-CIVIL, CRIMINAL AND JUDICIAL LIABILITY EXEMPTIONS, FOR THE CARGO AGENT.

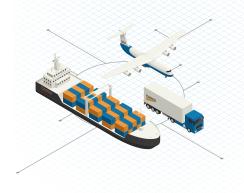
- 14.1.- The freight Agent will not be liable with respect to any loss, damage or expense, such as loss of profit, loss of earnings, loss of market, loss of opportunity, loss of customers, fines, claims for losses due to depreciation or Conventional fines, fluctuations in exchange rates, fees or taxes increased by the authorities whatever the cause. In addition, the exemption clauses described below are applicable:
- 14.2.- Under no circumstances will the Cargo Agent be responsible if one or more of the following circumstances to occur:
- a. Negligence of the client or his authorized representative.
- b. Packing, labeling and stowage defective or the absence thereof, provided that it has not been the Cargo Agent, responsible for executing the packaging, marking and stowage of the cargo. Likewise, the Freight Agent will not be responsible for the cargo of which it cannot verify the content.
- c. Terrorism, assault, war, rebellion, revolution, insurrection, usurpation of power, confiscation or apprehension under the orders of a government or a public or local authority.



- d. Damage caused by nuclear energy.
- e. Natural disasters.
- f. Force majeure or unforeseeable circumstances.
- g. Theft.
- h. Circumstances that the Loading Agent could not avoid, consequences that it could not foresee.
- i. Vices of the nature of the cargo.
- 14.3.- Under no circumstances will the Cargo Agent will be liable for damages attributed to delay in the delivery of the cargo.
- 14.4.- Under no circumstances will the Cargo Agent will be responsible if the cargo has been transported by the customer or his representative.
- 14.5.- The Cargo Agent will not be responsible for the consequences arising from loading / unloading operations that have not been carried out by him.
- 14.6.- The Freight Agent will not be liable, under any circumstances, for loss, damage, expenses or fines arising in connection with the erroneous information provided by the customer regarding the number of packages, content, weight, brands, serials, dimensions or description of the cargo.

# 15.- FORM AND INFORMATION EXCHANGE METHODS NOTIFICATIONS AND COMMUNICATIONS THROUGH WHICH THE CARGO AGENT COMPLIES WITH THE PROVISION OF THE SERVICE.

15.1.- The parties to this contract, freight agent, customer, suppliers and before they intervene in the logistics transport coordination operation, including foreign correspondent agents, in multimodal unimodal operations, door-to-door services or any other type that It is contracted, admitted and accepted, that the electronic route will be one of the most important ways to establish contact and be aware of the logistics coordination service, according to the rules applicable to each country, whether of origin, destination or transit, in direct, regular or non-regular, or reshipment services, and in particular with what is established in Chielan legislation regarding electronic commerce stipulated in the commercial code and complementary laws in force in Chile, consequently, each notice issued in these terms, an agreement of express or tacit wills will be considered, and consequently, for any clarification that eja or process of any nature, those exchanges of information will be understood by the parties as full evidence, only the formality of the law specified by the Chilean judicial authority.



15.2.- Regarding the exchange of common and usual emails in the operations of the freight agency with its customers and its suppliers, the following NOM is applicable.

## 16.-Normalization

The Federal Law on Metrology and Standardization establishes that the Official Mexican Standards are constituted as the suitable instrument for the protection of the interests of the consumer, on March 20, 2002, the National Advisory Committee for Standardization of User Security, Commercial Information and Trade Practices, unanimously approved the norm referred to is the OFFICIAL MEXICAN STANDARD NOM-151-SCFI-2002, COMMERCIAL PRACTICES-REQUIREMENTS TO BE OBSERVED FOR THE CONSERVATION OF DATA MESSAGES

This standard in accordance with the provisions of articles 40 of the Federal Law on Metrology and Standardization in relation to 49 of the Commercial Code, the Ministry of Economy issued a Mexican Official Standard that allows compliance with the obligation, in charge of the merchants who use data messages to carry out commercial acts, to keep for the term established in that Code, the content of the data messages in which contracts, agreements or commitments that give rights and obligations have been consigned; and whose content must be kept intact and unchanged from the moment it was first generated in its final form, and must be accessible for further consultation. This standard has as its objective the requirements that must be observed for the preservation of the content of data messages that consign contracts, agreements or commitments and that consequently originate the emergence of rights and obligations.

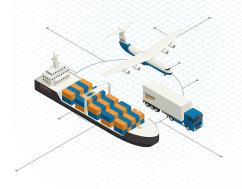
Its field of application is of general observance for merchants who must keep the data messages in which contracts, agreements or commitments are consigned that are born in rights and obligations, as well as for all those people with whom the merchants grant or contract such contracts, agreements or commitments.

## Operation scheme

The basic operation model of the Front End of Communications, hereinafter FEC, is shown in Figure 1, it shows a client program, the FEC and a server program. The operation scheme is simple: the FEC is responsible for accepting customer connections, authenticating and, in the event that the service to which they wish to connect is in operation, notify the latter of the client's connection.

#### 17.- LEGAL AUTONOMY OF THE WILL OF THE PARTIES IN CONTRACTUAL MATTERS.

All and each one of the clauses of these conditions of service provision, it is stated that they are attached to law under protest of telling the truth, consequently, in cases of judicial proceedings, it will be only in cases that the authority determines to perfect of certain formalities that the procedures require, however, as regards the legality of this instrument, it is understood that it is an adhesion contract, perfected by the electronic, express or tacit acceptance of the parties involved in a certain operation and in the It is understood that, in the event that the law does not provide for a specific circumstance, applicable to any particular problem arising from a logistic coordination operation, this instrument will be considered as the full and



conscious manifestation of the parties by virtue of which the consequent acts that determine its tacit acceptance, therefore, in the absence of regulation express action, the will of the parties in the sense, that each one is bound in the terms and manner in which they wanted to be bound, will be the basis or source of the actions taken in court or in judicial proceedings brought before the competent authorities Likewise, in the event that for any reason not existing at this time or when contracting the service to the Cargo Agent is contrary to law, it will not imply that the other parts of this instrument are nullified or invalidated or lose the force that the will of the parties granted in this act.



