

**ALVELAIS FORWARDING & LOGISTICS, INC.**  
**STANDARD TERMS AND CONDITIONS OF SERVICE**  
**(“Terms and Conditions”)**

These Terms and Conditions constitute a legally binding contract between the “Company” and the “Customer” governing the provision of customs brokerage and related services provided by the Company to the Customer. If the Company renders any other services to Customer, the Terms and Conditions as set forth for such other service(s) shall govern those services. The most current Terms and Conditions and the controlling version of the ALVELAIS FORWARDING & LOGISTICS, INC. Terms and Conditions are published at [www.alvelais.com.mx](http://www.alvelais.com.mx) and are subject to change by Company, at any time, without prior notice.

**1. DEFINITIONS.**

- 1.1 “Company” shall mean ALVELAIS FORWARDING & LOGISTICS, INC., its subsidiaries, related companies, agents and/or representatives.
- 1.2 “Customer” shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper’s agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these Terms and Conditions to all such agents or representatives.
- 1.3 “Documentation” shall mean all information received, directly or indirectly, from Customer, whether in paper or electronic form.
- 1.4 “Ocean Transportation Intermediaries” (“OTI”) shall include an “ocean freight forwarder” and a “non-vessel operating carrier.”
- 1.5 “Third parties” shall include, but not be limited to, the following: “carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise.”

**2. QUOTATIONS AND PAYMENT TERMS.**

- 2.1 Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice. No quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.
- 2.2 Compensation of Company. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers, and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges.
- 2.3 All payments shall be due ten (10) calendar days from date of invoice.
- 2.4 All payments shall be made in United States dollars, without discount, setoff, retention or deduction, to a bank account designated by Company. Company reserves the right to require payment by wire transfer. Invoices not paid on due date will be subject to a delinquency finance charge of 1% per month starting on the first day after such account is due. Company reserves the right to such additional damages as a result of the overdue balance from Customer.
- 2.5 If Customer fails to pay Company in accordance with the above terms, then Company, at its option and without prejudice to its other rights and remedies, may (a) terminate the services without notice, (b) suspend its services until all indebtedness is paid in full, and/or (c) place Customer on a cash-in-advance basis. In the event of default in payment, Customer shall pay Company’s costs of collection, including, but not limited to, reasonable attorney’s fees.
- 2.6 Any preexisting obligation of Customer to make payment for services delivered hereunder shall survive fulfillment of the applicable sales/purchase order.

- 2.7 If Customer desires any change the services, Company shall have the right to increase quoted prices.
- 2.8 Services may be cancelled by Customer at any time by written notice with the understanding that Company will be compensated in full for any work or services performed prior to cancellation, plus the cost of any goods or services purchased for the cancelled order.
- 2.9 Advancing Money. All charges, including, but not limited to, duties and taxes must be paid by Customer within ten (10) calendar days from the date of invoice for such fees, regardless of other terms that may have been agreed up for other invoiced services. The Company will not advance funds for payment of duties or taxes.

**3. COMPANY AS AGENT.** The Company acts as the “agent” of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the filing of security documentation on behalf of the Customer and other dealings with Government Agencies. As to all other services, Company acts as an independent contractor, and shall at no tie be considered a partner or joint venturer, or otherwise, of Customer. Customer agrees that the version of these Terms and Conditions in effect at the time of tender will apply to services provided by the Company. Except to the extent of any written agreement between Company and Customer, these Terms and Conditions supersede any claimed, alleged or asserted oral agreement, promise, representation, or understanding between or among the parties with respect to the customs brokerage services provided by Company.

**4. INSURANCE.** Unless requested to do so in sufficient time prior to shipment from point of origin, and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer’s behalf. The Company does not undertake or warrant that such insurance can or will be placed. In the event that Customer requests insurance from Company, all insurance placed will be governed by the certificate or applicable policy issued, and will only be effective upon acceptance by the insurance company selected by the Company. In all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance. If for any reason the goods are held in warehouse, or elsewhere, the goods will not be covered by insurance, unless the Customer specifically requests such coverage in writing, and in advance, and Company confirms in writing that such coverage has been obtained.

**5. RELIANCE ON INFORMATION FURNISHED.**

- 5.1 Customer acknowledges that it is required to review all documents and declarations prepared by Company and/or filed by Company on Customer’s behalf with U.S. Customs and Border Protection, other Government Agencies and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements or classifications, or omissions on any declaration or other submission filed on Customer’s behalf.
- 5.2 In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer, including, but not limited to, tariff classification and information relating thereto. Customer shall use reasonable care to ensure the correctness of all such documentation and information and shall indemnify and hold the Company harmless from and against any and all claims, liability or losses, including but not limited to attorneys fees, suffered by reason of the Customer’s failure to disclose documentation or information, or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all documentation and information required to import, export or enter the goods.

**6. LIMITATION OF ACTIONS.** Unless subject to a specific, law regulation, statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company within thirty (30) days of the event giving rise to claim. Customer’s failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer. Claims may not be deducted from charges and no claim will be considered until all fees due hereunder have been paid in full. In the event that If Company pays a claim, Company shall be entitled to possession of the portion of the shipment for which claim was made as salvage, if applicable. The failure to provide the salvage shall be a bar to recovery of any claim. All suits and arbitration against Company must be filed and properly served on Company as follows:

- (i) For claims arising out of land transportation, within two (2) years from the date of the loss or damage;
- (ii) for claims arising out of ocean transportation, within one (1) year from the date of the loss, however, for shipments subject to the U.S. Carriage of Goods by Sea Act, such time period shall be nine (9) months;
- (iii) for claims arising out of air transportation, within two (2) years from the date of the loss;
- (iv) for claims arising out of the preparation and/or submission of an import entry(s), within seventy five (75) days from the date of liquidation of the entry(s);
- (v) for claims arising out of the preparation and/or submission of an importer security filing, within one (1) year from the date of loss; and
- (vi) for any and all other claims of any other type within two (2) years from the date of the loss or damage.

**7. NO LIABILITY FOR THE SELECTION OR SERVICES OF THIRD PARTIES AND/OR ROUTES.**

Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment, if applicable. Advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party. All claims in connection with the act of a third party shall be brought solely against such party and/or its agents. In connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

**8. DECLARING HIGHER VALUE TO THIRD PARTIES.** Third parties to whom the goods are entrusted may limit liability for loss or damage. The Company will request excess valuation coverage only upon specific written instructions from the Customer, which Customer must agree to pay any charges therefore. In the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

**9. DETENTION POLICY.** Company may, from time to time, specify free unloading time allowances and detention charges, which it has negotiated with its common carriers. Demurrage charges resulting from the use of common carrier equipment will be charged to the Customer by the common carrier (or by Company, if Company is billed by carrier) if demurrage charges were incurred through the fault of Customer.

**10. C.O.D. OR CASH COLLECT SHIPMENTS.** Company shall use reasonable care regarding written instructions relating to "Cash/Collect" on "Deliver (C.O.D.," shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies; provided, however, that the Company shall have no liability if the bank or consignee refuses to pay for the shipment. All payment documents tendered in satisfaction of C.O.D. shipments will be accepted based solely on Customer's accepting all risks related thereto, including, without limitation, Customer's responsibility for risk of non-payment, insufficient funds, and forgery.

**11. NO DUTY TO MAINTAIN RECORDS FOR CUSTOMER.** Customer acknowledges that pursuant to Sections 508 and 509 of the Traffic Act, as amended, (19 USC 1508 and 1509), Customer has the duty and is solely liable for maintaining all records required under the Customs and/or other laws and regulations of the United States. Unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by applicable law(s), statute(s) and/or regulation(s), but not act as a "record keeper" or "record keeping agent" for Customer.

**12. RIGHT TO INSPECT PROPERTY.** All shipments are subject to inspection by Company. Company is not obligated to perform such inspection, except as mandated by law. Company reserves the right to unilaterally reject a shipment it deems unfit for transport after inspection.

**13. OBTAINING BINDING RULINGS, FILING PROTESTS, ETC.** Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake pre- or post- release actions, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

**14. PREPARATION AND ISSUANCE OF BILLS OF LADING.** Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages, and/or cartons, etc., unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same. Company shall rely upon and use the cargo weight supplied by Customer.

**15. FORCE MAJEURE.** Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Terms and Conditions (and any documentation

related hereto or between Company and Customer, including, without limitation, invoices), resulting from circumstances beyond the control of either Company or its subcontractors, including, but not limited to: (i) acts of God, including flood, earthquake, storm, hurricane, power failure or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, breaches of contract or omissions by Customer, shipper, consignee or anyone else who may have an interest in the shipment (v) acts, orders or rules by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (vi) strikes, lockouts, outbreak, epidemic, pandemic or other labor conflicts.

**16. HAZARD WARNING RESPONSIBILITY:** Customer acknowledges that it has been adequately warned by Company of the risks associated with handling, using, transporting, storing, and disposing of a product. Customer further acknowledges its separate and independent knowledge of such risks, which are known in Customer's industry. Customer shall maintain compliance with all safety and health related governmental requirements concerning customers goods and shall take all reasonable and practical steps to inform, warn, and familiarize Company with all hazards associated with its good, including handling, shipment, storage, use, and disposal. Customer shall indemnify, defend and hold Company harmless from any and all damages and liabilities incurred by Company in relation to the transportation of Customer's goods in violation of any and all applicable hazardous substances and/or environmental laws and regulations.

**17. GENERAL LIEN.** Company shall have, and Customer grants Company, a general lien and security interest on any and all property (and documents related thereto) within its care, custody and control, including, without limitation goods of Customer, for all charges and expenses advanced by Company, including any charges due for prior unrelated shipments, invoices or services performed by Company. Company may refuse to surrender possession of the goods until all such charges are paid in full. If such amounts remain unpaid for thirty (30) days after Company's demand for payment, Company may sell such property at public auction or private sale. The proceeds of such sale shall be applied to the amounts owed. Any surplus shall be paid to the rightful party and the Customer shall remain responsible for any deficiency.

**18. DISCLAIMER:** EXCEPT AS SET FORTH HEREIN OR OTHER MUTUALLY AGREED WRITTEN WARRANTIES, COMPANY MAKES NO GUARANTY OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR USE, OR FITNESS FOR ANY SPECIFIC PURPOSE, EVEN IF KNOWN TO COMPANY.

**19. LIMITATION OF LIABILITY:** Customer's exclusive remedy for any and all losses or damages resulting from the Services, including, but not limited to, any breach of warranty, breach of contract, negligence or strict liability shall be limited, at Company's option, to either: (i) the return of the amount of the compensation paid (or owed) by Customer to Company for the services rendered, or (ii) the timely replacement in kind of the service. Any liability of Company for any claim of Customer for loss or damage shall be offset by any insurance available to Customer to pay any portion of the claim. Further, no insurance carrier of Customer, nor any other person or entity, shall have rights of subrogation pursuant to these Terms and Conditions. In no event shall Company be liable to Customer or any third-party for any special, consequential, incidental, punitive, exemplary or indirect losses or damages, including, but not limited to, loss of anticipated profits or revenue or other economic loss attributable to the services or to any other matter arising out of or in connection with the services or the applicable sale/purchase order. Furthermore, it is the intention of the parties that there are no third-party beneficiaries to these Terms and Conditions. The Company shall not be liable for the acts or omissions of third-parties.

**20. INDEMNIFICATION: CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY AND ITS OWNERS, DIRECTORS, OFFICERS EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNIFIED PARTIES") FROM ANY AND ALL LOSSES, COSTS, LIABILITIES OR DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY THE INDEMNIFIED PARTIES, AND CLAIMS, LAWSUITS, PROCEEDINGS OR DEMANDS THAT MAY BE MADE BY ANY PERSON OR ENTITY, (INCLUDING CUSTOMER AND ITS EMPLOYEES AND AGENTS, AND ANY THIRD PARTY) AGAINST INDEMNIFIED PARTIES, ARISING FROM ANY MATTER RELATING TO THE IMPORTATION OR EXPORTATION OF CUSTOMER'S MERCHANDISE, AND/OR ANY CONDUCT OF THE CUSTOMER, INCLUDING, BUT NOT LIMITED TO, THE INACCURACY OF ENTRY, EXPORT OR SECURITY DATA SUPPLIED BY CUSTOMER OR ITS AGENT OR REPRESENTATIVE, WHICH VIOLATES ANY APPLICABLE LAWS, AND FURTHER AGREES TO INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGES, COSTS, CLAIMS, PENALTIES, FINES AND/OR EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES (REGARDLESS OF WHETHER LITIGATION IS FILED), WHICH THE INDEMNIFIED PARTIES MAY HEREAFTER INCUR, SUFFER OR BE REQUIRED TO PAY BY REASON OF SUCH CLAIMS.**

**21. SEVERABILITY; WAIVER OF BREACH.** In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. No waiver of Company of any breach by Customer of any of the Terms and Conditions shall be construed as a waiver of any subsequent breach of the same or any other term or condition.

**22. NO MODIFICATION OR AMENDMENT UNLESS WRITTEN.** These Terms and Conditions may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

**23. GOVERNING LAW.** The Terms and Conditions (and any documentation related hereto or between Company and Customer, including, without limitation, invoices) shall be governed by, and construed pursuant to, the laws of the State of Texas, United States of America, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction. **The INCOTERMS 2020 shall apply to these Terms and Conditions (and any documentation related hereto or between Company and Customer, including, without limitation, invoices).**

**24. ALTERNATIVE DISPUTE RESOLUTION:** Any dispute between Customer and Company which cannot be settled amicably within thirty (30) days of a written notice by one party to the other of the existence of such dispute specifying the object thereof, shall be settled, to the exclusion of a court of law or equity proceeding, by an arbitrator jointly selected by the parties. Arbitration proceedings shall be held in El Paso, Texas. Failing agreement by the parties, the arbitrator shall be appointed by the American Arbitration Association. Counterclaims may be filed in the same arbitral proceeding. Judgment upon the arbitral award may be entered in and enforced by a court of competent jurisdiction.

**25. BINDING EFFECT.** These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**26. NOTICES.** All notices to the Company shall be provided by certified U.S. mail and shall be effective upon receipt by the Company at the following address: 9223 Billy the Kid, El Paso, Texas 79907, Attn: Director, Import Services.