

SCHENKER PERU S.R.L
GENERAL TERMS AND CONDITIONS

Version 2 – October 2015

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**SCHENKER PERU SRL (“SCHENKER”) Terms and conditions
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SCHENKER PERU SRL
(HEREINAFTER “SCHENKER”)
TERMS AND CONDITIONS
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We communicate to our Customers, branches, affiliates or subsidiaries worldwide of Schenker (Related People) as well as to any natural or legal person that hires or does business with Schenker Perú S.R.L, hereinafter Schenker, the following terms and conditions of the services that Schenker offers, which are divided in the following areas:

1. Logistic Services Area: Schenker offers logistic solutions integrated from the supplier to the goods delivery to the final customer. For this purpose, Schenker uses a management system that contributes a tool controlling the operation in all its stages.

It is clear that, the logistic solutions done to a customer measure could be subcontracted to authorized third parties. Those services include reception services and load identification, warehousing, classification and order preparation, delivery dispatch, local transport and goods distribution according to the customer instructions.

Additionally,

To provide the warehousing service, Schenker uses a warehouse management system (WMS).

2. Perishable Transport Area: Schenker provides solutions to perishable loads given that special atmospheric conditions along all the transport chain are required. This service is appropriate for the logistic of vegetable and fresh fruit, fish, shellfish as well as flowers and plants.

Through this service, Schenker offers atmospheric control technology to prevent fungus and damages, and controlled ventilation system as well as how the load monitoring along all transport chain and easy tracking on Internet are conducted using the efficient and eco-friendly equipment as refrigerated containers that keep precise and constant temperatures.

3. Land Service Area: Schenker offers services of load ground transportation (coming from abroad and nationals), customs brokerage through the hiring of a customs broker, customs clearance, load attention services (packing), among other similar services.

It is clear that, those services may be developed through Schenker own units or through the subcontracting of authorized companies.

4. Projects Area: Schenker provides global logistics solutions for large projects where heavy and oversized load is managed and transported to industrial plants. It has experience in this sector and the service is developed normally based on contracts entered into with the contractor or the importer, after a participation in complex selection or tender processes.

5. Air Freight Transport Area: This area is responsible of the air transportation of goods importation to Peru. It differentiates itself from the perishable area because it punctually provides the exportation transport service. Schenker offers different kinds of services, such as first air transport, business and economy services.

6. Ocean Freight Area: Schenker provides the service maritime load brokerage for which it offers the service of entire containers (LCL/ Less-than-Container-Load) in the international load transportation by this via. It is clear that, for this purposes, Schenker hires a customs broker dully authorized by Peruvian Customs Administration.

Also, Schenker establishes that the rate and validity of the contribution will be sent per each service, which could be changed unilaterally by Schenker at any moment, without responsibility neither penalty payment nor compensation, which enter into force the reception date of the respective communication.

It is clear that, terms and conditions indicated in this document could be changed previous agreement between Schenker and The Costumer, especially on the subject of payment of the consideration, payment refunds or resources advance in order to Schenker renders the services.

It is clear that, what is established in the Specific Contracts shall prevail over the terms and conditions set in this contract.

Also, this document shall be applied in a supplementary manner in everything that is not regulated in the Specific Contracts or Purchase or Service Orders.

CHAPTER I. SCHENKER GENERAL TERMS AND CONDITIONS THAT APPLY TO ALL BUSINESS OR SERVICES PERFORMED BY SCHENKER

1. Definitions

- **"Agency Agreement and Power of Attorney"** means the Agency Agreement and Power of Attorney shown in Section 10 of Chapter IV.
- **"BL"** means the Bill of Lading or Waybill covering the transportation of Goods, and includes a Bill of Lading for FIATA Multimodal Transport, a Straight Bill of Lading, a Straight Bill of Lading – Short Form, and a Short Form Straight Bill of Lading provided by the freight forwarder, as physical or electronic documents.
- **"Freight forwarder"**: Person who can carry out and receive shipments, consolidate and deconsolidate goods, act as multimodal transport operator subjecting to the laws of matter and issue own documents of its activity such as bills of lading, air waybill, land waybill, acceptance certificate and other similar event. For the purpose of this document, the Freight forwarder is Schenker Perú S.R.L.
- **"Peruvian Customs Administration"** is the Peruvian customs administration, any other Office or Agency, successor Department or Agency, of the Government of Peru having jurisdiction over imports and exports.
- **"Customer"** means any natural or legal person, and even any Related Party is considered, that is, branch, subsidiary or affiliate of Schenker Perú worldwide that requests to Schenker to do business or provide advice, on its own account or on behalf of such Party.
- **"Customs Broker"** Schenker employs a natural or legal person that, to its free discretion, provides Customs Broker Services under the provisions of the Annex A, Chapter IV.
- **"Taxes"** are all duties, taxes and levies on imported Goods established in the General Customs Act, the Customs tariff, the Unique Ordered Text of the General Tax Law on Sales and other laws, Peruvian regulations or norms or other countries or jurisdictions relating to customs, including penalties, interests or fines imposed under any laws, regulations or norms aforementioned.
- **"Dangerous Goods"** means Goods as statutorily defined in the applicable Peruvian laws or norms as dangerous Goods, including in this goods group the Chemical Inputs and Audited Property (Insumos Químicos y Bienes Fiscalizados (IQBF))
- **"Disbursement(s)"** means any payment made by Schenker, on behalf of the Customer, for any product or service rendered in connection with the facilitation of the import and export of Goods, including, but not limited to Duties, taxes, freight, warehousing, penalties, interest and fines and any other payments, including payments for Goods in shipments (cash against delivery) made by Schenker on behalf of the Customer.
- **"Good(s)"** means the property or equipment that are the subject matter of the services provided by Schenker under this document, which may be packed up or not.
- **"Instruction (s)"** means the express statement of the Customer's specific requirements.
- **"Owner"** means the owner of the Goods (including any packaging, containers or equipment) in relation to which any business or services are performed by Schenker.

- **“Chapter”** means one of the Chapters (I to IV) of this Terms and Conditions.
- **“Party(ies)”** includes natural or legal persons, parties, corporations, firms and associations, and even it is considered within of this definition to one Related Party, provided that this contract the services to Shenker.
- **“Related Party(ies)”** means the Schenker's Parent Company, any subsidiary, affiliate, branch or agent of Schenker, or any Party associated with or related to Schenker, including any corporation that uses the word “Schenker” in its name.
- **“Schenker”** is Schenker Perú S.R.L, except in the case referred in the definition of "Related Party".
- **“Specific Contract(s)”** are any specific documents, purchase order, services order, services scope, economic proposal, contributions, statements, agreements or contracts that have been accepted by The Customer and regulating business, service or transaction that Schenker will provide to The Customer which will prevail over the terms and conditions; however, for that not regulated in the Specific Contracts, this document shall apply.
- **Claim:** It is the formal request for a cash refund or compensation which shall be submitted in writing to Schenker within the deadlines set out in this document, it will proceed only in case the following cases are incurred:
 - Claims related to the cargo (damage and/or loss of goods).
 - Claims for error or omission in which it cause directly damage or harm to The Customer.
- It is clear that, only claims related directly by the services provided by Schenker shall be accepted and not by any of the Related Parties.
- **“Transport Unit(s)”** means containers, trailers, planes, ships or any other individual device of cargo especially designed for the Goods transport by land, sea or air.
- **“Fortuitous or force majeure Events”:** In accordance with the provisions of Article 1315 of the Civil Code, it is understood as, among others: fires, tremor, earthquakes, tsunamis, landslides, avalanches, floods, hurricanes, storms, explosions, unpredictable fortuitous events, war, guerrillas, terrorist acts, sabotage, civil commotion, lockouts, uncontrollable transportation delays, strikes, inability to obtain, however have foreseen this, adequate facilities for the material transportation, equipment and services as well as authorizations , approvals , licenses and permission by the competent authorities; or any other cause, whether similar or different from those specified here, which are out of reasonable control and could not be foreseen or, when foreseen , could not be avoided.
- If Schenker were unable to carry out the services established herein, it must communicate in writing or via email to The Customer of such circumstances within a period not exceeding two (2) calendar days, providing all the details that concerns to the event. In this regard, the aforementioned force majeure or fortuitous situations shall exempt to Schenker and The Customer from the compliance of its obligations under this contract during the time that this situation persists. If the impediment due to fortuitous or force majeure events last more than thirty (30) calendar days, Schenker may terminate by operation of law applying the Article 1430 of the Civil Code, without any responsibility or have to pay compensation or any penalty for which it must submit a notarized letter to the Customer communicating its decision to terminate the Contract. The resolution will be automatically produced and by operation of law from the notification of the aforementioned notarized letter.

2. Application

- For a better understanding, the Terms and Conditions have been divided in four chapters. In Chapter I are the definitions and the general conditions that are applied to all business done or services performed by Schenker or by any third party hired by Schenker. Also, it has been considered to describe specific services within Chapters II, III and IV in order to establish what the duties or responsibilities of Schenker are when you are hired to provide the warehouse services, freight forwarder and customs broker.

3. Definitions

The Definitions used in this Chapter I apply to Chapter I to V, inclusive, of Schenker's Terms and Conditions.

4. Headings

Headings of Clauses or groups of Clauses are for convenience and reference only.

5. Schenker Movable Property Guarantee Rights

In relation to all Goods and documents relating to the Goods which come into Schenker possession or control, Schenker shall have movable property guarantee right and general right of retention on the Goods provided that it is duly nationalized as well as of the documents for all amounts owing to Schenker.

Whether those amounts incurred to Schenker will not be paid within one calendar month since the notification has been given to the Customer that the Goods duly nationalized are being detained, Schenker could execute the guarantee, considering a base sale value equivalent to the two third (2/3) parts of the goods valorization. For every frustrated sale, Schenker has the power to punish the sales value in the percentages as it deems necessary to carry out its sale. Schenker has the power, but not the obligation, to designate an expert appraiser in case of sale, who will value the Goods according to market prices at the time of the guarantee execution. With the amount obtained from the sale of taxed Goods, Schenker will collect the accrued liabilities or of execution by The Customer, including all expenses incurred by Schenker for purposes of collection and execution including expenses and attorneys' fees, expert and any other concept. If there is a balance, it will be returned to The Customer.

It is agreed that, Schenker will be free to decide who will sell the Goods or if it is awarded in your favor, in case the movable property guarantee is executed.

Schenker will be able to sell Goods directly, being Schenker obligation to communicate to the Customer about the transfer of property of the goods.

Subject to the option that Schenker has to proceed with the extrajudicial (and judicial) sale of the Goods, the Parties agree that Schenker may be awarded ownership of the Goods to which it is sufficient that Schenker communicate via notarized letter to the Customer such decision and the unpaid amount.

For the purpose of the execution content of the movable property guarantee on Goods, an irrevocable power is given in favor of Representante Mobiliario SA, identified with Tax Identification Number (RUC) No. 20513594705, domiciled in Calle Las Begonias No. 475, Dpto. 601, Distrito de San Isidro (hereinafter the

REPRESENTATIVE OF movable property guarantee) so that, in case of execution of a movable property guarantee which is constituted by this instrument, Schenker can make the sale of the Goods either in favor of a third party or the award for Schenker, performing all acts and signing all documents without exception, as may be necessary to perfect the sale and duly formalize the corresponding transfer of property and apply the funds to the pay redemption of obligations and other concepts that Schenker may require to the Customer to pay or execute.

The Customer shall be required, unconditionally, to keep in force for Schenker the power mentioned in the preceding paragraph with the same scope and purpose, and under the same terms and conditions, to the complete sale of the Goods. To these effects, the second paragraph of Article 153 of the Civil Code shall not result applicable.

6. Insurance

- **The** Customer is aware of the nature of foreign business trade and therefore assumes full responsibility for not hiring your insurance policy (door to door) when performing the activities of importation or exportation of goods.
- **The** Customer shall contract an insurance policy covering their goods in case of damage, theft and / or loss of Goods resulting from the occurrence of any accident.
- **Schenker** will not hire under any circumstances a specific insurance policy to cover the Customer Goods; however, if deemed necessary, it may be declared the goods based on any global insurance policy.
- Rates of the services that Schenker offers do not include Insurance of any kind or class.
- Schenker will not hire any insurance unless the Customer enters into Specific Contracts with Schenker.
- It is clear that the premiums for all insurance issued by Schenker in favor of Customer under Specific Contracts are subject to the exclusions as well as the usual conditions of the policies of each insurance company that assumes the risk. It is hereby expressly stated that under no circumstances Schenker is responsible for the payment of compensation for any loss suffered by the Customer related to the services that are the subject of this document.
- Furthermore, the Customer is responsible for paying the deductibles that the insurance company applies to a possible accident, according to the hired insurance policy as is obliged to pay reparations for losses whose amounts results lower under the minimum deductibles established in the said insurance policy.
- It is clear that under no circumstances Schenker shall be held liable as an insurer and if for some reason underwriters come into conflict of liability, the Customer will only have recourse against underwriters and Schenker is exempted from liability.
- In the case of storage service, the Customer shall contract directly with an insurance policy that covers all risks associated with the goods and shall submit to Schenker a copy of that policy.
- Clearly, the Customer is solely responsible for all premium payments, charges, fees and other costs associated with such policy to the insurance company or a third party.

- If the Customer does not hire the respective insurance policies, Schenker disclaims all liability to the Goods.

7. Notice to Schenker of Claims

Any claim submitted by the Customer against Schenker shall be made in writing or by fax and notified to Schenker as soon as events which may give rise to a claim are known to the Customer and also should consider the following:

- In case of loss and/or damage to Goods, the Customer must notify its claim within three (3) calendar days since he had taken cognizance of such loss or damage.
- However in the case of international air transport, the Customer shall communicate its claim within fourteen (14) calendar days from taking knowledge of such loss or damage and if it's the service.
- In case of delay in delivery or not delivery of the Good, the Customer shall communicate his claim within three (3) calendar days from the date the Good should have been delivered.
- However in the case of international air transport, the Customer shall report his claim for the delay within twenty-one (21) calendar days from the date the cargo has been delivered to the customer and if it is for the domestic air transport service, the Customer shall report his claim for the delay within five working days from the arrival date of the goods.
- Otherwise, Customer shall communicate the fact within three (3) calendar days after the incident generating the claim, unless the claim were of international or domestic air transport that have their own deadlines according to the Peruvian legislation in force.
- It is expressly stated that the Claim proceeds only when services are provided by Schenker and not by any Related Party.
- In that sense, Schenker shall not accept under any course Claims for services provided by Head Office of Schenker, any subsidiary, affiliate or agent of Schenker or any party associated or associated Party or related to Schenker, including any corporation that has the word "Schenker" in his name, Claims must be channeled through them.
- In case Schenker provides maritime transport of goods, this service will be held under the Rules of The Hague.
- In case Schenker provides international air transport of the goods, this service will be held under the Rules of Montreal, adopted by the Convention for the Unification of Certain Rules for International Air Transport.

Also, the procedure for any claim is subject to the following rules:

- All notices of claim must describe in detail, include copies of all written evidence or corresponding material and indicate the estimated amount.
- If Schenker received a notice of claim, Schenker will make every effort to answer such notice within three (3) months from the date of receipt of the notice of claim. However, Schenker may extend the period to answer the notice of claim, in its sole discretion. Also, in the case of a claim to a national or international airline transport, the Customer shall submit to term it has, according to its own procedures and rules.
- After Schenker answer the notice of claim, the Customer shall answer the notice to Schenker in a satisfactory way to Schenker (including delivery of documents and information requested by Schenker) within a period of thirty (30) calendar days from receipt notification response of Schenker described in paragraph (b) above.
- If a claim is not made according to detailed in procedure subparagraphs (a) (b) and (c) above, the claim shall be considered completely irrelevant to Schenker.
- It is clear that the Customer shall comply and cooperate with the deadlines specified herein; otherwise Schenker shall not be liable on the claim brought by the Customer.

- In case direct liability is determined Schenker, payment of the penalty and / or compensation only proceeds if the Customer previously issued the corresponding debit note, in accordance with the Regulations of Payment Voucher and / or amended standards and / or complementary rules.

8. Schenker Liability Limits

- Schenker shall employ in the provision of services all reasonable care required as a logistics operator, freight forwarder and if appropriate custodian of the Goods as well as services set out in this document. In that sense, Schenker only will be liable for the losses and direct damage that this or his staff to Goods' Customer causes, except normal wears of these.
- Schenker shall not be liable for consequential damages, including without limiting shall not be liable for claims arising from business interruption, loss of profits or revenue, consequential damages, lost profits, interest, fixed or variable costs, loss of goodwill, work stoppage, strike, deterioration of goods, because stop loss or interruption of operations, increased operating costs or losses caused by fluctuations in the exchange rate, fees or taxes imposed by Peruvian authorities, delay in delivery of goods cancellations and / or rescheduling date and time of the carrier either sea, land or air, among others.
- In the case of warehousing service, the liability of Schenker shall only be for the goods stored in the same warehouse or packaging unit (boxes, bags, or others) but not the internal content thereof, or internal failures that may happen either in quality and / or quantity.
- Also, for any service, Schenker liability shall be limited to direct damage, which shall be duly supported and accredited by the Party which claims and considered as such by the judicial authority in a consensual and definitive resolution.
- The amount by which Schenker shall respond to the Customer derived from any particular incident that generates losses, destruction and / or damage to Goods by ordinary negligence, shall not exceed US \$10,000.00 (Ten Thousand and 00/100 US Dollars) including taxes ("hereinafter the Total Limit Amount of Schenker").
- Loss or damage caused to the Customer Goods by the continuous or repeated exposure of general acts or omissions of Schenker shall be considered as a single incident in relation to which Schenker shall not be liable for an amount greater than the Limit Amount of Schenker.
- It is clear that if the loss, destruction and / or damage to the goods that are generated by either domestic and foreign airlines, they shall be subject to the limit of liability (maximum amount assumed by the carrier) established in the Montreal Convention or the Peruvian Civil Aviation Act, respectively and/or rules or amendment Conventions and /or rules or complementary Convention.
- In all situations not governed by or dealt with in Sub-Clause 7 (v) above, the liability of Schenker when acting as an ocean carrier by issuing its own bill of lading or during ocean carriage shall not exceed the value of the lost, damaged or destroyed Goods and be limited to the lesser of: (a) 666.67 SDR's per package on the ocean bill of lading; or (b) 2 SDR's per kilogram of weight for the particular Good or Goods that have been lost, damaged or destroyed.
- It is expressly stated that although the goods arrive damaged or missing because of the carrier, the Customer shall pay the freight for Schenker.

- Schenker shall be exempted from any liability for loss or damage if they were directly caused by acts or omissions of the Customer, i.e. they were not caused by Schenker or by the Related Party.
- It is clear that part of the compensation for the rates offered by Schenker and / or any Related Party consists of the limitations and exclusions of liability as provided herein. In this regard, Customer acknowledges and agrees that the rates depend on such limitation.

9. The Customer has no right to Compensation or Detention of Goods

The Customer shall pay to Schenker immediately all amounts owing when due in accordance with the Schenker invoice sent to the Customer, without reduction or deferment on account of any claim, counterclaim or set off the Customer has or may have in relation to Schenker.

It is expressly provided that in no case shall proceed to retention of money or goods by Customer.

Also, the Customer assumes under his own risk and cost shall always pay for the transport of goods freight, even if it arrives damaged, spoiled and / or damaged.

10. Resolution and/or termination of services provided by Schenker

Schenker is entitled to terminate all and each of the services set out in this document that is providing to the Customer in any of the following cases:

- If the Customer starts or is initiated to him a bankruptcy proceeding, whether regular or preventive, or if its dissolution and liquidation is agreed.
- If the Customer fails to pay two (2) consecutive or alternate bills.
- The Customer is judicially or administratively intervened.
- If the period specified expires for a fortuitous event or force majeure.
- If Schenker cease its activities in Peru, without generating penalty or right to compensation for the Customer.
- In that sense, if it is met any of the events set out in subparagraphs (a), (b), (c), (d) and (e), Schenker shall be entitled to full resolve any agreement with the Customer in accordance with the provisions of Article 1430 of the Civil Code of Peru, without implying obligation to pay penalty and / or compensation for damages to the Customer.

11. Divisibility

Each of the clauses of the Terms and Conditions is and shall be considered independent and divisible, and if any provision or part of the Terms is held to be unenforceable for any reason, the remaining Terms and Conditions shall remain in full force and effect.

12. Jurisdiction and Law Clause

- The terms and conditions of the contract which enters into with Schenker and any claim against Schenker arising from services under this document shall be exclusively regulated and dealt with through Peruvian law, as well as the Montreal Convention in case of international air transport service and the Hague Rules in case of international sea transport service.
- It is clear that, any dispute, controversy, interpretation, disagreement, resulting claim, execution linked or resulting from this legal act or contract related hereto, including the ones concerning validity, efficiency and completion even the arbitration agreement, shall be resolved through Jure International Arbitration in the Center of National and International Conciliation and Arbitration of the Lima Chamber of Commerce whose applicable law shall be the Peruvian. Indicating that the award issued in the arbitration procedure shall be unappealable and definitive.
- The arbitral tribunal will consist of three arbitrators who shall be lawyers with no less than five years of proven experience in the field of customs. The award shall be definitive and unappealable, in accordance with the Regulations and Statute of the Center of National and International Conciliation and Arbitration of the Lima Chamber of Commerce, whose rules, regulation, management and decision which parties submitted unconditionally, declaring to know and accept all of them in full.
- Each party will pay the labor fees of the arbitrator which appointed and both parties pro rata will cover the fees of the Tribunal President and court officers involved. Costs and expenses of the arbitration shall be borne by the losing party.

CHAPTER II. ADDITIONAL TERMS AND CONDITIONS THAT APPLY FOR WAREHOUSING SERVICE

1. Schenker Contract for warehousing service

Chapters I and II of the Terms and Conditions will constitute a contract between the Owner, the Customer or the Depositor, and Schenker may provide warehousing service either directly or through outsourcing a warehouse.

Schenker by virtue of warehousing service will receive merchandise for warehousing service purposes in a facility of his property or owned by third parties.

Schenker will be hired to be involved through the movement of Goods to, within, between or from warehouse facilities of his property or owned by third parties and under supervision of Schenker.

2. Description of Storage Service

The storage service understood as the reception, verification, manipulation, custody and storage of the goods.

The following principal activities are included below:

- Reception, unloading, checking of the packing list against physical and external damage verification and Warehousing and location of Goods (floor or rack).
- Reconciliation of inventory.
- Preparation of the cargo for dispatch.
- Management and control of Waybills delivered by the Customer to Schenker to be used in Customer products delivery and movements.
- Generate Waybills of the Customer as requested and/ or instructed.
- Sending of Waybills generated to Customer offices in Lima.
- Delivery of inventory and movements reports.

3. Optional and Complementary Support Activities for the Customer

These complementary and optional activities shall be previously agreed between Schenker and The Customer, these activities are:

- Labeling, packaging and / or re-packaging of goods, as required by Customer.
- Review, if required by the customer, of all goods which are removed / delivered in and by Schenker, so as to ensure that there are no claims after delivery.
- Support to the communication about restrictions, systems, implementation, news on

logistics, administrative themes, and customs laws, among others).

4. Calculation basis for warehouse service compensation

- The monthly fee per unit will be charged for the warehouse of the Goods shall be indicated on the corresponding invoice issued by Schenker;
- Charges for additional services requested by the Customer, charges necessary due to the nature of the Goods incurred after the issuance of the invoice, and handling charges in the delivery of the Goods out of its warehouse place, shall be collected by Schenker in addition to the monthly warehouse charges.

5. Access and Inspection of Goods

Customer or any person who had been granted the powers in writing of the Customer, subject to the rules imposed by Schenker and prior agreement of the date and time between Schenker and the Customer may have access to the Goods for inspection only if it were accompanied by a representative from Schenker for this purpose.

6. Withdrawal of Goods

- Schenker, prior written notification to the Customer, may request the withdrawal of the Goods before the end of next storage month. Such notification may be delivered on the last business address of the Customer.
- In case of non-payment and if the Goods were perishable and the value could deteriorate considerably or could damage other goods stored, Schenker, prior written or verbal notification to Customer, may request the execution of the real estate guarantee law over Merchandise as long as this it is properly nationalized.
- It is clearly that the procedure of the Movable Property Guarantee execution is established in Section 5 of Chapter I of this document.
- When, according to Schenker, the nature or status of the stored Goods setup a dangerous condition for the safe storage of other Goods in the warehouse, or for property and/or persons, Schenker may withdraw such Goods of the warehouse immediately, and notify its withdrawal and move to the new location of the Goods to the Customer. In that case, the Customer will be is responsible, in addition to all other amounts owed to Schenker including all storage charges and other charges related to the transfer of the Goods to the new location. Furthermore, any liability shall terminate by Schenker on the custody of such Goods.

7. Liability of Schenker and Additional Limits of Schenker Liability

- Schenker will be responsible to show reasonable care in relation to the stored Goods, but its liability for the breach of such obligation is limited in accordance with Chapters I and II of the Terms and Conditions.
- Schenker is not responsible for the quality, condition and / or contents of the Customer Goods that are different or for shortage of undetected at the time of customs clearance that differ from the established ones in the DAM and in the packing list. However, by verifying the exterior state of the packaging and these show damage or opening, Schenker shall carry out an inventory.

- Schenker is not responsible for loss and / or damage caused by unforeseeable circumstances or force majeure.

CHAPTER III. ADDITIONAL TERMS AND CONDITIONS APPLICABLE WHEN SCHENKER PROVIDES THE FREIGHT FORWARDER SERVICE

1. Schenker Contract to provide the services as Freight Forwarder

Chapters I and III of the Terms and Conditions shall constitute a contract between the Customer and Schenker to provide the Freight Forwarder Service.

2. Schenker General Duties as Freight Forwarder

- In accordance with Chapters I and III of the Terms and Conditions, Schenker shall perform duties as Freight Forwarder with reasonable care.
- Schenker will take all necessary steps to carry out all Customer Instructions accepted by Schenker.
- If, at any stage of Freight Forwarder service, Schenker considers that there is a good reason which benefits the Customer to not follow their instructions, Schenker shall be entitled to proceed under thereto and will incur into additional responsibility arising from its omission.
- If, after the conclusion of the contract, Schenker becomes aware of incidents or circumstances which, in his opinion, prevented it to fulfill partially or completely its duties, such events or circumstances shall be reported to Customer.
- The quotations are provided on the basis of immediate acceptance, and may be withdrawn or modified without liability or payment of penalty or any compensation, which shall enter into force the day after its publication.

3. Duties and Responsibilities of the Customer

It is considered that the Customer is competent and has reasonable knowledge of the issues that determine the performance of its business, including terms and buying and selling and all matters related thereto.

The Customer shall provide sufficient and executable instructions, and takes full responsibility for the accuracy of all instructions and information provided by the Customer to Schenker.

The Customer guarantees that is owner or owner authorized agent, and also accepts these Conditions not only on its own behalf but also as agent on behalf of the Owner.

- **The Customer warrants that the description, details and the detailed contents in the DAM of all Goods, provided by the Customer or on its behalf, are complete and accurate.**
- **When the Goods are accepted and handled according to Instructions for collecting freight expenses, taxes, fees or other costs to the consignee or other person, Customer shall assume liability for such**

amounts if they were not paid by the consignee or the corresponding person immediately when they were enforceable.

- It is established that Schenker shall sign) the contract as Freight Forwarder of the Customer in case of acting on behalf of a Related Party.
- The Customer shall indemnify Schenker for all taxes, fees, fines, expenses, losses, damages (including physical damage and other) that exceed the liability of Schenker under the Terms and Conditions, which Schenker may have suffered or incurred during the implementation of their duties under any service.
- The Customer shall notify Schenker if any Goods subject to any of the services specified in the terms and conditions may damage or affect other Goods, or if it is likely that the Goods attract vermin, rodents, insects and other pests. The Customer shall indemnify Schenker for any liability, loss, damage, cost or expense in which Schenker may have incurred as a result of the lack of notification (or timely notification) by the Customer.
- The Customer guarantees that all Goods have been fully and properly prepared, packaged, labeled and / or marked, and that the preparation, packaging, labeling and marking are appropriate for all services which affect the goods.
- In the event that the Goods are transported in a Transport Unit, the Customer guarantees.
 - . That the Transport Unit has been finished and properly loaded; and
 - . That the Goods are suitable for its carriage in the Transport Unit

4. Schenker Functions as Freight Forwarder

Schenker may sign Specifics Contracts with the Customer to provide him transport services and/or warehousing independently. However, by virtue of the provisions in this clause Schenker may act as Freight Forwarder providing goods consolidation and deconsolidation services and including transportation and / or goods warehousing service if applicable.

5. General Conditions of Schenker as Freight Forwarder

- Schenker is not responsible for the dates of departure or arrival of the Goods. Also, Schenker is not responsible for delays in loading or unloading of Goods, cancellations and / or rescheduling for transportation either by sea, land or air or demurrage charges in the warehouse or other penalties and/or fines caused by delays.
- If the delivery of the Goods or part thereof is not received by the Customer, consignee or owner at the place and time in which Schenker was authorized to make the delivery, Schenker may store the goods at any place and the risk of such action shall be only responsibility and cost of the Customer. With this, the responsibility of Schenker in relation to the stored Goods will be extinguished completely, and the cost of such storage (if

were paid or owe by Schenker or any party with whom Schenker would have negotiated) will be fully paid by the Customer to Schenker immediately after the request of the latter.

- Schenker is authorized by Customer to alienate (by sale or other means considered reasonable under the circumstances)
 - a) When the Goods that would have been in possession of Schenker for over thirty (30) calendar days and that would have not been able to deliver to the Customer, even when the latter was notified in advance of its delivery.
 - b) Without notice, when the Goods which would have deteriorated or altered or would have caused (or is expected to cause) loss or damage to third Parties or to other Goods, or infringe the applicable laws or regulations.
 - c) Acting under entries (a) and (b), Schenker will returned to Customer the sales process balance of the Goods after deducting the costs incurred by Schenker.

- With the exception of whatever that may be necessary in order to comply with Customer Instructions, Schenker is not obliged to manage the transportation, warehousing or handling of the Goods separately from other Goods.
- With the exception of the provided in the Specific Contracts with the Customer, Schenker is not obliged to issue any Statement on the basis of any statute, convention or contract relating to the nature or value of any Goods.
- All Customer instructions concerning the delivery or dispatch of the Goods are accepted by Schenker acting only as freight forwarder of the client.
- Despite the acceptance of the Instructions concerning collection of freight expenses, taxes, charges or other expenses to the consignee or other person by Schenker, the Customer shall remain responsible for all freight expenses, taxes, charges and other expenses in the event that they are not paid, regardless of the reason for such omission.
- All Goods shipments to be transported shall be delivered to Schenker with a prepaid freight. Schenker reserves the rights to refuse the transportation of Goods that are not delivered with freight prepaid or that are sent with freight collect.
- At the moment of receipt and dispatch of Goods in the storehouse, Schenker will only consider the indicated by the Customs Goods Declaration (from now on DAM) and the packing list.

6. Schenker Special terms in relation to Specific Goods

- The Customer shall notify to Schenker on any Goods they consider Dangerous.
- Schenker undertakes not to provide transport services of dangerous Goods, including any flammable, radioactive, toxic or harmful Goods, unless it has been agreed under specific contracts, and the Customer will have to mark such Goods and their exterior packaging or containers in accordance with the requirements or regulations of the laws applicable during transport.
- Also, the Customer guarantees that such Goods fully comply with the applicable provisions of the Law regulating land transportation of material and hazardous waste (and it's amending and/or complementary laws as well as with the applicable provisions in Peruvian laws. (b) In case there is an agreement with the Customer to transport dangerous Goods, the Customer agrees to indemnify and hold Schenker harmless of any responsibility in case claims are submitted against Schenker or in case there are additional costs arising from such dangerous Goods including all civilians claims, fines, penalties, attorneys' fees, processes costs, among others.
- In the event that the Goods, in Schenker opinion, create risks (real or potential risks). They are authorized to unload it, destroy it or neutralize it at any moment and without compensation or payment of any penalty.

- Schenker shall not accept or handle banknotes, bonds, negotiable instruments or securities of any kind, metals, currencies, precious stones, jewelry, valuables, antiques, photos, human remains or stock. If in spite of this, some Customer delivers to Schenker one of these objects as Goods or makes Schenker to handle any of these objects as Goods, this should be set in a Specific Contract.

7. Air Freight Transport for Perishable Goods

- In the air freight, the perishable is sent to the Customer (exporter) by order via e-mail indicating that the freight is payable, since the person responsible for this amount shall be the buyer in the place where the load will be delivered. In this respect, in case the buyer does not pay the freight, the Customer shall be responsible for the freight payment, acting as an exporter.
- It is clear that all national and international airlines have a cutoff or transport schedule, which will be communicated by Schenker to the Customer.
- In that sense, if the Customer decides to transport the Goods outside of the hours established by the airline, which has been previously communicated to the Customer, Schenker will do its best effort boarding the Goods, however, declines any responsibility as a consequence of this.
- In the event that the weight differs from the quotation previously made, due to the Customer's fault, the airline reserves the right to change the total price for the service, charging a higher amount in proportion to the change in weight of the abovementioned Goods, having the Customer to assume the abovementioned cost in its integrity.
- The Customer is solely responsible for indicating to Schenker the temperature of their Goods for both any type of transport and its storage.

8. Schenker express Authorization as Customer Freight Forwarder

- Schenker shall be authorized to sign contracts on behalf of the Customer as a freight forwarder, who hereby expressly authorizes Schenker to do so, including but not limited to the general aspect of this provision, contracts with any Related Party:
 - . For the Goods transport by any route or transport Unit.
 - . For the Good storage, transshipment, load, unload, or handling by any Party in any place and by any period of time
- In any event that Schenker signs a Specific Contract with the Customer or with any Related Party, the Terms and Conditions established in this contract shall be applied.
- The Customer is solely responsible at his/her own expense and risk of insuring the Goods and reaching an agreement about the insured amount thereof, as well as the freight payment even if the Goods are damaged, ruined or broken when delivered.

CHAPTER IV. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE CUSTOM BROKERAGE SERVICE

1. Schenker's Contract for the Custom Brokerage Service

Chapters I and IV of the Terms and Conditions constitute a contract between the Customer and Schenker. Also, Schenker establishes to provide this service hiring a natural and/or legal person as a custom broker. In this sense, the services that can be provided to the Customer shall be the ones mentioned in Annex A of this Chapter IV (hereinafter Annex A).

2. Tariffs and Disbursement

- The tariffs for the Services shall correspond to the price list agreed between the Customer and Schenker, as amended.
- The Client shall pay to Schenker the entire tariff collected for the services provided by Schenker to the Customer.
- The disbursement incurred by Schenker on behalf of the Customer shall be reimbursed to Schenker by the Customer.

3. Invoice and Payment

- Schenker shall issue invoices to the Customer for the entire Tariff and reimbursement related to the Services provided to the Customer and on behalf of the Client.
- The late interest shall be paid according to the higher rates allowed by the Peruvian Laws and shall be automatically applied on the next day of the invoice due date.

4. Advanced Funds

- At Schenker request and before the dispatch of imported Goods by the Customer, the Customer shall deliver to Schenker sufficient funds including but not limited to customs, duties, fines, taxes, and others. In order to allow Schenker to pay on behalf of the Customer all the disbursement that Schenker considers enforceable for such shipment.
- If, in any case, Schenker or the Peruvian Customs determines that additional funds are needed in relation to the imported Goods by the Customer, the Customer shall advance such additional funds to Schenker, prior request.
- If, after Schenker paid the disbursement in relation to the imported Goods by the Customer, the funds balance continue to be outstanding in favor of the Customer, Schenker shall returned to the Customer any outstanding balance of the funds, unless the Customer indicates otherwise.
- If the Customer does not deliver the advanced funds to Schenker after Schenker's abovementioned request, Schenker shall not have any responsibility for the service provision relating to the Goods for which Schenker requested funds, but were not delivered by the Customer.

5. Client's Duties and Responsibilities

The Customer shall:

- Deliver to Schenker all the information needed so that Schenker provides the described services, including all the information needed to complete the requirements of the documents and /or data of the Peruvian Custom Authority.

- Review as soon as possible all the documentation and/or data and inform Schenker of any possible inaccuracies, errors or omissions, as well as inform Schenker in the same term indicated in Clause 8 of this document;
- Reimburse, indemnify, or exempt to Schenker of any responsibility in relation to the described matters in the paragraph (b) abovementioned ;
- Indemnify and hold Schenker harmless of any responsibility in relation to legal actions, claims, demands or requirements of any nature resulting from third-party claims, due to inaccuracies, errors or omissions in the information and documentation submitted to Schenker by the Customer or their agents and used by Schenker.
- The Customer declares that he/she is an importer, exporter or Owner of the Goods for which he has contracted Schenker; having the faculty and authority needed to contract Schenker, naming them as his/her representative and giving them instructions, and that all the information delivered to Schenker shall be complete, true and certain; also, Schenker shall use this information to provide the services described in this document;

The Customer is solely responsible for:

- a) The accuracy, integrity and timely delivery of all the information by the Customer to Schenker.
- b) All and every disbursement made by Schenker on behalf of the Customer;
- c) All the Duties, fines, penalties, interests, and other taxes by the Peruvian Custom Authority, other agencies, or governmental representatives of any other country or jurisdictions, in relation to the imported Goods or that will be imported to Peru or exported or that will be exported from Peru, by the Customer;
- d) All the losses and damages suffered by Schenker in relation to the service provision to the Customer described in this document;
- e) The return freight and other charges concerning the Goods, when their exportation or importation is not accepted by a government or governmental authority.

6. Schenker Obligations

- To subcontract companies and/or persons at their own account and risk as they deem necessary for the service provision covered in this contract.
- To subcontract companies and/or persons that shall provide the service of this contract with the technological support required to perform such tasks.
- To accept the responsibility directly attributable to Schenker for robbery, theft or loss of the Customer property as long as it has been directly caused by the Schenker' assigned personnel. Also, Schenker assumes the responsibility of their employees who are authors and accomplices of robbery, theft or loss of property; or when such acts were made with verified performance of their direct duties or as a result of a partial, late, faulty compliance, due to causes duly accredited before Schenker that are directly attributable to them.
- To keep the Customer daily informed about the situation of his dispatch at the different stages in the import process and withdraws therein.
- To comply with the following activities:
 - a) Coordinate the receipt of the original final documents.
 - b) List the Goods Customs Declaration.
 - c) Submit the documents to the Customs in order to release of goods.
 - d) Removal of Goods.

- e) Anticipated Clearance.
- f) Detail and solution and/or rectification for the issued documents.
- g) Confirm the load arrival.
- h) Confirm the end of discharge.
- i) Inform the appointed channel/date of release/Possible notifications by Customs.

7. Schenker Liabilities and Responsibility Limits in case of providing service to Customs Broker

- Subject to the limitations stated in Chapter I and IV of Terms and Conditions, Schenker shall diligently act in providing services to the Customer.
- All the information pertaining to the Customer shall be kept confidential by Schenker and shall exclusively be released to the Peruvian Customs Authority as required by law or the legal or arbitral authority, and subject to Customer instructions to Schenker in order to be revealed to third parties.
- Schenker will take all reasonable steps to provide services according to the Customer instructions. However, if Schenker deems impossible to comply with some Customer instruction and it may be profitable for the Customer interests, Schenker shall have the authority to proceed and shall be waived of all liability by the Customer for so doing.
- By each transaction made on the Customer's behalf, Schenker will provide the Customer a copy of the documents pertaining thereto.
- Schenker shall not be liable for any failure to provide Services where such failure is a result of the operation of the applicable law in Peru or any other country, any change in the policies of the Authority Peruvian Customs, or any cause beyond the reasonable control of Schenker.
- Schenker shall fully assume all costs of goods demurrage in any **warehouse in the event of any inaccuracy and/or incomplete information given by the Customer.**

8. Customs Authority Errors or Omissions

Any errors or omissions on Peruvian Customs Authority document transaction and/or data must be reported in writing to the Customer as soon as possible but in any event within 10 (ten) calendar days of receipt of the documents and/or data.

9. Termination

In the event that the Representation Agreement and Power of Attorney is terminated and there are any outstanding matters pertaining to the Customer for which Schenker has been engaged by the Customer and for which Schenker remains liable or in some way responsible, the Representation Agreement and Power of Attorney shall continue in force with respect to such matters until such matters are concluded and the Customer has paid to Schenker sufficient funds to satisfy all outstanding payment liabilities of Schenker to Peruvian Customs and others (including all fees, Customs Duties, and Disbursements)

10. Special Power

For special purposes of this Chapter IV, the Customer or the deemed person by the Customer appoint Schenker Peru S.R.L (within Section 10, hereinafter "the Representative") as his legitimate legal representative to do business on his behalf, for all matters related to the import and export of goods, including but not limited to:

- Dispatch and accounting of goods, record of documents and data, payments and reimbursement of all duties subject to import and export goods, already delivered or to be delivered;
-
- Transport, storage and delivery of goods;

- Customs procedures that may be performed by the authorized Customs Broker under Customs Law,
- For Value Added Tax and Consumption Tax payment according to Unique Ordered Text (TUO) including the payment and reimbursement of Customs duties related to the Goods that are imported, delivered or to be delivered under those laws, at the Peruvian Customs offices in Peru.
- It is clearly stated that the funds for the payment of such duties will be given by the Customer.
- The Customer recognizes that all the duties, charges and other amounts paid on his behalf or account by the Representative are debts payable by the Representative, and that any refund, discount or exemption of such duties, charges and other amounts will be property of the Representative.
- Moreover, the Customer states and grants such government agencies in charge of the collection to provide such refund, discount or exemption to the Representative.
- The Customer certifies that, to the best of his knowledge, all documents and/or data that will be issued to the Representative related to this power shall be accurate and complete.
- The Customer grants the Representative to have all the power and authority to appoint another incumbent person who can act as a Customs Broker under Customs General Law in order to perform the business activities before mentioned on his behalf at any Peruvian Customs Administration Office.
- The Customer also grants power to revoke such designation and appoint another incumbent person to act as a Customs Broker.
- The Customer acknowledges and confirms all the representative actions conducted under this document.
- The Customer hereby accepts that this power and all the services will be adjusted in Chapter I and IV of Schenker Perú S.R.L.'s Terms and Conditions.
- This Power has full force and effect, and will stay the same until the Representative is notified of his revocation in writing.

ANNEX A

Schenker Services provided by a Customs Broker

Schenker may provide any services stated on the Annex A hereby by the procurement at its sole discretion of a Customs Broker, prior agreement between Schenker and the Customers, which are:

- i. Assisting the Customer in the preparation of information required by Peruvian Customs Authority with respect to the importation of Goods into Peru by the Customer or the exportation of Goods from Peru by the Customer;
- ii. Presenting information, by any acceptable means, on behalf of the Customer to Peruvian Customs Authority that is required to release and/or account for the Customer's Goods including information as may be required for domestic transportation within Peru;
- iii. Paying the Customs duties and disbursements required or on behalf of the Customer, and obtaining clearance of Goods from Peruvian Customs Authority.
- iv. Coordinating the delivery of domestic Goods within Peru.
- v. Assisting the Customer in preparing and presenting information required by the foreign and national jurisdictions with respect to the Good exported from Peru by the Customer.
- vi. Providing information and advice concerning applicable laws and regulations pertaining to the import into and export from Peru of the Customers Goods.
- vii. Providing advice on tariff classification, value for duties, any other customs requirements, regulations or rules;
- viii. Providing advice on tax implications, payment options and any other tax requirements concerning the Customer imported Goods;
- ix. Providing advice concerning Custom Duties refunds, drawbacks, and exemption, as well as appeals of tariff classification or value for duty decisions of Peruvian Customs Authority.
- x. Providing advice and assistance to the Customer on matters pertaining to the seizure, detention, and forfeiture of Goods;
- xi.** Provide advice on trade agreements enter into Peru. Advice on any other issues and related events with the services previous mentioned.

