

## **GENERAL TERMS AND CONDITIONS OF LOGISTICS SERVICES**

### **FMS LOGISTICS MEXICO, S. de R.L. de C.V.**

- 1. Terms and Conditions.** These Terms and Conditions of Logistics Services (hereinafter T&C) apply to any relationship, provision of services and agreement between "**FMS LOGISTICS MÉXICO**", **S. de R.L. de C.V.** (hereinafter **FMS**) and any client (hereinafter CLIENT).

CLIENT accepts these T&C on behalf of CLIENT or on behalf of any third party who may have an interest in the shipment. The T&C are applicable to any other company whose services we use to collect, handle, classify, pack or deliver the shipment. None of our employees, agents or correspondents is authorized to suspend, alter or modify these T&C.

These T&C will be binding on both parties upon acceptance by CLIENT, either explicitly, through the official **FMS** portal, which will be available on the website: <https://www.FMS-logistics.com /in/>, or implicitly, when CLIENT gives instructions to **FMS** by any means, including without limitation: email, fax, telephone, two-way radio communication, verbally, personally and/or by any electronic means; and/or, if CLIENT provides information and/or documents to **FMS**; and/or, if CLIENT makes payments in advance or pays any sum of money to **FMS**; and/or, if CLIENT carries out any act related to the SERVICE; and/or, if CLIENT delivers goods to any third party commissioned by **FMS** through the SERVICE; and/or, if CLIENT requests **FMS** to carry out any action; and/or, if **FMS** carries out any proceeding at the request of CLIENT, it will be understood that CLIENT has accepted and consented to these T&C for all legal purposes.

- 2. Service Provision.** The service to be provided by **FMS** will consist of contracting, at CLIENT's risk and expense, transportation (whether by land, sea or air) and other services and supplies related to said transportation, including without limitation: services of handling, warehousing or storage, customs agent services, loading and unloading of goods and/or forwarding agent services, both Mexican and foreign; the foregoing, both with individuals and/or legal entities, whether Mexican or foreign. **FMS** may contract on behalf of **FMS** or on behalf of CLIENT, services related to the transportation of the goods. By virtue of the foregoing, **FMS** will be a simple intermediary between CLIENT and any carrier and/or any provider of related services (hereinafter the SERVICE).

The Parties agree that the SERVICE provided by **FMS** does not include, nor does it generate the following obligations, including without limitation: 1. Transporting, sending and/or transferring goods from one place to another; 2. Delivering goods to a specific point; 3. Importing, exporting and/or storing goods; 4. Carrying out customs actions, procedures and proceedings, as well as any type of official proceeding; 5. Stowing, receiving and/or delivering goods; and/or, 6. Keeping the custody of goods under any title. The obligations of **FMS** are simply to contract at the CLIENT's risk and expense and/or to mediate purely and simply between CLIENT and third parties; in the latter case, especially including without limitation, regarding customs agents.

CLIENT explicitly authorizes and empowers **FMS**: 1. To contract, at CLIENT's risk and expense, transportation of all kinds, including among others: land, rail, air and/or sea,

as well as other services and supply related to said transportation, such as, but not limited to: handling of goods, warehousing of goods under any modality, services of forwarding and customs agents, loading and unloading of goods and/or storage thereof, the foregoing with any third party that **FMS** deems convenient, meaning, with anyone of **FMS**'s choice; as well as to agree, on account and risk of CLIENT, regarding any term and condition applicable to the contracts and/or agreements entered into with: carriers, stevedores, customs and forwarding agents, service providers and/or warehousemen. 2. To mediate between CLIENT and any individual and third party, including without limitation with any carrier and any provider of related services or the following: service providers related to handling, warehousing of goods under any modality, storage, loading and unloading of goods, with any forwarding and/or customs agent.

CLIENT explicitly empowers and authorizes **FMS** to act, including without limitation, on behalf of CLIENT, in the contracting of transportation under the modality of "freight receivable" and/or "freight payable" and/or third-party billing. In these cases: (a) the person who must pay in accordance with one of these modalities will be understood for all legal purposes as if they were a client of **FMS**, therefore these T&C will be applicable (hereinafter the "THIRD PAYER") and (b) Independently and additionally, CLIENT is jointly bound in favor of **FMS** with respect to each and every one of the obligations of the THIRD PAYER.

**FMS** will always act at CLIENT's own risk and/or will simply be putting third parties in contact (mediating) with CLIENT so that CLIENT and said third parties can directly carry out various acts, operations, transactions and/or business.

All contracts and/or agreements that **FMS** enters into with third parties, especially with carriers, stevedores, forwarding agents, customs agents, service providers and/or warehousemen when providing the SERVICE, will be entered into at the expense and risk of CLIENT, said third parties, especially carriers, stevedores, customs and forwarding agents, service providers and/or warehousemen, being at all times the only direct responsible for the compliance with said contracts and/or agreements with CLIENT.

The Parties agree that the SERVICE will be subject to the following terms and conditions:

1. Upon receiving the request for SERVICE sent by CLIENT, **FMS** will send the quotation corresponding to the SERVICE requested at the latest within the next 3 (three) business days. Said quotation will describe in detail everything included in the SERVICE, if something is not detailed in the quotation then it is not included within the SERVICE and, therefore, **FMS** will not be obliged to comply therewith. The quotation will be valid for 15 (fifteen) business days, once this period has elapsed, CLIENT will have to start the SERVICE contracting process again if CLIENT still requires it. If CLIENT accepts the **FMS** quotation, **FMS** will send a confirmation within the next 24 (twenty-four) business hours and will register CLIENT in the system, subsequently CLIENT will be obliged to send **FMS** the transportation instructions regarding the goods. CLIENT accepts that the quotation could be modified if the conditions of CLIENT and/or the carrier and/or the service providers related to said transportation vary. 2. The transportation instruction must be sent by CLIENT to **FMS** in writing, and must contain, at least, the following: type of cargo, value of the goods, description and its classification, type of packaging: specifying content, quantity, weight and

dimensions, place of receipt and delivery, instructions and conditions concerning shipment, means of transportation (sea/air/land), specific instructions regarding transportation mode (FCL/LCL/Consolidated) and the issuance of documents. Likewise, CLIENT must provide safety instructions, otherwise, CLIENT will not be able to make any claim in that regard, because if the security requirement is not described then it is not mandatory for the carrier. CLIENT's requirements must be made from the SERVICE request since said requirements affect the cost of the SERVICE. Everything not included in the request becomes an additional cost for CLIENT and may therefore delay the provision of the SERVICE. 3. If there are no specific instructions, **FMS** may choose the routes, means and modes of transportation that, in **FMS's** opinion, are the most appropriate to carry out the transportation and/or delivery of the goods in the best conditions. 4. Once CLIENT has sent the transportation instructions for the goods, **FMS** will position the equipment at the receiving point designated by CLIENT, so that the goods can be collected by the carrier. 5. Goods will always be dispatched at CLIENT's risk and expense. 6. If the recipient does not take responsibility of all or part of the goods upon arrival, these will be stored in a warehouse at CLIENT's risk and expense. 7. CLIENT must guarantee to **FMS** the accuracy of the declaration statement with regard to characteristics, description, brands, serial numbers, quantity, weight and volume, being CLIENT liable for losses, damages, breakdowns and/or penalties that may be caused to third parties by the inaccuracy of the aforementioned data, as well as those derived from inadequate, defective or misused packaging that causes damages to the goods or handling equipment or means of transportation, even when such inaccuracies or deficiencies arise during operations not executed directly by **FMS**, who will also be compensated for the additional expenses caused in such cases. 8. CLIENT must notify **FMS** of any change in the SERVICE specifications, as soon as such change becomes clear, preferably by the following means: a. to the email address of the operations executive assigned to provide the SERVICE and/or of the personnel working at **FMS** México and/or b. by phone: 59809160; although any other form of communication that provides a record or that is accepted by both Parties, is allowed. 9. The Parties agree that, if CLIENT abandons the goods upon entering into customs, CLIENT will still be obliged to pay the consideration to **FMS**, the transportation service provided by the carriers, as well as any ancillary expense, such as expenses related to delays and stays in the venues; likewise, CLIENT will pay any expense related to maneuvers, services or procedures required as a result of said abandonment. 10. CLIENT is obliged to pay all expenses related to stays due to delays in the delivery of information and/or documentation by CLIENT. 11. **FMS** will promptly inform CLIENT on the status of shipments and their transit; when regarding exports, informing on positioning, physical and documentary closures, as well as the departure of the ship, transit times, approximate times of arrival at destination, as well as the coordination at destination of the arrival and dispatch of the corresponding cargo, therefore, if the SERVICE is multimodal, where a comprehensive door-to-door service is requested by CLIENT, **FMS** will also notify the arrival of the land transportation to the positioning of the cargo, and its departure to the cargo port for its departure to its final destination, either by sea or by air, being in this case air transportation in accordance with the modalities and specific characteristics. When regarding import cases, **FMS** may inform CLIENT by means of alerts, about the arrival of the cargo, either by sea or air

transport, or even by land, taking into account that this notification implies the corresponding actions of CLIENT, in order to be able to dispatch the goods upon arrival in Mexico without any problem and within the free times that could be granted by the shipping lines; or, by the air or land carriers, if such options exist. 12. **FMS** will deliver as a loan to CLIENT, for the transportation of the goods, the necessary containers for said transportation. When CLIENT receives said container(s), CLIENT will have the obligation to review them and report to **FMS**, immediately, clearly, precisely and in writing, any apparent damage, in order for **FMS** to carry out a change of container; if CLIENT fails to report the damage of the container, CLIENT will assume the risk, as well as any damaged caused to the goods due to said defective container, without having any right or legal action against **FMS** in that regard. CLIENT is obliged to return the container(s) at the end of the SERVICE or, immediately once **FMS** requires their return. CLIENT may not retain, for any reason, the container(s). CLIENT will be responsible for the container(s) until CLIENT returns them to **FMS**, and the latter has accepted them in writing, to **FMS**'s satisfaction. In case of any damage or loss of container(s), CLIENT undertakes to pay **FMS** the container(s), according to their commercial value, even when the damages arose due to unforeseeable circumstances or force majeure.

**FMS** reserves the right to provide the SERVICE when involving, directly or indirectly and without limitation: money, metals and/or precious stones, credit titles, animals, plants, perishables, documents and/or objects with intrinsic value, dangerous substances, harmful to health, flammable, explosive and/or capable of causing harm to any person and/or third party. **FMS** will not provide the SERVICE if related to goods that are or may be considered dangerous goods or prohibited by any applicable legal provision, whether national or international. CLIENT guarantees to **FMS** that the activities, operations and/or resources of CLIENT are legal and of legal origin.

- 3. Consideration and Payment Method.** CLIENT agrees to pay **FMS** the corresponding consideration for the provision of the SERVICE. The consideration for the SERVICE that is effectively provided or that will be provided will be detailed in the quotation sent to CLIENT, upon request by CLIENT. The consideration established in the quotation applies only to the SERVICE expressly requested by CLIENT. The Value Added Tax must be added to the price indicated in the quotation, as well as other applicable taxes, export or import fees (including, without limitation, the costs incurred for duties, tariffs, licenses and other taxes), shipping or transportation costs or any insurance charges, which are not included, and CLIENT must pay the aforementioned taxes, fees, costs and charges, unless otherwise provided, specified in the **FMS** quotation. Possible additional expenses that arise due to necessary actions or circumstances after the date of contracting or, on the date of making the goods available for transportation, will be paid by CLIENT; therefore, CLIENT is obliged to pay not only the SERVICE contracted, but also any additional expense, duly justified, derived from transportation operations, especially regarding delays, extra services requested by CLIENT, cancellations or returns in delivery or when making the goods available. Except for special conditions expressly agreed, the payment of the SERVICE, as well as any other expense, must be made on the date indicated in the quotation. CLIENT accepts, from this moment, that **FMS** maintains a pledge and/or retention

right over the goods as a guarantee of the amounts due to **FMS** by virtue of the SERVICE entrusted. **FMS** may enforce the respective right by any means allowed by the General Law of Credit Instruments and Operations, the Commercial Code and in a supplementary manner by the Federal Civil Code. If the goods are lost or destroyed, **FMS** has the same rights mentioned above regarding indemnities paid by insurance companies, transportation companies or any other; meaning, CLIENT will not be able to benefit from the insurance that covers the goods until after paying **FMS** the amounts owed by virtue of the SERVICE; therefore, CLIENT accepts and undertakes to designate **FMS** as beneficiary of the insurance contracted or to assign their rights to **FMS** in accordance with the provisions of the Insurance Contract Law. Prices quoted by **FMS** are subject to change, without notice, at any time prior to the acceptance of the quotation by CLIENT, including, without limitation, those based on exchange rate fluctuations from the date of the quotation until the acceptance thereof; and, regarding partial orders, meaning, if CLIENT places an initial order and later another of the same kind, the price of the latter may vary with respect to the first. If the quotation indicates that the consideration includes duties, tariffs, licenses and other government fees, the consideration will be based on the amount of such duties, fees, licenses and other taxes as of the date of the quotation and, in case of any increase thereof, the consideration must be increased proportionally. If upon acceptance of the quotation by CLIENT, any cost increase arises, especially due to price increases, or any circumstance beyond **FMS** control, the previously established prices will be adjusted to such increases. The amount established will be payable in the currency referred to or, where appropriate, at parity or equivalence with the currency of the United States of America, at the exchange rate on the date of collection. Unless **FMS**, at **FMS**'s sole discretion, grants CLIENT a credit, which would consist of granting CLIENT a term for the payment of any invoice issued by **FMS**, such credit would be subject to the limits set by **FMS** (hereinafter referred to as the "CREDIT"), CLIENT undertakes to provide **FMS** with anticipation, the necessary and sufficient funds for the performance of the SERVICE. Independently and in addition to the foregoing, CLIENT agrees to pay and/or reimburse **FMS** any expenses incurred by **FMS** in the provision of the SERVICE, especially if **FMS** has granted CREDIT to the CLIENT. Any CREDIT must be established in writing. If for any reason **FMS** grants CREDIT to the CLIENT or simply considers it convenient to pay something in accordance with the SERVICE or in accordance with these T&C that CLIENT must reimburse, CLIENT agrees to reimburse or pay **FMS**, as the case may be, any expense incurred in that regard, the foregoing within 10 (ten) calendar days following the day CLIENT is required to reimburse and/or pay, understanding as a payment requirement by **FMS** the delivery of any invoice issued by **FMS**. If CLIENT fails to timely make said reimbursement and/or payment to **FMS**, CLIENT agrees to pay **FMS** default interest at a rate of 6% (six percent) per year on unpaid balances, plus the respective Value Added Tax. CLIENT shall reimburse **FMS** any collection costs and expenses (including, without limitation, costs and expenses regarding investigations, legal actions or proceedings, and attorneys' fees, whether or not any legal action is initiated) regarding any amount due by CLIENT to **FMS**. CLIENT

may not withhold or discount any amount due to **FMS** under any judicial or extrajudicial title or to satisfy any claims exercised by CLIENT against **FMS**. The payment obligations that CLIENT contracts with **FMS** for the SERVICE may not be compensated by CLIENT without the prior written consent of **FMS**, therefore CLIENT expressly waives their right to compensation without prior written consent from **FMS**. **FMS** is not obliged to provide the SERVICE if CLIENT fails to make the payment of the consideration and the expenses generated in that regard; **FMS** may also suspend the provision of the SERVICE if the resources are not sufficient and CLIENT refuses to pay them to continue with the contracted SERVICE.

- 4. Information and Documents.** In order for **FMS** to provide the SERVICE, CLIENT agrees to provide **FMS** in a timely manner all the information and documentation necessary for such purpose. All the information and documents that CLIENT provides to **FMS** must be precise, correct and true. CLIENT will be responsible for the information and documents provided to **FMS** by CLIENT, including but not limited to the precision, correctness and veracity of said information and documents.

If CLIENT does not provide **FMS**, in a timely manner, the information and/or documents that **FMS** needs or that **FMS** requires from CLIENT at any time in order to provide the SERVICE, especially information related to descriptions, weight, quantities, numbers, nature and other characteristics regarding the goods, special instructions, for example, whether the goods require a special temperature, addresses and declarations, **FMS** may but will not be obliged to provide the SERVICE; **FMS** may refrain from performing and providing the SERVICE and/or may suspend the provision thereof, all without any liability to **FMS**. The late delivery by CLIENT of the information and/or referred documents will be sufficient cause for **FMS** not to be obliged to provide the SERVICE, but if for any reason at the sole discretion of **FMS**, **FMS** decides to provide and/or resume the provision of the SERVICE, CLIENT will be solely responsible for everything resulting and/or caused by the late delivery of the information and/or documents. CLIENT will be solely and totally liable for the correct packaging of the goods, and expressly acknowledges that the goods are loaded and counted by CLIENT, therefore CLIENT is solely liable for such acts. The packaging of the goods: must be resistant and must be duly marked, numbered and must bear any other convenient and/or necessary warning; it must be done in such a way that the goods cannot be accessed without leaving a physical trace, and it must comply with the applicable legislation, including the corresponding regulations. Likewise, CLIENT will be solely liable for filling in and providing the corresponding certificates of origin to the competent authorities.

- 5. Responsibility.** CLIENT agrees that **FMS** will not be responsible for acts attributable to third parties, including without limitation, acts of: carriers, stevedores, customs and forwarding agents, service providers and/or warehousemen, or authorities, especially customs and/or port authorities, with whom **FMS** acted as agent and/or intermediary of the CLIENT for the provision of the SERVICE; therefore, CLIENT must have an insurance covering any damage, partial or total, that might be caused to the goods. CLIENT agrees that the designated customs agent regarding the SERVICE will be responsible for the calculation of all taxes, duties and/or contributions related to the services provided by the customs agent.



**FMS** will only be liable for everything related to the provision of the SERVICE, meaning, the logistics service; **FMS's** responsibility is limited and indirect, **FMS** will only be directly liable regarding acts resulting from the coordination of transportation services or logistics services, but never regarding the carrier itself. The express responsibility of **FMS** will consist on helping CLIENT to carry out and fulfill their logistics operations and international cargo transportation, by controlling, coordinating, directing and subcontracting on behalf of the CLIENT the operations and activities necessary to carry out the commission entrusted to **FMS** by the CLIENT; being **FMS** only liable for the provision of the SERVICE and never for the obligations and responsibilities of the actual carrier(s), either maritime, air, land or rail carrier. Regarding complementary or auxiliary services to direct transportation operations, each individual agent involved will be responsible for the service they provide; therefore, **FMS** will not be liable for errors, dishonesty or negligent acts by said agents, but there will be an obligation for **FMS** to assist CLIENT or whoever CLIENT designates to solve the problem and carry out the operation. Each individual contributing agent must comply with the applicable Mexican legislation in accordance with the nature of the activity they carry out. If the SERVICE requested by CLIENT involves customs clearance, the corresponding customs agent will be specifically responsible for the services provided in accordance with their nature and patent and in accordance with the Customs Law.

Under no circumstance will **FMS** be responsible for lost profits, consequential, indirect, or punitive damages and especially **FMS** will not be liable for interruption of production, business or sales resulting from any delay, loss, theft or damage to the goods.

**FMS** and CLIENT expressly agree to limit the liability of **FMS** for losses and/or damages, including those resulting from the breach by **FMS** of its obligations, to the maximum accumulated amount equivalent to five hundred Mexico's Unit of Measure and Update (UMAS).

- 6. Insurance.** CLIENT agrees that **FMS** will not be obliged to contract any insurance either directly and/or at the CLIENT's expense and risk, unless all of the following are complied with: 1. CLIENT has previously instructed **FMS** in writing and expressly about the contracting of the insurance, clearly specifying the type of insurance, amounts to be insured and/or risks to be covered, as well as any other information necessary for said insurance; 2. CLIENT has stated to **FMS** in writing the value of the goods; and, 3. CLIENT has paid in advanced to **FMS** all the necessary funds to contract the insurance. CLIENT is aware that the carriers and/or stevedores with whom **FMS** enters into contracts and/or agreements, at the cost and risk of CLIENT, derived from the provision of the SERVICE, have the legal obligation to have an insurance, both regarding the transportation and loading they carry out, including without limitation: insurance against any damage, destruction, loss, deterioration, mistreatment, damage, fire, risk, theft and/or loss of goods for any reason. Likewise, CLIENT is aware and agrees that the responsibility of the carriers, stevedores and/or other suppliers and service providers with whom **FMS** enters into contracts and/or agreements, at CLIENT's expense and risk, derived from the provision of the SERVICE, in the best of cases, is limited and/or subject to certain limits, especially, including without limitation, to waybills, bills of lading, documents, and/or air waybills that they

generally and regularly handle, and in accordance with maximum liability provided for in various laws and legal systems, including, applicable International Agreements and/or Treaties and, in addition, carriers, stevedores and/or other service providers and suppliers with whom **FMS** enters into contracts and/or agreements in relation to the provision of the SERVICE, do not guarantee a delivery date of the goods.

By virtue of the nature of the SERVICE, the Parties agree that **FMS** will not be liable, including without limitation, for: loss of profit, damages, theft, abuse, deterioration and/or destruction, partial or total, of goods; for any delay in delivery or for the breach of contracts, and/or agreements in which **FMS** acts as commission agent and/or intermediary of CLIENT in relation to the provision of the SERVICE; especially, including without limitation, due to breaches by carriers, stevedores, customs and forwarding agents, service providers and/or warehousemen. In case of any claim or legal action that CLIENT files against, including without limitation, carriers, stevedores, customs and/or forwarding agents, service providers and/or warehousemen, **FMS**, upon written request of CLIENT, will provide CLIENT with a copy of the documents in possession of **FMS**.

CLIENT may directly contract the corresponding insurance to protect the goods against any risk and event. If the insurance company subrogates the rights of CLIENT for the purpose of asserting and/or demanding compliance with rights against third parties with whom CLIENT entered into any agreement and/or contract regarding the provision of the SERVICE performed by **FMS**, upon written request of CLIENT and/or the insurance company, **FMS** will provide a copy of the documents in possession of **FMS**, without this implying any additional liability to that provided for in these T&C for **FMS**.

7. **Letter of Guarantee.** CLIENT is obliged to sign a Letter of Guarantee in favor of **FMS**; through said document CLIENT will be liable for damages that may be caused to the container(s) that **FMS** provides as a loan to CLIENT for the provision of the SERVICE, and to return them in the same conditions in which CLIENT received them.
8. **Claims.** The final recipient of the goods will have the obligation to carry out the corresponding inspection thereof, and the result of said inspection must match that stated and expressed in the bill of lading, waybill or air waybill as the case may be, and match that stated by the customs agent; consequently, in case of any difference between what is stated and the goods received, CLIENT will have a period of 48 (forty-eight) hours to make the corresponding notification to **FMS**, and must attach reliable evidence of the opening of the containers or boxes at the facilities, photographic material of the condition in which said goods arrived, as well as all those elements that may serve as means of conviction, so that **FMS** can be certain that the goods did not arrive in accordance with that specified in the documents of the operation. Therefore, if CLIENT does not notify **FMS**, within the established period, the right to claim will preclude.
9. **Confidentiality.** The Parties acknowledge that, by virtue of the SERVICE, they may obtain or have access to information related to confidential products, services and procedures (hereinafter Confidential Information) from **FMS** or CLIENT; therefore, they are obliged to keep the information obtained by virtue thereof, in absolute confidentiality. By virtue of the foregoing, the Parties oblige: not to disclose



Confidential Information to third parties if there is no prior written consent of the owner of the Information, with the understanding that, in case of having said authorization, they must obtain a confidentiality agreement from said third parties with terms substantially similar to those contained in this provision; not to disclose, reproduce, copy, publish or partially or totally alter the Confidential Information by any means; carry out any action necessary to keep the Confidential Information as such; therefore, the parties commit to immediately inform the owner of the information if said Confidential Information is at risk of falling into the hands of unauthorized third parties; and, not to use the Confidential Information for their own purposes. The foregoing will not apply to information: (i) that prior to contracting the SERVICE, has been in the public domain, (ii) that after the start date of the provision of the SERVICE, is in the public domain, without the fault or negligence of any of the Parties, (iii) that must be disclosed in compliance with a duly grounded legal order, issued by a legitimate and competent judicial or administrative authority. The parties acknowledge and accept that the violation of this obligation will imply not only the violation of the provisions herein, but also will be considered an illicit act in accordance with the criminal legislation and the Industrial Property Law. The Parties are obliged to instruct their officials, staff, including subcontracted personnel, employees, agents, representatives and/or any person who, for any reason, is or may be linked to the Parties and the Confidential Information, regarding the content and scope of the obligation to keep secrecy and confidentiality referred to in this provision, being the Party receiving the information directly responsible for damages caused by any violation incurred by the aforementioned persons of said confidentiality obligation. The confidentiality obligation set forth herein will remain in force for the duration of the provision of the SERVICE and for 2 (two) years from the date of acceptance, either expressly or tacitly, of these T&C. Upon termination of the SERVICE, the Party that possesses Confidential Information is bound to destroy or return to the counterparty any record of said Confidential Information in their possession and; therefore, the Parties are subject to the legal sanctions established by the laws of the matter, as well as the payment of damages caused by any breach to the affected party. The Parties agree and acknowledge that the personal data used for the provision of the SERVICE must be considered and treated as Confidential Information in terms of this provision and in compliance with the Federal Law on Protection of Personal Data Held by Individuals and its Regulations, obliging the Parties not to use said data for purposes other than those stipulated in these T&C. CLIENT expressly authorizes **FMS** to use the personal data that, if applicable, CLIENT provides to **FMS**: (a) to provide the SERVICES and/or (b) for the purposes set forth in the **FMS** Privacy Notice. The handling of personal data will be regulated by the **FMS** Privacy Notice, available at: <https://www.FMS-logistics.com/en/>

- 10. Act of God or Force Majeure.** Regarding these T&C, CLIENT and **FMS** agree that an Act of God or Force Majeure will include any act of man or nature hazard, foreseeable or unpredictable, but unavoidable, which makes it impossible for the affected party to fulfill their obligations. Except for any payment obligation of CLIENT which must be

fulfilled even in an Act of God or Force Majeure, neither **FMS** nor CLIENT will be obliged to comply with their obligations if the impossibility thereof is a consequence of or derives from an Act of God or Force Majeure.

**FMS** will not be responsible for damages, losses, claims or demands of any nature arising from non-compliance with the obligations assumed in accordance with these T&C, if said non-compliance is attributable to an Act of God or Force Majeure, understanding as Act of God or Force Majeure any outside circumstance, beyond the control of **FMS**, reasonably unforeseeable, that makes the provision of the SERVICE absolutely impossible, as long as there is no fraud, negligence or bad faith attributable to **FMS**. It will not be considered Act of God or Force Majeure regarding CLIENT, events attributable to CLIENT or events that, although unforeseeable, are avoidable by CLIENT. Neither will the temporary or definitive absence of CLIENT, the seizure or intervention of their bank accounts, bankruptcy or liquidation of CLIENT, be considered an Act of God or Force Majeure regarding CLIENT. If either party is affected by an Act of God or Force Majeure, the affected party will immediately notify the other party indicating the effects of said circumstance regarding the fulfillment of the corresponding obligations in accordance with these T&C, and, the estimated duration of said circumstance. Likewise, the affected party must immediately notify the counterparty when said circumstance ceases.

- 11. Early Termination.** **FMS** may terminate in advance any legal relationship and contract entered into with CLIENT at any time, without cause and for convenience, providing a simple written notice to CLIENT with at least 15 (fifteen) calendar days prior to the effective date of termination.
- 12. Damages.** The party that fails to comply with these T&C will compensate the other party for all damages caused. If one party believes that the other is failing to comply with the corresponding obligations, said party will notify the breaching party in writing explaining the respective breach in detail, giving the breaching party a period of 10 (ten) calendar days to correct the respective breach. If the breaching party does not do so, the other party may terminate any legal relationship and contract and, claim compensation for damages.
- 13. Total Agreement.** The Parties agree that these T&C will prevail over any document, even any document issued by **FMS**, unless there is a partial or total, explicit waiver by **FMS**, a waiver that must be stated in writing and signed by a legal representative of **FMS**. Unless explicitly provided otherwise in these T&C.
- 14. Modifications.** The Parties agree that these T&C may be modified or amended only by means of a written agreement signed by both Parties.
- 15. Notices.** All notifications, notices and other communications between the Parties in accordance with these T&C, will be considered as carried out on the date they are delivered: (i) in person, with acknowledgment of receipt, or (ii) through a renowned special courier service, sent in both cases to the addresses indicated by the Parties, or (iii) by email to the accounts indicated by the Parties, CLIENT will provide said information during the registration process in the **FMS** system; said notices will become effective from the day after they are delivered. Both Parties agree to notify each other in writing, with acknowledgment of receipt, of any change in the aforementioned information, otherwise, the notifications, notices and other

communications delivered to the last address and/or email accounts indicated between the Parts will be fully valid.

- 16. Subcontracting.** CLIENT expressly authorizes **FMS** to partially or totally, subcontract the obligations of **FMS** with any third party, and additionally, CLIENT explicitly authorizes **FMS** to assign to any third party, either partially or totally, the powers granted by CLIENT.
- 17. Jurisdiction and Competence.** The SERVICE and these T&C will be subject to the laws of the United Mexican States. In case of any controversy and/or disagreement resulting from the provision of the SERVICE and these T&C, the Parties explicitly agree to submit to the jurisdiction and competence of the Courts of Mexico City, United Mexican States, waiving any other jurisdiction and competence that by virtue of their present or future addresses, or for any other reason, may correspond to them. The foregoing, without prejudice to the right that **FMS** has to seize assets and file legal actions in any other jurisdiction regarding the collection of amounts owed by CLIENT.