

International Freight Forwarding Contract. ABC Cargo Logistic SAS

1. SUBJECT MATTER.

1.1. The subject matter of the contractual relationship between ABC CARGO LOGISTIC SAS and THE CUSTOMER is the International Freight Forwarding, understood as the activity of coordination of cargo transport. To that end, the CUSTOMER, by accepting this contract, empowers ABC CARGO LOGISTIC SAS in a comprehensive and sufficient manner to act in its name and on its behalf in the contracting of all the services necessary for the cargo transport, and other that are needed to complete its logistics chain. Thus, ABC CARGO LOGISTIC SAS may enter into, on the account of, in the name and on behalf of the CUSTOMER, with complete freedom, contracts of transport, insurance, packaging, stowage, port operations, loading, unloading, convoy or escort, storage, among others.

1.2. The contracting Parties understand and agree that ABC CARGO LOGISTIC SAS shall never assume the capacity of Transport Commission Merchant or Contractual or de Facto Carrier.

1.3. For the purposes of this contract, THE CUSTOMER shall mean the natural or legal person who is the recipient of the service quote or offer from ABC CARGO LOGISTIC SAS and/or who requests the services of ABC CARGO LOGISTIC SAS.

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2. ENFORCEABILITY.

2.1. All services carried out by ABC CARGO LOGISTIC SAS in the development of International Freight Forwarding activities shall be governed exclusively by this contract, which shall be deemed fully accepted by THE CUSTOMER from the moment it, tacitly or expressly, accepts the service quote or offer sent by ABC CARGO LOGISTIC SAS. The CUSTOMER accepts that this contract is of mandatory compliance and binding, and shall be applied to any instruction or service request, transmitted by the CUSTOMER either in writing (including email and fax) or verbally.

2.2. This contract forms an integral part of any service quote or offer submitted by ABC CARGO LOGISTIC SAS, and shall be sent by the same. If, in the development of the contracted services, ABC CARGO LOGISTIC SAS issues any additional clauses to this contract, such clauses shall be mandatory; in this event, these provisions shall govern everything that has not been included in the additional clauses.

3. MATERIALIZATION OF THE INTERNATIONAL FREIGHT FORWARDING CONTRACT.

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3.1. Acceptance of the quote or offer means the express communication the CUSTOMER makes by any means, or the performance of any action by the CUSTOMER, whose purpose is the start of the execution of the services offered, including, but not limited to, sending the instructions.

3.2. The contractual relationship between ABC CARGO LOGISTIC SAS and THE CUSTOMER shall only arise when there is an express or tacit acceptance of the assignment of the service by ABC CARGO LOGISTIC SAS. The simple receipt of documentation shall not be understood as a tacit acceptance of the assignment of the service by ABC CARGO LOGISTIC SAS.

4. CUSTOMER OBLIGATIONS.

4.1. The CUSTOMER shall communicate in writing and in due time to ABC CARGO LOGISTIC SAS the following information, which may be contained in the instructions sent by it:

- ✓ Nature, number, weight, volume and packaging of the cargo.
- ✓ Whether it is dangerous goods. - Place of reception / delivery of cargo.
- ✓ Instructions and conditions concerning the shipment, means of transport. (Maritime /air / ground / urgent / consolidation / LCL containerized cargo, etc.)
- ✓ Reports and documents necessary for the cargo transport, and police, customs and health formalities.

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In case of instructions given verbally, such have to be immediately confirmed in writing (letter, email and/or fax). In the absence of precise instructions, ABC CARGO LOGISTIC SAS shall be entrusted with the selection of the means and the most appropriate ways to contract the logistics operation, which shall always be done in the name and on behalf of the CUSTOMER.

It is the responsibility of the CUSTOMER to transmit all information related to the service entrusted in a correct and complete manner. It is not the obligation of ABC CARGO LOGISTIC SAS to verify the information received. In case of noticing any error and/or discrepancy in the documentation received, ABC CARGO LOGISTIC SAS shall inform the CUSTOMER in order that such information is clarified.

The CUSTOMER guarantees the accuracy of the documents submitted to ABC CARGO LOGISTIC SAS and any governmental entity, and shall be responsible for any consequences caused by inaccurate or false declarations, including customs duties, taxes, customs fines or penalties, expenses for delays and damages, among others.

4.2. Delivering the cargo or make it available to ABC CARGO LOGISTIC SAS or its Agents properly prepared for its transport.

4.3. Complying with legal and administrative provisions set forth by national and international authorities, which correspond to its commercial activities, such as: i) External Circular No. 170 of October 10, 2002 DIAN – UIAF; ii) Anti-narcotics Police Responsibility Letter; iii) Resolution No. 892 of 2004 of the Civil Aeronautics – Airport Security.

4.4. The other obligations inherent to the nature of this contract.

5. OBLIGATIONS OF ABC CARGO LOGISTIC SAS.

5.1. Coordinating the cargo transport in accordance with the instructions provided in a timely manner by THE CUSTOMER, its supplier and/or representative.

5.2. Ensuring the conservation of the cargo when such is in its custody, in which case it shall be liable as a depositary.

5.3. The other obligations inherent to the nature of this contract.

6. IMPROPERLY PACKED CARGO.

Packaging or packing is understood as the process of arranging a group or quantity of goods in a convenient way to be transported.

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In cases where ABC CARGO LOGISTIC SAS notices that the cargo is improperly or insufficiently packaged or packed for its transport, ABC CARGO LOGISTIC SAS shall inform the CUSTOMER in this respect, being the latter able to remove the cargo to pack such properly or to request ABC CARGO LOGISTIC SAS the performance of such packaging, paying the CUSTOMER itself the costs. In the event that the CUSTOMER insists on delivering the cargo improperly packed, ABC CARGO LOGISTIC SAS may refuse to provide its services, charging the costs and expenses incurred until that time, and the respective compensation.

Should ABC CARGO LOGISTIC SAS choose to accept the improperly packed cargo, it will do so excluding its liability for damage to and/or loss of the cargo caused by the improper packaging. Likewise, the CUSTOMER shall assume the damages caused by the improper packaging to ABC CARGO LOGISTIC SAS and other third parties.

7. HAZARDOUS CARGO.

The CUSTOMER shall inform ABC CARGO LOGISTIC SAS when its cargo is classified as dangerous goods, that is to say, any substance that has corrosive, reactive, explosive, toxic, inflammable, infectious or radioactive characteristics, that may cause risk or damage to human

health, the environment and/or the goods of other customers, or any substance that is considered as dangerous in the current legislation.

In any event where ABC CARGO LOGISTIC SAS or any third party contracted by it determines the nature of dangerous goods of a cargo, ABC CARGO LOGISTIC SAS may take all actions tending to minimize and/or mitigate any risk arising from its nature, having the power, even, to destroy such, without thereby incurring any liability whatsoever to the CUSTOMER and retaining the right to claim from it the damages caused.

8. TERMS OF NEGOTIATION.

The choice of any negotiation term, including INCOTERMS, is made by the CUSTOMER and, therefore, ABC CARGO LOGISTIC SAS has no responsibility for the consequences of such choice. Regardless of the negotiation terms that are chosen, the CUSTOMER shall be responsible to ABC CARGO LOGISTIC SAS for the services entrusted and the related and invoiced expenses.

9. RECEIPT AND DELIVERY OF THE CARGO.

9.1. The CUSTOMER shall inform about any restrictions that the cargo might have, so that such is grouped with the cargo of other customers. If no precise instructions are received in this regard, it shall be understood that there is no restriction whatsoever.

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9.2. ABC CARGO LOGISTIC SAS shall not be responsible for the shipment, arrival and delivery of the cargo outside the dates indicated by the carriers and transmitted to the CUSTOMER, since the indicated dates are estimated and preliminary, and are subject to changes by the carrier.

9.3. At the time of delivery of the cargo at final destination, the CUSTOMER and/or consignee has an obligation to verify the status and condition thereof, having to immediately report any irregularities.

9.4. THE CUSTOMER undertakes to declare the exact weight of the cargo thus complying with the SOLAS – Verified Gross Mass (VGM) regulation of the containers containing the same. The conditions shall be as follows:

9.5. Containers shall be weighed at the port in the following cases:

a) Whenever a full export container enters the gate. (Weight verification service)

- b) Whenever an export container is sealed after its contents has varied due to a total or partial filling thereof. It shall be made in the same way for partial emptying.
- c) Whenever an exporter requests the service of weighing.
- d) Whenever a full export container is inspected and cargo is removed or added to it.
- e) Whenever the consignee of a full import container requires the service of weighing.
- f) When a shipping line requires the weighing of a full transshipment container.

9.6 The certificate of the verified gross mass of the containers may be presented to the Port by:

- a) The exporter, at the time of issuance of the Authorization for the Entry of Goods (ARIM). It is not mandatory to present the VGM certificate to enter the containers to the port.
- b) The shipping line, when it sends the shipping list of containers.
- c) The operator of the vessel, when it sends the consolidated shipping list of containers in the services in consortium.

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9.7. ABC CARGO LOGISTIC SAS is not responsible for the damages that may be caused by the containers (in the whole transport chain, that is, ground portion, loading procedure at port of origin, trip on a vessel, and unloading of the container at destination) that exceed the weight limit approved, so it is the responsibility of the Customer to provide the exact information on the weight of the goods to be shipped. The costs for weighing the container at the port and the administrative costs to obtain the VGM certificate from the port shall be borne by the customer.

9.8. Both the weight and the contents of the container are the responsibility of the customer, which must be equivalent to that recorded in the shipping documents previously delivered to ABC Cargo Logistic.

9.9. The customer shall be responsible for the cost overrun generated by the inaccuracy in the weights reported through the VGM certification according to the SOLAS regulation at port or in any scale authorized for this purpose.

9.10. ABC Cargo Logistic shall not be responsible for the lack of knowledge regarding the SOLAS regulation or for the expenses that such lack of knowledge or non-compliance entail during the provision of the service.

10. ABC CARGO LOGISTIC SAS.

10.1. ABC CARGO LOGISTIC SAS shall be liable to the CUSTOMER for damages to or loss of the cargo attributable exclusively to proven fault of ABC CARGO LOGISTIC SAS in the development of this contract. In no case shall ABC CARGO LOGISTIC SAS be liable for the improper execution of the contracts that it signs on the account of, in the name and on behalf of the CUSTOMER.

10.2. ABC CARGO LOGISTIC SAS shall be liable for the choice of carriers, warehouse operators, etc., but shall be released from liability if the choice of a third party has been made carefully and the CUSTOMER's instructions have been faithfully transmitted to such third parties.

10.3. In the event that the cargo is damaged or lost, while being in the custody of the third parties contracted on the account of, in the name and on behalf of the CUSTOMER, it shall be the responsibility of those, and the claims shall be filed against them.

11. INDEMNITY.

The CUSTOMER shall be liable to and indemnify ABC CARGO LOGISTIC SAS for any damage that the latter suffers as a consequence of the breach of the contractual and legal obligations of the CUSTOMER.

THE CUSTOMER shall be liable to and indemnify ABC CARGO LOGISTIC SAS for any claim, lawsuit, expense, payment, or compensation to which ABC CARGO LOGISTIC SAS is subject to or which it must incur in against third parties or authorities, including defense expenses and attorney's fees, by reason of complying with the CUSTOMER's instructions or the fulfillment of its contractual obligations with respect to the cargo.

12. COMPENSATION LIMIT OF ABC CARGO LOGISTIC SAS.

12.1. In any case, the liability of ABC CARGO LOGISTIC SAS acting as International Freight Forwarder shall be limited.

12.2. In the event that ABC CARGO LOGISTIC SAS is held liable for breach of its contractual obligations, the corresponding compensation shall be limited to an amount equal to two (2) SDRs (Special Drawing Rights set by the International Monetary Fund) per gross kilogram of damaged or lost cargo. In any case, the total and accumulated compensation that ABC CARGO

LOGISTIC SAS must pay to the CUSTOMER, with respect to any order and including several packages, shall not exceed USD \$ 10,000 (Ten thousand dollars of the United States of America).

12.3. In relation to third parties subcontracted by ABC CARGO LOGISTIC SAS, the respective process of selection of suppliers of ABC CARGO LOGISTIC SAS is managed, under which the suitability and requirements of such third parties are verified, such as: authorizations or permits of competent national authority; policies; chamber of commerce; RUT (*for its acronym in Spanish: Single Tax Registry*); among others. In any case, it falls exclusively on such third parties to comply with their legal and administrative obligations in Colombia, such as, for example, all matters relating to the social security of their employees, whether these are direct, the drivers of the trucks designated by the transport company or by the owner of the truck affiliated or linked to the transport company, and of the people they hire to load / unload their transport vehicles.

13. DECLARED VALUES.

All shipments of cargo shall be made without declared value. In the event that the contracting parties agree to apply a DECLARED VALUE, this shall be explicitly stated so in the respective transport document(s); otherwise, in no way shall the supply of information and documents by the CUSTOMER to ABC CARGO LOGISTIC SAS be understood as a Declaration of the Value of the cargo. The CUSTOMER must in due course inform ABC CARGO LOGISTIC SAS of its intention to declare the Value of its goods, in order to determine the corresponding operating and commercial conditions, such as freight value and related expenses, insurance policies, liabilities.

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14. LIMITATION OF LIABILITY FOR ACTIONS OR DEEDS OF THIRD PARTIES.

ABC CARGO LOGISTIC SAS is authorized to select and contract carriers, warehouse and/or port or river operators and others, if so required by the logistics operation, all of which shall be considered entities independent from ABC CARGO LOGISTIC SAS; these third parties shall be responsible for the execution of their obligations in accordance with the applicable contractual and legal conditions. Under no circumstances shall ABC CARGO LOGISTIC SAS be liable for any loss, damage, expense or delay suffered by the cargo for any reason while such cargo is in the custody, possession or control of such third parties selected by ABC CARGO LOGISTIC SAS.

The capacity of representative agent under which ABC CARGO LOGISTIC SAS acts shall be deemed stated to the third parties selected by means of the mere mention of intervening as Freight Forwarder (AS AGENT).

15. RESPONSIBILITY OF THE EMPLOYEES OF ABC CARGO LOGISTIC SAS.

Any direct legal action against employees of ABC CARGO LOGISTIC SAS, whether permanent or temporary, for loss of or damage to the cargo, shall only be possible within the limits of liability and compensation stipulated in this contract. In case of joint legal action against ABC CARGO LOGISTIC SAS and its employees, the maximum compensation to be paid to the CUSTOMER shall not exceed the one stipulated in this contract.

16. LACK OF LIABILITY.

16.1. ABC CARGO LOGISTIC SAS shall not be liable with regard to any consequential or indirect loss, such as loss of profit, loss of customers, fines, lawsuits for losses due to depreciation or conventional fines, fluctuations in exchange rates, tariff or taxes increased by the authorities whatever the cause.

16.2. In addition to the foregoing, under no circumstances shall ABC CARGO LOGISTIC SAS be liable should one or more of the following circumstances occur:

a) Fault of the CUSTOMER or its authorized representative. b) Defective or insufficient packaging, marking, labeling or stowage, or the absence thereof. c) War, rebellion, revolution, insurrection, usurpation of power, confiscation or apprehension under the orders of a government or a national or local authority. d) Detention, loss or damage caused by insurgent forces or forces outside the law. e) Damages caused by nuclear energy. f) Natural disasters. g) Force majeure or acts of God. h) Theft with or without violence. i) Damages or loss caused by inherent defects, hidden defects, or inherent nature of the cargo. j) Loss of or damages to the cargo when such is in the physical custody of the carriers or other third parties contracted by ABC CARGO LOGISTIC SAS in the performance of this contract. k) Damages caused by rodents or insects, unless the fault of ABC CARGO LOGISTIC SAS is proven. l) Circumstances that ABC CARGO LOGISTIC SAS cannot avoid, consequences that it cannot foresee. m) Delay in the delivery of the cargo.

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17. INSURANCE.

The cargo travels at the expense and risk of the CUSTOMER. ABC CARGO LOGISTIC SAS shall not contract insurance policies, unless the CUSTOMER specifically requires it in this manner in writing, in which case ABC CARGO LOGISTIC SAS shall carry out such undertaking in its capacity as representative agent of the CUSTOMER.

18. CLAIMS.

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18.1. ABC CARGO LOGISTIC SAS may support the CUSTOMER in its claims against carriers and other third parties, contracted on the account of, in the name and on behalf of the CUSTOMER.

For such purposes it is important to take into account that:

I) Air cargo transport. In case of loss, damage or delay of the goods, a complaint shall be made in writing to the carrier as follows:

i) In case of damage to the cargo, immediately after knowing such damage, and no later than 14 calendar days from the date of receipt thereof.

ii) In case of delay or demurrage, 21 calendar days from the date on which the goods were placed at the disposal of the person authorized for the receipt thereof.

iii) In case of loss (including lack of delivery), within 120 days after the date of issuance of the air waybill.

II) In case of maritime and ground transport, the deadline to claim is 3 calendar days counted from the delivery. Claims submitted outside the aforementioned deadlines are considered extemporaneous and may be denied by the carriers.”

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18.2. Notwithstanding the foregoing, the CUSTOMER shall submit its claim to its insurance company in accordance with the conditions of its insurance policy.

19. CONDITIONS OF PAYMENT.

19.1. The payment to ABC CARGO LOGISTIC SAS is against invoicing.

19.2. The value of the services must be paid by the CUSTOMER. Under the joint and several liability of the CUSTOMER, it may be agreed that such value be paid by the consignee of the cargo, as a condition precedent to the release or delivery of the cargo.

19.3. The invoices issued by ABC CARGO LOGISTIC SAS for the value of the services provided by it, and subject matter of this contract, are enforceable and shall become due on their due date without need for additional acceptance.

20. EXCEPTION NON ADIMPLETUS CONTRACTUS.

20.1. ABC CARGO LOGISTIC SAS has the right to suspend the provision of its services and therefore order the non-delivery of the cargo, without being in default, in the events in which the CUSTOMER has not paid all the expenditures arising from the logistics operation, or those sums of money owed to ABC CARGO LOGISTIC SAS.

20.2. The payment by the CUSTOMER of the expenditures arising from the logistics operation, invoiced by ABC CARGO LOGISTIC SAS, under no circumstances may be conditioned to any action or deed of ABC CARGO LOGISTIC SAS and/or employees or subcontractors.

21. SINGLE CONTRACT.

This contract governs in a comprehensive manner the legal relationships between the CUSTOMER and ABC CARGO LOGISTIC SAS, and cancels and supersedes completely any other written or verbal agreement that may have existed between ABC CARGO LOGISTIC SAS and the CUSTOMER with respect to the cargo that is the subject matter of this contract.

22. INDEPENDENCE.

The clauses of this contract are independent from each other, and if any part of such is declared invalid, it shall not affect the validity or enforceability of any of the other parts of such contract.

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23. APPLICABLE LAW AND JURISDICTION

The Parties agree that the law applicable to the contractual relationship existing between ABC CARGO LOGISTIC SAS and the CUSTOMER is the Colombian commercial law, regardless of the place where the obligations are fulfilled, without prejudice to the law applicable to the contracts that ABC CARGO LOGISTIC SAS enters into with other Parties, on the account of, in the name and on behalf of the CUSTOMER.

Given that the International Freight Forwarding contract is of an atypical nature, the contractual relationship between ABC CARGO LOGISTIC SAS and the CUSTOMER is preferably governed by this agreement and, in case of a vacuum, the non-mandatory rules of the “agency with representation of commercial nature” shall be exclusively applied.

The place of execution of the fulfillment of rights and obligations shall be that of the place of business of the office of ABC CARGO LOGISTIC SAS that has received the instruction or any other order of services.

24. SETTLEMENT OF DISPUTES.

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THE CUSTOMER and ABC CARGO LOGISTIC SAS agree that any dispute that arises as a result of this contract shall be decided subject to the following rules:

- √ Direct Negotiation: The parties shall endeavor to resolve amicably and directly the differences that should arise, for which they shall have a period of fifteen (15) calendar days counted from the day following the receipt of the written claim made by the complying party to the non-complying party.
- √ Ordinary Jurisdiction: In the event that the dispute persists despite the exhaustion of the direct negotiation, the parties may appeal to the ordinary jurisdiction.

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