

## TERMS AND CONDITIONS OF C.H. ROBINSON'S SERVICES

- These terms and conditions (“Terms”) apply to all instances where C.H. Robinson de México S.A. de C.V. y C.H. Robinson Global Forwarding, Mexico S.A. de C.V. (C.H. ROBINSON) is providing any type of logistics service, including but not limited to multi-modal over the road transportation brokerage services, intermodal transportation brokerage services, and/or international or domestic indirect air carrier services (the “Services”), to a customer (the “CLIENT”), where no other written and mutually executed commercial agreement related to such logistics service exist between C.H. ROBINSON and the CLIENT. In the event CLIENT determines, after receipt of the rates for the Services, to utilize the Services, CLIENT is expressly agreeing that these Terms shall apply to such Services. As identified further below, in the event C.H. Robinson is providing international or domestic indirect air carrier services or ocean transportation services to the CLIENT, the terms of C.H. Robinson’s Airway Bill or CHRystal Lines Ocean Bill of Lading, as relevant, governing such international or domestic indirect air carrier services or ocean transportation services shall take precedence over these Terms and apply to such international or domestic indirect air carrier services. The rates of the Service shall be valid in accordance with what was stipulated by the CHR Executive and CLIENT and may vary without prior notice in the event of events outside the control of C.H. Robinson. The foregoing, except for services that are in progress under a specific requirement, whose rate cannot vary until it is concluded.
- Except for rates that are expressly identified as “all-in rates”, rates are subject to an extra fuel charge by the underlying contracted carrier, which will vary depending on the location and time of Service. This charge is constantly changing, which is why it will be adjusted periodically.
- The rate for the Service is calculated based on live loading/unloading at the shipper or receive and includes some up to three hours of no cost time for handling the merchandise; additionally, up to **2 free days** of handling at the border; therefore, it may apply charges for Additional Days and Charges for Delays in loading and/or unloading at the Border, Port, and/or Terminal, which are applied by the carriers that collaborate with C.H. Robinson.
- These rates **DO NOT** include loading and unloading maneuvers at origin and destination, customs expenses, and charges for bridge crossing, import and/or export taxes, warehousing, and/or any other concept not expressly mentioned herein, all of which will be at the CLIENT’s expense.
- The rate is based on the dimensions, class, product description, the value of the merchandise, and weights provided by the CLIENT; in case these vary, the rate also varies.
- Rate not valid for exhibitions and expositions, unless it has been established in writing in the information provided.
- Rate not valid for deliveries and collections in residential areas, unless it has been expressly established in writing in the information provided.
- In sea or air shipments, the rate is subject to space availability.
- C.H. Robinson, as a logistics service provider, does not have its own means to carry out the transport of the merchandise, for which it invoices its logistics services through an income digital tax invoice (as per its acronym in Spanish “CFDI”) without a bill of lading complement, which meets the requirements set forth in the tax provisions currently in force to qualify as deductible for tax purposes for the CLIENT.
- The rates of the Service cover the service of coordination of transportation, so that merchandise is transported in the name and on behalf of the CLIENT by the Transport Line authorized for this purpose by road, air, sea, or intermodal, as the case may be. The trailer can be complete or partial if the CLIENT so requires. By virtue of the foregoing, in accordance to the tax provisions in force, the CLIENT owner or holder of

the merchandise that contracts the services of C.H. Robinson will be solely responsible for accurately delivering to C.H. Robinson the data necessary to identify the goods or merchandise being transported, under the requirements set forth these purposes in the tax legislation and the regulation of the Miscellaneous Tax Resolution in force, as well as to ensure that said information is accurate and without any error. By virtue of the foregoing, it is hereby stated for the record that in the event that C.H. Robinson receives personal information as part of the documentation necessary to transport the merchandise, C.H. Robinson agrees that it will assume the character of a manager concerning those personal data that are transferred to it by the CLIENT, for which it will assume those obligations that correspond to it as receipt derived or related to the personal data that it receives in its capacity as manager, as well as those that apply to third parties per the provisions of the Mexican Federal Law on Protection of Personal Data Held by Private Parties, including without being limited to treat personal data only to comply with the tax obligations arising from the relationship between C.H. Robinson and the CLIENT. Due to the foregoing, the CLIENT will be responsible for the processing of personal data and its truthfulness and accuracy thereof.

- The CLIENT shall have the obligation to compensate and release C.H. ROBINSON regarding any liability that may arise as a result of the total or partial breach, or error of its tax obligation in relation to the delivery of the exact information that is required in relation to the ownership and possession of the merchandise to be transferred or transported by C.H. Robinson's vendor, in accordance with the provisions of the tax legislation and the regulations of the Miscellaneous Tax Resolution in force, as well as the issuance of digital tax receipts online with the Bill of Lading complement, either by them or by their representatives, as well as for the total or partial breach by the CLIENT of its tax obligations in relation to the payment of taxes, default interest, surcharges, updates, and/or fines, as well as any audit or procedure, lawsuit, or claim filed against C.H. Robinson due to payment and/or breach of tax and customs obligations by the CLIENT, in relation to the provision of C.H. Robinson's services attributable to it, as well as any solidary or criminal responsibility that may arise in the event of said total or partial breach by the CLIENT, as well as any losses, damages, and expenses derived from said total or partial breach against C.H. Robinson. The compensation must be delivered by the responsible party, free of taxes; i.e., that C.H. Robinson shall receive an amount equal to the amount it would have received if such deductions had not been made by the CLIENT.
- Transit times are estimated and only the driving hours established in NOM-087 will be taken into consideration. Neither C.H. Robinson nor the underlying carrier shall be liable for any damages related to or arising from delay.
- The Mexican carriers designated by C.H. Robinson guarantee that they are authorized to provide the services they perform by the Law of General Roads of Communication, the Law of Roads, Bridges, and Federal Motor Transport, and the Regulation of Federal Motor Transport and Auxiliary Services.
- The packaging, storage, loading, and securing of the merchandise are the sole responsibility of the shipper and/or CLIENT.
- The merchandise does **NOT** travel insured in its transit through Mexico, so it is up to the CLIENT to insure it at their own expense if they wish to do so. The cargo is not insured during the international crossing with the "transfer" or the transshipment unless it has been expressly established in writing in the information provided.
- The U.S. carrier's responsibility for the loss or damage to cargo in U.S. territory shall not exceed \$100,000 USD per trailer. In the understanding that said responsibility begins from the moment in which the U.S. carrier collects the cargo. The cargo transfer service between Mexico and the U.S., including the temporary storage of cargo for this purpose, does not include any insurance and is subject to additional charges unless expressly stated in writing in the information provided.
- Special claims, damages, or production losses, expiration of the validity of the products, delays in deliveries, or the reception of merchandise will **NOT** be accepted

in any case, considering, among others, the following:

- (1) bad weather, accident, or cargo delays
- (2) delays in transit caused by the FFCC/principal/carriers or causes beyond the control of C.H. Robinson
- (3) schedule changes
- (4) those indicated on the contracted carrier's bill of lading

- In any event, the amount of said claim, damage, or loss may not exceed the value of the services provided by C.H. Robinson.
- Quotes for air transportation service does **NOT** include air insurance unless the CLIENT previously requests it in writing and so agrees with C.H. Robinson.
- All ocean and air transportation services are, respectively, subject to C.H. Robinson's standard ocean and air transportation terms and conditions set forth within of C.H. Robinson's CHRistal Lines Ocean Bill of Lading or Airway Bill. Any inconsistency between the terms and conditions of C.H. Robinson's CHRistal Lines Ocean Bill of Lading or Airway Bill and these Terms shall be governed by C.H. Robinson's CHRistal Lines Ocean Bill of Lading or Airway Bill.
- With regard to C.H. Robinson's liability for cargo loss or damage related to any air transportation service, the responsibility of C.H. Robinson will not exceed in any case that assumed by the airlines and/or associated agents, and/or intermediaries of IATA when transporting the CLIENT's merchandise.
- Due to company policies, whenever it is the first shipment or if it does not have credit through C.H. Robinson, payment must be made in advance.
- The rates shown here are based on the availability of equipment from a carrier. There are other options to guarantee equipment on a certain day. If no equipment is available, C.H. Robinson can offer other equipment at a higher price. C.H. Robinson will notify if the equipment is not available.
- Following the provisions of its bylaws, C.H. Robinson is limited to logistics services, orientation, consulting, mediation, commission, and coordination of freight transport.
- The CLIENT expressly acknowledges and agrees that the use of the logistics services of C.H. Robinson constitutes acceptance of the rates quoted, as well as these terms and conditions applicable to the services it provides, which include the rate at which C.H. Robinson, in the name and on behalf of the CLIENT for the transport service, and relieves C.H. Robinson in transit through Mexico, to (i) declare the value of the merchandise to be transported and (ii) contract some type of insurance for the said segment with the carrier or any insurance company.
- For this purpose, as a condition for the use of the logistics services of C.H. ROBINSON, The CLIENT releases C.H. Robinson from any legal responsibility that derives or arises due to the land transportation involved in the services for which the corresponding order is issued in its transit through Mexico. Said authorization and relief are conferred at each moment in which the transport service is contracted with the third party, without the need for the CLIENT's signature to be stamped in this document or any of the service orders that CLIENT manages before C.H. Robinson, or the bills of lading or guides in the operations that C.H. Robinson executes in the name and on behalf of the CLIENT, and will be applicable on each occasion in which the CLIENT requires the services of C.H. Robinson here referred to.