

TERMS AND CONDITIONS NEXUS LOGISTICS S.A.

Scope of application

These Conditions define the contractual status of **Nexus Logistics S.A.** and the Customer, establishing responsibilities and their limitations, exceptions, charges and time bar (or time limit).

These conditions apply to all **Nexus Logistics S.A.** operations.

All quotations or proposals submitted by the Company shall refer to these conditions, so that the acceptance of the former shall necessarily imply acceptance of the latter.

If in the development of the contracted services Nexus Logistics issues any additional instruction or modification to these conditions, such instrument shall be binding; in such event, these conditions shall govern everything that has not been included in the additional agreement.

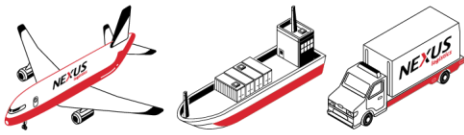
Definitions.

In these Conditions, the following words and expressions have the following meanings, unless otherwise specifically defined:

2.1 "**Company**" means **Nexus Logistics S.A.** and its branches, agencies and related companies in the development of international freight forwarding, logistics and other services.

2.2 "**Client**" means any legal entity or natural person entering into a contract with the Company, accepting the service provided by the Company and enjoying rights and assuming obligations in accordance with the contract, or any legal entity or natural person having an interest in the contract, including, but not limited to, the owner, consignor, shipper or consignee of the goods or their agents.

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2.3 **"Instructions"** means statements of the Customer's specific requirements and includes the instructions specified on the face of the Shipper's Instructions and/or on the face of the Company's transport document (including the Company's *House Bill of Lading* or the relevant AWB).

2.4 **"Owner"** means the owner of the goods (including containers or equipment other than those provided by the Company or the carriers) to which any business entered into under these Conditions relates and any other person who is or may be interested in them and includes the consignee named on the face of the Shipper's Instructions and/or on the face of the Company's shipping document (including the *House Bill of Lading*). or may be interested therein and includes the consignee named on the face of the Shipper's Instructions and/or on the face of the Company's transport document (including the Company's *House Bill of Lading* or the relevant AWB).

2.5 **"Goods"** includes goods, products, wares and merchandise of all kinds; and any container, trailer, tank or pallet (including similar transport items used to store or consolidate goods) not supplied by or on behalf of the Company.

2.6 **"Dangerous goods"** means goods classified as dangerous goods under international conventions or national laws and goods that may become dangerous, flammable, radioactive, noxious or harmful.

3. Application of these Conditions

3.1 All business conducted by the Company and transactions of the Company are subject to these Conditions, which shall be incorporated into and form an integral part of any agreement between the Company and the Client. These Standard Business Conditions may be modified by agreement in writing by the Company prior to the commencement of the respective contract. Where the terms of the agreement between the Company and the Customer or the terms of the transport documents issued by the Company, including, but not limited to, the air waybill, sea waybill and bill of lading, the Standard Commercial Conditions may be amended by agreement in



writing by the Company prior to the commencement of the respective contract. If the terms of the agreement between the Company and the Customer or the terms of the transport documents issued by the Company, including but not limited to the air waybill, sea waybill and multimodal bill of lading issued by the Company that qualifies the Company as carrier, are contrary to these Conditions, the terms of the agreement or the waybills shall prevail.

3.2 Any and all advice, information or services provided by the Company free of charge are provided on the basis that the Company will not accept any liability under any circumstances.

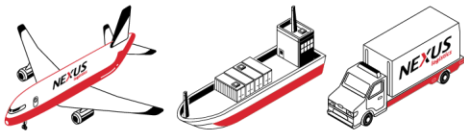
3.3 No failure or delay by the Company in exercising its rights shall constitute a waiver thereof, nor shall any single or partial exercise by the Company of any such right preclude any subsequent or other exercise thereof or the exercise of any other right it may have. The rights and remedies of the Company provided in these Terms shall be cumulative and not exclusive of any rights or remedies provided by law.

3.4 Each of the provisions of these Conditions is severable and distinct from the others and if at any time any one or more of such provisions are or become invalid, illegal or unenforceable. The validity, legality and enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired thereby.

4. Contractual status of the Customer and the Company

The Client entering into any transaction or business with the Company expressly warrants to the Company that the Client is the Owner or the Owner's authorized agent and that the Client accepts these Conditions. Where the Client is acting as agent for the Owner, the Client also accepts such liability to the Company that, in respect of such transaction or business, the Company is entitled to enforce its rights against the Client and the Owner, jointly and severally.

5. Customer Obligations



- 5.1 The Client warrants that it has taken all sufficient and effective steps to have a full understanding of the contents of the agreement with the Company and the documents issued by the Company to the Client at the time of entering into or accepting such agreement or documents.
- 5.2 The Client warrants that any and all Instructions given to the Company are legal, valid and enforceable.
- 5.3 The Customer warrants that the representations it has made to the Company in relation to the goods are sufficient and correct.
- 5.4 The Customer warrants that the packaging and markings of the Goods comply with the requirements of carriage. The Customer shall comply with any special requirements demanded by the Company at the time of receipt of the Goods in accordance with the nature of the Goods and the special conditions of the journey.
- 5.5 Except under special agreements previously established in writing, the Customer warrants that the goods are not dangerous as defined in binding documents such as laws, regulations, international conventions. If, nevertheless, the Customer delivers such goods to the Company or causes the Company to accept, handle or treat such goods otherwise than under the special agreements previously set forth in writing, the Customer shall be liable for all expenses, losses, damages caused, fines and claims in connection with the goods, however arising. The Company or other persons having actual control of the goods shall have the right to decide whether the goods are dangerous goods without prior notice to the Customer and shall be entitled to destroy or dispose of the goods at the Customer's risk and expense.
- 5.6 The Customers shall not request the Company to stop the carriage, return the goods, change the place of destination or deliver the goods to another consignee or terminate the contract unless, before the Company delivers the goods to the consignee, the Customers return all invoices or transport

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documents previously issued by the Company and shall compensate the Company for all losses caused to the Company. a delivers the goods to the consignee, the Customers return all invoices or transport documents previously issued by the Company and shall compensate the Company for all losses caused to the Company.

6. Rights and obligations of the Company

I) General provisions

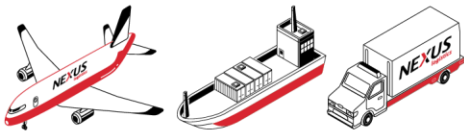
6.1 Unless otherwise agreed in writing in advance, the Company is authorized to enter into contracts in its own name or on behalf of the Client for the following matters, without prior notice to the Client:

- (1) select the carrier, mode and route of transportation of the goods;
- (2) select whether the goods are transported in containers or not and whether the goods are transported on deck or not;
- (3) for the storage, packing, unpacking, transshipment or handling of goods;
- (4) other arrangements in accordance with the Client's Instructions or as deemed necessary by the Company.

6.2 The Company is entitled (but not obliged) to depart or deviate from the Customer's Instructions in any respect if, in the opinion of the Company, such deviation is necessary or desirable in the Customer's interest. The Company shall at any time comply with the instructions or orders of government departments and the Company's liability for the Goods shall cease upon delivery or handling of the Goods in accordance with the above instructions and orders.

6.3 The Company is authorized by the Client to act and the Company is not obliged, unless specifically requested in writing by the Client, to inform the Client of the details of acts performed by the Company.

6.4 At any time when the Company considers that impediments, risks, delays or disadvantage are or may be affecting its performance of the obligations and



the Company has no reasonable methods of avoiding them, the Company may terminate the performance of the obligations by notice in writing to the Customer. The Company may deliver the whole or part of the Goods to the Customer for control at any place the Company thinks fit and the Company's liability for the Goods shall thereupon cease. The Customer shall, on demand, pay any additional expenses incurred by the Company for the carriage, delivery and storage of the Goods at the aforesaid place and other relevant expenses.

6.5 If the Customer fails to make delivery of the goods or any part thereof at the time and place notified by the Company, the Company shall be right to store the goods or any part thereof at the Customer's risk and expense, after which any liability the Company may have in respect of the goods or part thereof stored as aforesaid shall cease in full.

6.6 The Company is entitled (but not obliged) to sell or dispose of all or part of the Goods at the Customer's risk and expense in any of the following circumstances:

- (1) The Company has given 15 days written notice to the Customer when the Company, in its sole discretion, considers that all Products cannot be delivered in accordance with the instructions received;
- (2) The Goods have perished or have deteriorated or are in immediate prospect of doing so in a manner that has caused or may reasonably be expected to cause loss or damage to other persons or property.

(II) When the Company contracts on behalf of the Client

6.7 Where the Company acts as agent, the Company is entitled to enter into a contract on behalf of the Client or on its own behalf with any third party. The contract so entered into shall have direct binding effect on the Client and the third party.



6.8 Where the Company acts as agent, the Company shall not be liable for the Client's loss unless and except to the extent that the loss is caused by the Company's negligence.

6.9 Where the Company is acting as agent, the Company shall not be liable for loss caused by the acts or loss caused by the acts or omissions of the third party, including but not limited to carriers, warehousemen, stevedores, railroad offices and truckers, unless the Company has failed to act diligently in the selection, instruction and supervision of the third party.

(III) When the Company contracts as principal (or principal)

6.10 The Company acts as principal when it performs the carriage with its own means of transport or enters into an agreement and issues a transport document on behalf of the carrier. The period of liability of the Company as a multimodal transport operator in respect of the goods under multimodal transport contract covers the period from the time of taking the goods at its own expense to the time of delivery. The Company's liability shall be determined by the principle of "network liability", subject to the laws and regulations governing a specific section of multimodal transport. In the event that the Customer accepts the transport document issued by persons other than the Company and does not require the Company within a reasonable time to assume liability as principal, the Company shall cease to assume liability as principal.

6.11 When the Company contracts as principal, it shall be liable for the acts and omissions of the third party employed by the Company to perform the transportation service or other services, as if such acts and omissions were performed by the Company itself.

6.12 The aforementioned in the preceding paragraph does not exclude the Company from the benefits of the exceptions and limitations of liability under the laws and these Conditions.

7. Special provisions for containerized transport

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7.1 In the event that the containers are not consolidated or sealed by the Company, the Company shall not be liable for loss and damage to the contents of the containers resulting from one or more of the following circumstances:

1. Consolidation or sealing mode;
2. Unfitness of the goods for carriage in containers, unless the Carrier expressly requires the goods to be transported in containers;

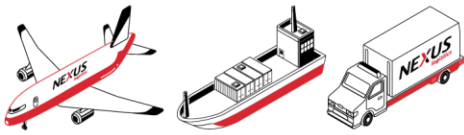
Failure to load the containers, unless the containers are supplied by or on behalf of the Company. Even if the containers are supplied by the Company, if the failure to load the containers is the result of the Customer's failure to present the special nature of the goods, the Company shall not be liable.

7.2 The Client shall indemnify the Company against any circumstance under 7.1 and indemnify the Company for any loss caused.

7.3 Where the Customer requests the Company to supply containers, the Company is not obliged to supply containers of a special type or quality to match the Goods unless a different instruction is expressly given in writing to the Company.

8. Warranties

8.1 The Client shall hold harmless and indemnify the Company from and against all claims, liabilities, losses, damages, costs and expenses (including without limitation all duties, taxes, levies, deposits, fines and disbursements of whatever nature levied by any authority) arising out of the Company's performance in accordance with the instructions given by the Client, or arising out of a breach of warranty or obligation on the part of the Client, or arising out of inaccurate, incomplete, incomplete or incomplete information or instructions given by the Client, or arising out of a breach of warranty or obligation on the part of the Client.(including without limitation all duties,



taxes, levies, deposits, fines and disbursements of any nature whatsoever charged by any authority) arising out of the Company's performance in accordance with instructions given by the Customer, or arising out of a breach of warranty or obligation by the Customer, or arising out of inaccurate, incomplete or ambiguous information or instructions of the Customer, or arising out of the negligence of the Customer or Owner.

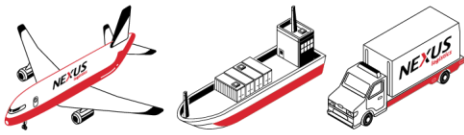
8.2 Advice and information, in whatever form it may be given by the Company, is given by the Company to the Client only and the Client shall hold harmless and indemnify the Company from and against all claims, liabilities, losses, damages, costs and expenses arising from any other person acting in reliance on such advice or information.

8.3 The Client undertakes that any officer, employee, agent or subcontractor of the Company shall benefit from all the exceptions and limitations of liability which hereby benefit the Company.

8.4 The Client shall defend, indemnify and hold harmless the Company from and against all claims, costs and demands of any kind and by whomsoever made or preferred in excess of the Company's liability under the terms of these Conditions.

8.5 The Customer shall defend, indemnify and hold harmless the Company in respect of any gross negligence or any claim of a gross negligence nature which may be made against the Company and the Customer shall provide such security as may be required by the Company in this regard.

8.6 After the Company agrees to accept dangerous goods for carriage, if the goods in the opinion of the Company constitute a risk to other goods, property, life or health, or by the restriction of certain laws, the carriage or unloading of such goods may cause detention of the goods, other property, life or persons, the Company may destroy or dispose of the goods without notice, at the cost and risk of the Customer or the Owner and without any liability to the Company. If the goods may cause the detention of the goods,



other property or persons, the Company may destroy or dispose of the goods without notice, at the Customer's or Owner's risk and expense and without liability to the Company.

8.7 The Customer shall be liable for any loss, pollution, delay, demurrage or loss of and damage to property (including, but not limited to, containers) of the Company or others and the vessel caused directly or indirectly by the Customer, the Owner and their servants, agents and representatives before, in the course of or after the carriage.

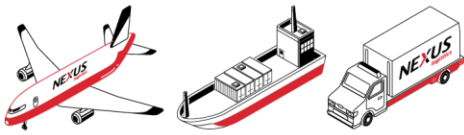
Charges

9.1 The Company is entitled to charge on gross weight or volumetric weight. Further details regarding the calculation of transportation charges will be provided to the Customer upon request.

9.2 The Customer shall pay to the Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim or set-off.

9.3 When the Company is instructed to collect the freight, the Customer shall unconditionally pay all duties, fees, charges or other expenses corresponding to third parties other than the Customer which are not paid in due time by these third parties.

9.4 On all amounts overdue to the Company, the Company shall be entitled to interest calculated daily from the date such accounts are overdue until payment thereof at the rate of 0.5% per day during the period such accounts are overdue, or the current interest in effect at the date of delinquency, at the Company's option.9.4 On all amounts due to the Company, the Company shall be entitled to interest calculated daily from the date such accounts become past due until payment thereof at the rate of 0.5% per day during the period such amounts are past due, or the current interest in effect at the date of delinquency, at the option of the Company.



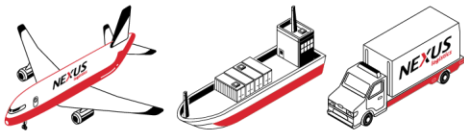
9.5 Quotations are extended on the basis of immediate acceptance by the Customer. Notwithstanding acceptance of quotations by the Customer, the Company shall be at liberty to revise quotations or charges in the event of changes in state and market policies on currency exchange, freight rates, insurance premiums or any charges applicable to the goods.

9.6 The Company and/or its agents have a lien on all goods and documents received for monies owed by the Client to the Company. If such monies due to the Company are not paid within 30 days after notice to the Client that such goods or documents are being held, or if such monies are not paid within 30 days after notice to the Client that such goods or documents are held, or if such monies are not paid within a reasonable time when the retained goods are perishable goods, the Company has the right to dispose of the goods and/or documents to satisfy such debt and costs of destruction or disposal.

10. Company Exceptions

Except pursuant to previously established special agreements, the Company shall be exempt from liability for any loss, damage or delay, if and to the extent that such loss, damage or delay is caused by:

- 10.1 Acts or omissions of the Client or its agents;
- 10.2 In compliance with the Client's instructions;
- 10.3 Inadequate packaging or marking;
- 10.4 Handling, loading, unloading and stowage of the Goods by Customer or its representatives;
- 10.5 Inherent Defect of the Goods;
- 10.6 any loss, damage, expense or claim arising from flood, storm, typhoon, strike, shock, embargo, war, piracy, ionizing radiation or contamination by radioactivity of nuclear fuel or nuclear waste and radioactive, toxic, explosive or other hazardous properties;
- 10.7 Any other cause or event that the Company cannot avoid through the exercise of due diligence.



Limitation of liability

11.1 Except to the extent otherwise provided by law and regulation or other provisions of these Conditions, in any event, the Company's liability, whether for negligence, fault or otherwise, shall not exceed the following, whichever is the lesser of:

(i) 2 SDRs per kilogram of the gross weight of; or

(ii) 666.67 SDRs per package or unit of

the goods or any other property lost, damaged, misdirected, misdelivered or in respect of which a claim arises.

(Note: SDR refers to a Special Drawing Right. The SDR shall be as defined by the International Monetary Fund and the value of an SDR shall be calculated on the date on which settlement is agreed or judgment is rendered).

11.2 In the case of claims for delay in respect of carriage or delivery, the Company's liability, in the case of proven fault or negligence, shall not exceed the amount of the Company's freight for the Goods for which delivery has been delayed.

11.3 In addition, and without prejudice to the generality of the foregoing provisions, if the Customer declares the value of the Goods at the time the Company takes delivery of the Goods or by mutual written agreement, the Customer may claim in excess of the limits set out above, but the Company's liability shall in no event exceed the declared value or the agreed value.

12. Notice

12.1 Unless the consignee gives written notice of loss or damage to the Company at the time of delivery of the Goods to the consignee, such delivery shall be deemed prima facie evidence that the Goods were



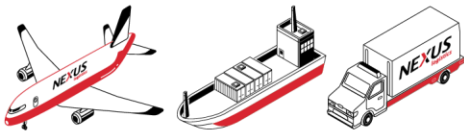
transported and delivered in apparent good order and condition. In the event that loss or damage to the Goods is not apparent, written notice shall be given within 7 days from the day following delivery of the Goods. In the absence of such written notice, delivery shall also be deemed prima facie evidence of the Goods being transported and delivered in apparent good order and condition.

12.2 Other claims shall be submitted within 14 days after the date on which the Customer became or should have become aware of the loss or damage. Any claim not submitted shall be deemed waived, except where the Customer can prove that it was impossible for it to meet the deadline and that it has submitted the claim as soon as it was reasonably possible for it to do so.

13. Insurance

No insurance shall be taken out except in accordance with express instructions given in writing by the Client and accepted by the Company. All insurance carried by the Company is subject to the usual exceptions and conditions of the policies of the insurance company or underwriters assuming the risk. The Company shall have no obligation to carry separate insurance for each shipment. In the event the underwriters dispute their liability for any reason whatsoever, the insured shall have recourse only against the underwriters and the Company shall have no any liability or obligation in connection therewith, notwithstanding that the policy premium may not be the same rate as that charged by the Company or paid to the Company by its Customer. To the extent that the Company agrees to arrange insurance, the Company acts solely as agent for the Client using reasonable efforts to arrange such insurance. The Company does not guarantee or commit to any such insurance that will be accepted by the insurance company or the underwriters.

14. Time limit



Unless otherwise agreed in writing by the Company or an action is brought in a court of competent jurisdiction, all liabilities of the Company shall be discharged within 6 months from the date on which the Goods were delivered or should have been delivered by the Company or from the date on which the recipient was entitled to consider the Goods as having been lost due to non-delivery. The Company's liability shall be discharged within 6 months from the date on which the Goods were delivered or ought to have been delivered by the Company or from the date on which the consignee was entitled to consider the Goods as having been lost due to non-delivery.

Jurisdiction and law

These Conditions and any claim or dispute arising out of or in connection with the Company's services shall be subject to the laws and regulations of the Republic of Chile and to the exclusive jurisdiction of the Chilean courts.

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