

OOCL (Mexico) Terms & Conditions for Pre- and on-carriages

1. All freight offers are non-binding until receipt of booking and subject to equipment and transport capacity availability. The inland transportation rates are valid for OOCL standard container equipment and do not include movement of shipper's owned containers (SOC). All containers are to be provided from our free pool within the port terminals OOCL operates. Release or accept containers in Mexico City, Monterrey, Queretaro and Guadalajara inner yards are subject to prior approval, and surcharges may apply.

2. Terms & conditions can be revised at any time, OOCL will make a best effort to provide at least one month pre-notice of relevant amendments. For more information, please visit <http://www.oocl.com/mexico/eng/localinformation/customerserviceguide/Pages/default.aspx>

3. Commodity stuffing/stripping into/from and sealing the container(s) is the full responsibility of the Merchant. OOCL is not responsible for weighing, stuffing/stripping containers and does not accept any liability for cargo damage, cargo loss or any other issue or expense resulting of such operations.

4. A fuel surcharge for all rail and motor carrier services combined transports/prices may apply to inland transportation base rate, level of this fuel surcharge being a monthly variable surcharge.

5. All truck inland transportation movements are to be coordinated within 10 calendar days prior to vessel's ETA at port of loading for exports. 12 hours chassis free time for unloading and loading (per each container/chassis) either at customer premises or container terminal. For rail/truck combined services are allowed 6 hours free time for unloading and loading (per each container/chassis), any additional time over above-mentioned free time will be charged to the Merchant **at the rate of usd 250.00 per container / chassis subject to local VAT. Inland rates for dry cargo are structured to be performed in tandem basis. Single chassis drayage will be performed upon customer's request or route specifics depending on cargo availability with a 40 percent surcharge over the base rate. Reefer transportation services are performed in single chassis always preserving cargo integrity. New regulation in force known as **CFDI complemento carta porte** requires customers to complete and send the information requested by the tax authority to the carrier within 72 hours ahead of intended loading date. Fail to do so will cause termination of the service with no responsibility to the carrier.

6. Freight offers do not include additional cost for customs clearance, customs documentation, multi stop, dangerous goods surcharge/label, Low chassis, tilt-chassis or side loader, cooling chassis, HSS seals, container upgrading, container weighing, route diversion, etc.

7. Weight limitation. a. Please consult terms and limits in the following website: http://www.dof.gob.mx/nota_detalle.php?codigo=5508944&fecha=26/12/2017 All cargo shipments moving overland within Mexico are governed by weight restriction laws established by both federal and local government agencies. The consequences of exceeding the legal limit are severe fines, liability claims, equipment damage and/or extra costs such as trans-loading. Failure to comply with federal law can result in the delay or cancelation of the shipment. The law now recognizes the "remittent" in the transport document (carta porte), if fined for an overweight or oversized violation due to incorrect or missing information from the issuing party of the container, as the liable party that provides false or erroneous certification information, violates state highway weight law or fails to pass on certification information. Maximum Payload To prevent the stressing of Federal Highway Bridges, the Federal Bridge Formula uses the spacing of axles on vehicles to help identify the maximum allowable gross vehicle weight. Various factors such as type of cargo, distribution of cargo within the container and different types of equipment (e.g. steel vs. aluminum containers, flush vs. slider chassis, tractor weight/type, gensets for reefer) will affect the determination of an absolute maximum cargo payload. Due to the variety of variables that factor into the bridge formula calculation, we offer the following recommended guideline for the average maximum container payload weights NOTE: Strict adherence to reefer weights. Limit of tare weight shown on container may never be exceeded. b. For Mexico please visit our website: <http://www.oocl.com/mexico/eng/localinformation/operationalrestrictions/Pages/default.aspx>

8. Scrap and or HHG transportation always require a separate quotation and feasibility request.

9. OOCL accepts carrier haulage for dangerous cargo (except IMO class 1 and class 7) under strict local regulation terms and conditions. Dangerous cargo transportation is subject to pre-notice/acceptance and to additional charge. As per regulation, IMO labels must be affixed by shipper within the 4 sides of container. In case of missing labels MERCHANT party will be held liable to any penalty and sanction. OOCL will make appropriate labeling subject to additional charges billed to the MERCHANT party. Please consult with your local sales or customer service rep for exceptions.

10. Appointment times are subject to be amended due to, but not limited to, road traffic congestion, container terminal congestion or any other unpredictable issue. No labor cost for stuffing and unloading are accepted, unless agreed and confirmed in writing before appointment date and time. Please note that some restriction imposed by local authorities may apply depending on the state and nature of the restriction, which may impact truck and containers traffic from circulating at certain times but not limited to.

11. Any import demurrage charges resulting from delayed transport orders or from delay at terminals will always have to be paid by the MERCHANT to the terminal. For detention, free time and surcharges, please refer to the following link

<http://www.oocl.com/mexico/eng/localinformation/ddfreetime/Pages/default.aspx>

12. Custom-Trade Partnership against Terrorism (C-TPAT) policies and International Ship and Port Security (ISPS) policies are strictly adhered to, including High Security Seal requirements (HSS) where ISO PAS 17712 seal quality must be affixed by the shipper in the container right door after cargo loading. In event of a container is not affixed with a High Security Seal (HSS) upon receipt at terminal, OOCL will inform the MERCHANT and organize new sealing with HSS, all extra charges, i.e. HSS cost, extra handlings, administrations fees will be charged to the MERCHANT.

13. Any temperature-controlled cargo transportation order will be operated with Reefer container and generator set (gensets) 14. Any transportation order cancellation which may result in waste trip cost and other additional cost will be charged: Truck Cancellation - Appointment (Day -1) - Before 12h00 50 % of inland transportation total amount. – After 12h00 75 % of inland transportation total amount. Appointment Day 100 % of inland transportation total amount.

15. All pre-and on carriages are subject to OOCL's general business terms and conditions (B/L terms and conditions) respectively subject to the country legislation and CMR conditions

16. Cargo values >= USD100,000 shall be advised to carrier in writing prior to cargo door collection, latest in line with placement of booking notice to allow verification of sufficient transport insurance coverage beforehand. In case of non-conformance carrier rejects any liability in that regard