

**AIT WORLDWIDE LOGISTICS, INC. / AIT WORLDWIDE LOGISTICS S. de R.L. de C.V.  
MEXICO TERMS AND CONDITIONS OF CONTRACT OF CARRIAGE**

**1. Introduction**

AIT Worldwide Logistics, Inc./AIT Worldwide Logistics, S. de R.L. de C.V. (“AIT”) is licensed as required by law and operates as a Freight Forwarder and Indirect Air Carrier, where applicable. In tendering shipment(s) for (a) ground transportation to, from or within Mexico, or (b) air transportation within Mexico, Customer agrees to be bound by these Mexico Terms and Conditions of Contract of Carriage (“Terms and Conditions”); and indicates its understanding that the AIT waybill, bill of lading or other shipping document utilized is non-negotiable. (Shipments moving via air or ocean transportation to or from Mexico and a foreign country shall be governed by the applicable international terms and conditions published at [www.aitworldwide.com/terms-and-conditions](http://www.aitworldwide.com/terms-and-conditions).) No agent or employee of the parties may alter these Terms and Conditions, unless in writing and signed by both parties. **NOTE:** “Customer” in these Terms and Conditions means the party from whom the shipment is received, any party who requested the shipment be transported by AIT, any consignee, any party having an interest in the shipment, and any party who acts as an agent for any of the above.

These Terms and Conditions constitute the contract of carriage between AIT and the Customer. These Terms and Conditions also apply whenever any claim is made against any employee, agent or independent contractor engaged by AIT to perform any transport or related service for Customer’s shipment[s] whether the claims are founded in contract or in tort and the aggregate liability of AIT and all such persons shall not exceed the limitations of liability in these Terms and Conditions. For purposes of this clause AIT acts as agent for all such persons who may ratify such agency at any subsequent time.

These Terms and Conditions shall supersede and prevail over any conflicting terms and conditions contained on any bill of lading, waybill, shipping document, shipping receipt, or other purported contract of transportation under which any shipper, carrier, person or entity undertakes to tender freight to AIT for transportation. The signature of an AIT employee or any of its agents on any such document shall be solely for the convenience of the party tendering such shipment and shall not constitute an acceptance by AIT or AIT’s agent of any terms which vary from these Terms and Conditions.

Customer warrants and represents to AIT that the information set forth on the face of the AIT waybill, bill of lading(s) or other shipping document (when prepared by Customer) or the information supplied to AIT regarding any shipment(s) is complete and accurate; and that each package and/or article in the shipment(s) is properly and completely described including correct weight and measurement, is adequately packaged to protect the enclosed goods from loss or damage with ordinary care in handling, is properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to all applicable governmental regulations including, without limitation, regulations governing the transportation of hazardous materials, regardless of mode of transport. Customer’s violation of any of these warranties will excuse AIT from any liability whatsoever for damage to any item(s) incurred as a result of such violation and shall also cause Customer to be liable to AIT for

all claims, fines, penalties, damages, costs or other sums, including reasonable attorneys' fees, incurred by AIT as a result of such violation.

## **2. Liability**

2.1 At time of delivery, the consignee must note on the delivery receipt any exceptions to the count or condition of the shipment or the shipping containers. Where otherwise liable under these Terms and Conditions, AIT shall not be liable for concealed damage not noted on the delivery receipt and/or not consistent with visible signs of damage to the outside shipping container(s), unless Customer is able to prove that such loss or damage occurred while the shipment was in AIT's or its agent's possession. All claims for concealed damage not noted at the time of delivery must be reported in writing to AIT within forty-eight (48) hours of delivery, and any failure to report concealed damage claims within said time-frame shall act as a bar to the recovery of a claim. A clear delivery receipt shall be prima facie evidence of ordinary care in handling and receipt of the shipment(s) in good condition. Notations such as "subject to inspection or count" will not be considered evidence of damage or shortage.

2.2(a) For ground and air shipments transported exclusively within Mexico, and for ground shipments transported between Mexico and a foreign country other than the United States, the liability of AIT for loss or damage to cargo shall be limited to the lesser of (i) \$0.10 USD per pound per piece lost or damaged; (ii) the applicable limitation of liability provided by Mexican or other compulsorily applicable law, if any; (iii) the cost to repair damaged goods which are capable of repair without diminution in commercial value; and (iv) \$1,000 USD per shipment.

2.2(b) For ground shipments moving between the United States and Mexico:

(1) The liability of AIT for loss or damage to any such shipment or portion thereof during periods of transportation within the United States shall be limited to the lesser of (i) \$0.10 USD per pound per piece lost or damaged or, if a higher value is declared at or prior to the time of shipment and excess value charges of \$0.65 USD per each \$100 USD of declared value paid, the value so declared; (ii) the replacement value of goods of like kind and quality; (iii) Customer's cost of the goods lost or damaged; or (iv) the cost to repair damaged goods which are capable of repair without diminution in commercial value.

(2) The liability of AIT for loss or damage to any such shipment or portion thereof during periods of transportation within Mexico shall be limited to the lesser of (i) \$0.10 USD per pound per piece lost or damaged; (ii) the applicable limitation of liability provided by Mexican law, if any; (iii) the cost to repair damaged goods which are capable of repair without diminution in commercial value; and (iv) \$1,000 USD per shipment.

(3) Customer acknowledges and agrees that any shipment values declared by Customer shall only apply to loss or damage occurring within the United States, and shall not apply to loss or damage occurring within Mexico, regardless of any issuance of a through bill of lading. In the event it cannot be ascertained through a preponderance of the evidence where loss or damage was incurred, such loss or damage shall be presumed to have occurred during periods of transportation in Mexico. Pursuant to 49 U.S.C. § 1410(b)(1), AIT and Customer expressly waive all rights and remedies each may have under Part

B, Subtitle IV, Title 49, U.S. Code which conflict with any provision of this Agreement. Customer agrees that AIT shall not be liable for cargo loss, damage, or delay beyond the limits stated in this Section 2.2.

2.3 In the event AIT approves a damage claim for payment, AIT shall be entitled to possession of the portion of the shipment for salvage for which claim was made and payment approved. When the salvage is food products, AIT shall, however, have the option to determine whether it will take possession of the salvage or direct other disposition of the same. The failure to comply with this Section shall be a bar to recovery of any claim.

2.4 Notwithstanding anything to the contrary contained herein, in no event shall AIT's liability for aggregate losses or damage to cargo at any one time, at any one place, exceed \$100,000 USD, unless mutually agreed upon in writing by both parties prior to tender of the shipment(s).

2.5 It is agreed upon and understood that any valuation of goods for the purposes of disclosure under the customs laws of any country stated on the face of any shipping document(s) or in any electronic communication does not constitute a declared value of the shipment, as contemplated by Section 2.2 above.

2.6 Customer understands and agrees that the rates charged by AIT for services do not include insurance or other compensation for loss/damage other than as expressly provided herein. AIT may assist Customer, upon Customer's request, with the placement of cargo insurance. Unless requested by Customer in writing in advance of shipment, and such request is confirmed in writing by AIT, AIT is under no obligation to procure insurance on Customer's behalf. Any such cargo insurance procured by AIT on Customer's behalf shall be subject to the applicable policy terms thereof, and AIT shall not be liable if, for any reason, the Customer is unable to recover a loss in whole or in part from the insurer under said Policy, even if the premium charged by the insurer is different from AIT's charges to the Customer for the coverage. Should the cargo insurance coverage made available to Customer by AIT be insufficient to protect Customer's interests, Customer is encouraged to consult an insurance broker of its own choosing so as to purchase insurance elsewhere.

### **3. Liabilities Not Assumed**

3.1 AIT SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME, INTEREST, UTILITY OR MARKET, WHETHER OR NOT AIT HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

3.2 Due to the inherent nature of the transportation business, AIT does not guarantee pick up, transportation or delivery by a special date or a special time, and shall not be liable for any claimed delay in pick-up, transportation, delivery, or consequences resulting therefrom.

3.3 AIT shall not be liable for loss, damage, delay or monetary losses of any type caused by: Acts of God, including, but not limited to, weather events; acts of public authorities acting with actual or

apparent authority; strikes or labor disputes; mechanical failures; aircraft failures; civil commotions or riots; acts or omissions of customs or quarantine officials; the nature of the freight or any defects thereof; acts of public enemies; hazards incident to a state of war; acts of terrorism; or the acts, defaults, or omissions of Customer including, but not limited to, improper packing, incorrect marking, incomplete or inaccurate shipping instructions, or the failure to observe these Terms and Conditions or the rules relating to freight not acceptable for transportation, or freight acceptable only under certain conditions as set forth in Section 3.5 below.

3.4 AIT shall not be liable for loss or damage to exterior packaging or outside shipping containers, which does not result in damage to the enclosed goods.

3.5 AIT will not accept for transportation any shipment or commodity prohibited by law. In addition, the following items are not acceptable for carriage and will not be accepted by AIT: original works of art; antiques; bonds; coins of any kind, currency and currency equivalents; furs and fur clothing; gems and stones (cut or uncut); industrial diamonds; gold or silver jewelry (other than costume jewelry); pearls; precious metals; negotiable securities; time sensitive written materials (such as contract bids and proposals); software licenses; electronic data (i.e., data stored on computers, discs, credit cards, etc.); household goods and personal effects; one-of-a-kind articles, models or prototypes; valuable rugs (i.e., oriental rugs or Persian rugs); original prints and lithographs; bagged goods; cement; fertilizer; fishmeal; bulk commodities; fresh fruits; fresh vegetables; live animals; live plants; human remains of any kind; nuclear fuels; confectionery chocolates; ceramics; pottery; porcelain; marble; granite; china; glassware; fluorescent tubes; neon lighting; neon signs; x-ray tubes; glass mirrors; windows; glass or other inherently fragile items and such other articles as may be specifically advised by AIT to the Customer in advance of the tender of any shipment(s) for carriage. Except as otherwise provided in these Terms and Conditions, no employee or agent of AIT has any authority to accept such articles for transportation, or to waive the limitations contained herein. Should AIT inadvertently accept for transportation any article(s) enumerated in this Section 3.5, AIT's liability for loss or damage thereto shall be limited pursuant to the terms of Section 2.2 above, for shipments on which no excess value has been declared.

3.6 AIT agrees to move a shipment of used product under the following conditions: AIT shall not be liable for any concealed loss and/or damage not noted on the delivery receipt at the time of delivery. AIT shall not be liable for any electrical and/or mechanical derangement, rust, oxidation, discoloration, or cosmetic damage of any kind to the used product shipped. Shipment must be properly packaged and/or crated in order to withstand ordinary care in handling during transit.

#### **4. Claims Process**

4.1 Claims for loss or damage must be filed in writing with AIT within fourteen (14) days after the delivery of the shipment, except that claims involving loss/damage to ground shipments incurred within the United States must be filed within nine (9) months of delivery, or the anticipated delivery date in the event no delivery takes place. In the case of all claims for loss or damage to shipment(s), AIT must be

allowed the opportunity to make inspection of the shipment(s), container(s), and packaging material(s) at the place of delivery. Failure to afford AIT the opportunity to inspect claimed product and all related packaging shall be a bar to recovery of any claim.

4.2 Overcharge claims must be filed in writing with AIT within 180 days of Customer's receipt of the original invoice from AIT; and, provided that such a claim has been timely filed, any action or proceeding by Customer against AIT to recover such charges shall be commenced not more than eighteen (18) months after Customer's receipt of the AIT invoice.

4.3 Any claim for damage to Customer's premises incurred during performance of services by AIT will be deemed untimely unless noted on the bill of lading or delivery receipt or reported to AIT in writing within twenty-four (24) hours of service at that location. Failure of Customer to notify AIT of any such damage in a timely manner will be grounds for declination of any such claim; and Customer will be barred from pursuing any such claim in a court of law or otherwise. In order for AIT to consider any such claim, AIT must be afforded the opportunity to make inspection of any property damage.

4.4 No claims will be considered until all applicable transportation charges have been paid. Claims may not be deducted from transportation charges and no claims may be deducted from any other charges owed to AIT. AIT reserves the right to deduct claim payments from open delinquent Customer balances.

4.5 Formal claims, notices, and all related correspondence shall be filed with AIT at P.O. Box 66730, Chicago, IL 60666-0730 USA or emailed to [Claimsadmin@aitworldwide.com](mailto:Claimsadmin@aitworldwide.com).

## **5. Legal**

5.1 Customer shall be liable for all charges incurred in connection with the transportation and/or handling of any shipment tendered to AIT; and shall indemnify AIT for claims, fines, duties, taxes, penalties, losses, liabilities (including but not limited to those for storage, demurrage, port or terminal charges), handling, reconsignment, return of freight to the shipper, and other services) or other sums which may be incurred by AIT by reason of any violation of these Terms and Conditions or any other default of Customer. AIT shall have a continuing general lien upon all goods and documents in its possession, custody, or control or en route for all amounts owed to AIT, including all charges, expenses, duties, fines, penalties, or advances in connection with any shipment or other transaction involving Customer. This lien supplements AIT's other rights under any other agreements and/or applicable law and can be extinguished only by full and indefeasible payment of all secured amounts. If Customer defaults in the payment of any such amounts, then AIT may sell such property by public auction or private sale. Any notice required to be given by AIT of a sale or other intended action with respect to any goods or documents, made by sending same to Customer at least ten (10) days or such other minimum period as prescribed by law prior to any proposed action, shall constitute fair, reasonable and adequate notice to Customer. Customer is liable for any deficiency from any sale.

5.2 All invoices not paid within 30 days of invoice date will be subject to a charge of 1-1/2% per month. AIT shall perform a credit worthiness assessment and assign a credit limit determined by the Customer's financial worthiness. AIT may at any time reassess the credit limit of Customer.

5.3 Customer shall hold AIT and its agents harmless for loss, damage, delay or any monetary losses which are a result of auxiliary services (services which are performed prior or subsequent to transportation, including, but not limited to, local cartage, crating, uncrating, packing, warehousing, and unpacking) performed or arranged directly by Customer, and not by AIT. In the event auxiliary services are performed by AIT or its agents, under no circumstances will the liability of AIT for any monetary loss resulting from the performance of such services be greater than the liability contained in these Terms and Conditions.

5.4 Customer agrees that any assistance it, its agents, employees, contractors, or other affiliated parties may provide during the pick-up, transportation or delivery process will be at said parties' own risk. Customer hereby assumes the responsibility of notifying any related parties of the risks of assisting in any service being provided by AIT. Customer shall indemnify and hold harmless AIT from any liability or claims resulting from the respective participation or assistance of Customer, its agents, employees, contractors, or other affiliated parties in any service being provided by AIT.

5.5 Should AIT prevail in any legal action for the enforcement of these Terms and Conditions or collection of any sums due and payable under these Terms and Conditions, AIT shall be entitled to reasonable attorney's fees and costs.

5.6 By accepting the services provided under these Terms and Conditions, Customer irrevocably attorns: a) in respect of intra-Mexico shipments and shipments between Mexico and a foreign country other than the United States of America, to the exclusive jurisdiction of the courts of the State of Sonora and the Federal Courts of Mexico, or b) in respect of shipments with any routing into, through or from the United States of America, to the exclusive jurisdiction of the courts of the State of Illinois and the Federal Courts of the United States of America, waiving jurisdiction of all other courts. The obligations in this paragraph shall survive termination of these Terms and Conditions.

5.10 Section headings have been included in these Terms and Conditions for convenience of reference only and are not to be considered part of, or to be used in interpreting, these Terms and Conditions.

## **6. Service**

6.1 Rates and charges for Customer's shipments will be based on actual or dimensional weight, whichever is greater. Customer is responsible for providing accurate weight and measurements for its shipments. Shipments are subject to re-weigh and re-measurement by AIT.

6.2 AIT shall have the right to: (A) substitute alternate carriers or other means of transportation and (B) select the routing or deviate from that shown on the bill of lading(s) or other transport document(s), provided, however, that no substitution, rerouting or deviation deemed by AIT to be reasonable shall serve to invalidate any otherwise applicable limitation of liability. AIT shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of a shipment. AIT is authorized to select and engage carriers, truckers, forwarders, customhouse brokers, agents, warehousemen and others as required to transport, store, deal with and deliver the shipment(s). If events or circumstances occur, including a Customer's failure to take delivery, that affect performance of the Customer's mandate, AIT shall take reasonable steps to obtain the Customer's further instructions. If for whatever reason it does not receive timely instructions, AIT may: (i) store the goods at the sole risk and expense of the Customer; (ii) sell the goods immediately and without further notice, and hold any net proceeds for the account of the Customer; or (iii) authorize any third party to abandon carriage and make the goods or any part of them available to the Customer at a place that is reasonable in the circumstances.

## **7. Security, Compliance, Inspection**

7.1 Shipments are subject to security controls by carriers and, where appropriate, by government agencies.

7.2 Copies of shipping documents will be retained by AIT for a period of two (2) years, or as otherwise required by applicable law.

7.3 Shipments are subject to inspection by AIT at AIT's option to confirm weight, density, description and/or security clearance.

7.4 It is Customer's responsibility to know and comply with applicable licensing, classification, valuation, marking and other customs requirements, laws, regulations, and rulings in force of any country having jurisdiction over a shipment. AIT shall not be responsible for action taken, liquidated damages, or fines or penalties assessed by any governmental agency against the shipment because of the failure of shipper to comply with the laws, requirements or regulations of any country or governmental agency or with a notification issued to shipper by any such agency.