

TERMS AND CONDITIONS

Welcome to our Terms and Conditions of Use. The Terms and Conditions of Use are important and affect your legal rights, so we recommend that you read them carefully.

- I. These terms and conditions bind SPL Global Cargo S.A. de C.V. and the Client in a Logistics and Freight Service Contract.
- II. Initial payment method: 50% advance payment and 50% upon delivery. After the first transactions, credit may be applied.
- III. Agency service hours at the port are Monday to Friday from 9:00 AM to 5:00 PM; refrigerated warehouse hours are Monday to Friday from 8:30 AM to 6:00 PM and Saturday from 8:30 AM to 1:00 PM (with an additional service charge).
- IV. The costs previously declared for Import and Export Customs Clearance do not include reception, imported documents, and customer service.
- V. For each event in which goods/containers are received, a different reference will be assigned. Therefore, the application of each concept included in this rate will be made per reference, and the corresponding costs must be considered individually for each reference regardless of consolidation into a single customs declaration.
- VI. In case the merchandise is not packaged, handling costs may increase by at least 40%.
- VII. All expenses declared in the local currency DO NOT include VAT. They DO NOT include: any expenses on behalf of the client to third parties. They DO NOT include General Import Tax, Customs Processing Fee, storage delays, additional charges from the shipping company, port or terminal fees, VAT, or any other contributions, fines, or surcharges payable to the tax authority (SAT) on behalf of the Importer/Exporter through customs declaration or any other official document according to the merchandise regime.
- VIII. Merchandise will NOT be insured while stored in warehouses and/or ports, during arrival, departure, storage, or transport maneuvers. SPL Global Cargo S.A. de C.V. assumes no responsibility in these cases. Insurance coverage must be requested in writing prior to arrival at our warehouse or transport coordination and confirmed in writing by SPL Global Cargo S.A. de C.V.
- IX. SPL Global Cargo S.A. de C.V. is not responsible for acts or events resulting from negligence or faults of the sender or recipient; natural shrinkage and/or inherent defects of the goods; strikes, lockouts, or labor conflicts affecting work; natural disasters, force majeure, theft, or any other cause that SPL Global Cargo S.A. de C.V. could not avoid or whose consequences could not be prevented despite reasonable diligence.
- X. Under no circumstances shall SPL Global Cargo S.A. de C.V. be liable for lost profits, consequential, indirect, exemplary, or punitive damages. In particular, there will be no liability for interruption of production, business, or sales resulting from delays, losses, theft, or damage to the merchandise.
- XI. The quotation is subject to the availability of space and equipment.
- XII. Freight surcharges applied will be VATOS (Valid at Actual Time of Shipment).
- XIII. Any changes to the cargo information invalidate this quotation.
- XIV. Any additional expenses generated during the shipment will be invoiced separately.
- XV. Shipments may be delayed and/or stored without any responsibility from the appointed customs agent and/or SPL Global Cargo S.A. de C.V. If merchandise is not properly imported or exported, it may incur storage charges and/or be abandoned. According to legal terms established in Customs Law and other applicable regulations, the shipment will have a limited period after which it may be subject to public sale. In case of debts, these will guarantee the payment of all expenses or storage fees incurred or related to previous shipments.
- XVI. The fee schedule does NOT include: delays and storage, guarantees, port handling, BL release payments. All shipping instructions must be sent via email and include all required data prior to shipment operations. Other expenses will be invoiced with the corresponding receipt. This fee applies only to general cargo and does not apply to sensitive or hard-to-identify merchandise.
- XVII. Clients using our services acknowledge and accept that SPL Global Cargo S.A. de C.V. is subject to the conditions, terms, and services offered by our providers, such as shipping lines, air, sea or land transport companies, customs intermediaries, terminals, and ports.
- XVIII. If the client generates and signs their own COVES and digitalization, no extra charge will apply for reviewing the corresponding E-Documents. All COVES generated by the customs agent or SPL Global Cargo S.A. de C.V. will be signed with the client's fully authorized

digital seal for the same purpose as this contract.

- XIX. For the purpose of counting Extra Service, the client must request the service at least 24 hours before the time specified in the rate. If requested less than 24 hours before the deadline, the client must request the Extra Service in writing; otherwise, SPL Global Cargo S.A. de C.V. does not guarantee shipment dispatch on the requested day. All cases depend on customs authority responses.
- XX. To correctly dispatch a shipment at the port, we require, prior to merchandise arrival, a Bill of Lading (BL) revalidated one week in advance, with merchandise information, invoice, packing list, supplier Tax ID, certificate of origin, freight payment receipt, technical sheet, photos, and answers to any questions arising from the previous data review. Otherwise, SPL Global Cargo S.A. de C.V. does not guarantee shipment dispatch within normal timeframes.
- XXI. This fee does NOT apply to the importation of machinery or assembled/disassembled production lines, which are quoted separately.
- XXII. Undeclared services will be charged separately.
- XXIII. This fee is valid but subject to change without prior notice.
- XXIV. Handling, appointments, and dispatches at the port depend on the availability of port, shipping company, and customs section.
- XXV. All information, estimates, or quotes obtained from our TRYMEX app are for informational purposes and may vary depending on the provider's price updates. SPL Global Cargo S.A. de C.V. is not responsible for cost changes without prior notice.
- XXVI. For services via our TRYMEX app, service charges are non-refundable as the service is automatically delivered and payment is processed automatically, with no cancellation available via PDF.
- XXVII. The user agrees that SPL Global Cargo S.A. de C.V. may collect, and process personal data obtained when creating an account on our website or TRYMEX app, as well as bank details necessary for payment of our services.