

TERMS OF QUOTATION

- I. All Business with Röhlig Mexico, S.A. de C.V. undertaken and performed is subject to the Conditions for use by Freight Forwarders TT Club Conditions Series 400, a copy of these is available on our website or upon request. By accepting this quotation, you confirm that you have the full text of these Conditions in your possession, that you understand them and that you agree with them being fully applicable to the service quoted for.
- II. All rates, costs and fees quoted are estimates only and may be adjusted if changes occur. All rates and costs are based on tariffs and surcharges currently in force (e.g., CAF, BAF, local port charges). All surcharges prevailing at the time of shipment, such as CAF, BAF and airline fuel and any other applicable local port and security charges, as provided by the carrier(s), may be subject to change and will be invoiced. Surcharges which were not known at the time of the quotation will be calculated in accordance with the official tariffs of the respective transport service provider and/or terminal and applied.
- III. All origin / destination charges are additional where not specifically mentioned. All quotations are subject to carrier space & equipment availability. All weight and dimensions are subject to carrier approval. All quotations are based on containers and / or packages being within legal weight limits.
- IV. Customs exams fee, duty, taxes and any other government charges are not included in our quote unless specifically mentioned.
- V. All delivery / pick up rates are based on services rendered between regular business hours, that is to say from Monday to Friday, from 8 AM until 5 PM, and are based on business pick up / deliveries only / and premises having an available loading / unloading dock. Any request for additional services is not included in our quotation unless stated. Delivery / pick up rates are based on live load/unload unless otherwise noted. Waiting time will be charged for each additional hour thereafter at either the estimated hourly rate or, if no estimate has been given, at the rate that is usual when the waiting time is incurred.
- VI. Storage charges at sea port / airport or warehouse incurred by shipments that are not collected by their owners: in the event of the goods being abandoned or uncollected, all the freightage, terminal expenses, warehousing charges at the seaport / airport or warehouse and customs charges, as well as the eventual costs of returning the goods shall be paid by whom who has contracted the carriage service. In case of abandonment of cargo, the customer as well as both shipper and consignee on any transport document issued for this cargo shall remain fully liable for all costs that arise from the removal and / or disposal of the abandoned goods and all related costs and fees.
- VII. Detention and demurrage charges will be applicable for shipments wherein customers have exceeded the standard free time applicable both in the import & export cycles.
- VIII. Forwarding quotations cover general cargo only, Quotations for dangerous goods, over length cargo, upper deck cargo, perishable, valuable cargo and / or cargo not suitable for stowage in standard 20' and 40' containers (ocean freight) are only available on request.
- IX. This quotation does not include transport insurance. We strongly suggest you request to have your goods transport insured. Insurance rates are available on request.
- X. For the purposes of this Clause:

Sanctioned Activity means any activity, service, carriage, trade or voyage subject to Sanctions imposed by a Sanctioning Authority.

Sanctioned Good means any good subject to Sanctions imposed by a Sanctioning Authority.

Sanctioning Authority means the United Nations Security Council, Council of the European Union, Mexico. It also means the United Kingdom, United States of America or any other applicable competent authority or government - insofar as their Sanctions do not conflict with legal provisions of the European Union or the Mexican Republic.

Sanctioned Party means any persons, entities or bodies designated by a Sanctioning Authority.

Sanctions means any economic, financial and trade embargoes, freezing provisions, prohibitions and sanctions laws, regulations and/or restrictive measures administered, enacted or enforced by any Sanctioning Authority.

 1. The Customer warrants to Röhlig Mexico, S.A. de C.V. , its agents and successors, that at the date of the contract conclusion and throughout the contract duration
 - the Customer, any receivers, consignees and/or other cargo interests are not a Sanctioned Party or (directly or indirectly) controlled by a Sanctioned Party and
 - the performance of the contract, especially the transportation of the cargo, is not a Sanctioned Activity and
 - the cargo itself, for which this quotation is given, is not a Sanctioned Good.
 2. If at any time the Customer is in breach of this clause, Röhlig Mexico, S.A. de C.V., its agents and successors, may:
 - a) at its sole discretion suspend performance under the contract or terminate the contract and/or claim damages resulting from the breach; and/or
 - b) require any cargo already loaded to be discharged (and at its sole discretion) stored at any safe place of its choice (including the place of loading or the intended place of discharge) at the Customer's cost, expense and risk and/or claim damages resulting from the breach.

Röhlig Mexico, S.A. de C.V., its agents and successors, shall not be responsible for any loss or damage to the cargo if it exercises its rights under sub-clause 2. b) above from the time of discharge of the cargo until such time as the Customer has remedied its breach of clause 2. If Röhlig Mexico, S.A. de C.V., its agents or successors, terminates the contract in accordance with sub-clause 2. a) above, any responsibility of the Röhlig Mexico, S.A. de C.V., its agents or successors, shall cease upon such termination without any liability. In any case, Röhlig Mexico, S.A. de C.V., its agents or successors, shall be entitled to claim the agreed remuneration.

3. If in compliance with sub-clause 2. a) or b) above anything is done or not done, such shall not be deemed a deviation, but shall be considered due fulfilment of the contract.
 4. The Customer will defend, indemnify, and hold harmless, its agents and successors from and against any and all claims brought against it or other damages, losses, expenses or costs resulting from such breach. Rohlig Mexico, S.A. de C.V., its agents or successors, assumes no obligation to undertake or assist Customer in any remediation of such breach.
- XI. In regards to Sea Freight shipments loaded at, or discharged from, vessels at all United States ports. Carrier intends to enter into Negotiated Rate Arrangements (NRA) with its customers where applicable. This proposal is an offer to you to enter into a confidential Negotiated Rate Arrangement (NRA). You may accept this offer by (1) sending us an email specifying the Rate Proposal Number and stating that you accept the rates; (2) signing and sending the signed Rate Proposal back to us; or (3) by booking or tendering cargo in accordance with this offer. **Notice:** "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT." Your acceptance will cover all shipments during the term of this Agreement, subject to any later amendment to which both parties agree.
 - XII. Where no credit arrangements have been agreed, payment for all charges is required COD (Cash on Delivery) or by Advanced Payment. The only forms of payment accepted are cashier's check or money order.
 - XIII. The principal must inform the freight forwarder and abide at the time of giving the instructions, to all regulations concerning marine safety regulations (e.g. SOLAS) and needs to provide instructions if trademark and industrial property rights of third parties e.g. license restrictions arising from the Ownership of the product as well as statutory provisions and official restrictions which may cause problems in the order procedure.
 - XIV. All freight and ancillary charges as per agreement are due and payable to Rohlig Mexico, S.A. de C.V. regardless of the existence of, or planned lodgment of, a claim or any other reason by either the customer, consignor or consignee, as per the Conditions for use by Freight Forwarders TT Club Conditions Series 400. All freight and charges are even due and payable in case the goods were to arrive at destination with damages, delay and/or shortages.
 - XV. Rohlig Mexico, S.A. de C.V. shall never be liable for any delay of whatsoever kind or length, unless a specific date of delivery has been agreed in the quotation. Such date shall only be provided upon specific request of the customer. Failing such prior request, all dates of delivery provided by Rohlig Mexico, S.A. de C.V. should always be considered a non-binding indication of expected delivery, subject change without further notice.
 - XVI. If either Party delays or fails to perform its obligations hereunder, that Party will be excused to the extent that such delay or failure (a) is caused by an event, occurrence or condition beyond its reasonable control and (b) has not been caused and/or contributed by the fault or negligence of the affected Party. This will include: Acts of God; floods, windstorms, natural disasters; epidemics and pandemics (declared and undeclared); fires or explosions not foreseeable or preventable by Rohlig Mexico, S.A. de C.V. wars (declared or undeclared), riots, civil unrest, sabotage or acts of terrorists not foreseeable or preventable by Rohlig Mexico, S.A. de C.V.; strikes, lockouts, labor unrest; actions by any governmental authority (whether later found to be invalid); court injunction or order; or embargoes. The Party affected by a Force Majeure event must without undue delay provide written notice to the other, explaining in detail the full particulars and expected duration of the Force Majeure event, and shall use its best efforts to remedy the delay if it can be remedied.
 - XVII. The Customer has been informed that, depending on the respective national legislation, the ship manifest data such as, including but not limited to, names of the shipper, consignee, type of the goods, weight, origin, destination, carrier, time of arrival and destination/transit times may be made public in connection with the customs clearance process by or on behalf of customs or other authorities. The Customer has also been informed about its right to request confidentiality of the data from the customs authorities. The Customer acknowledges that Rohlig Mexico, S.A. de C.V. will expressly not be liable for damages in consequence of the disclosure of such sensitive information when made by or on behalf of the local public authorities such as customs authorities.
 - XVIII. Any claims or disputes arising out of or in connection herewith the contractual relationship between the parties shall be governed by Mexican law and shall be finally settled in accordance with the rules of arbitration of the International Chamber of Commerce in Mexico to the exclusion of due process of law.
 - XIX. Our rates are calculated based on the greater of the total weight or actual weight of the total volume. The calculations of estimated gross weight are based on the highest of the following indicators:

Type of Transport	Volume calculation
Airfreight	1 m ³ = 167 kg
Sea freight	1 m ³ = 1,000 kg (minimum 1 m ³ or 1 ton)
Truck	1 m ³ = 333 kg
 - XX. For information regarding our data-privacy, please visit and refer to <https://www.rohlig.com/data-privacy>