

TERMS AND CONDITIONS

**BCC SERVICIOS LOGISTICOS Y ASES. INTERNACIONAL SPA (BCC SPA)
BCC SERVICIOS LOGISTICOS Y ASESORIAS LTDA (BCC LTDA)**

1. Scope of Application

These Conditions define the contractual relationship between BCC SPA / BCC LTDA. and the Client, establishing responsibilities, their limitations, exceptions, charges, and prescription period (limitation period).

These Conditions apply to all operations carried out by BCC SPA / BCC LTDA.

All quotations or proposals submitted by the Company shall refer to these Conditions, and acceptance of such quotations or proposals shall necessarily imply acceptance of these Conditions.

If, during the performance of contracted services, BCC SPA / BCC LTDA issues any additional instruction or modification to these Conditions, such instrument shall be binding. In such case, these Conditions shall govern everything not included in the additional agreement.

2. Definitions

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

2.1 "Company" means BCC SPA / BCC LTDA and its branches, agencies, and affiliated companies in the provision of international freight forwarding, logistics, and related services.

2.2 "Client" means any natural or legal person who enters into a contract with the Company, accepts the service provided by it, and holds rights and obligations under the contract, including but not limited to the owner, sender, shipper, or consignee of the goods or their agents.

2.3 "Instructions" means the statements of the Client's specific requirements and includes the instructions specified on the front of the Shipper's Instructions and/or the front of the Company's transport document (including the internal bill of lading or the corresponding AWB).

2.4 "Owner" means the owner of the goods (including containers or equipment not provided by the Company or carriers) involved in any operation under these Conditions, and any other party of interest, including the consignee named in the transport document.

TERMS AND CONDITIONS

BCC SERVICIOS LOGISTICOS Y ASES. INTERNACIONAL SPA (BCC SPA) BCC SERVICIOS LOGISTICOS Y ASESORIAS LTDA (BCC LTDA)

2.5 “Goods” includes merchandise, products, and commodities of all kinds, and any container, trailer, tank, or pallet (including similar items used to store or consolidate goods) not supplied by the Company.

2.6 “Dangerous Goods” are those classified as such under international conventions or national laws, and those that may become hazardous, flammable, radioactive, harmful, or injurious.

3. Application of These Conditions

3.1 All business undertaken by BCC SPA / BCC LTDA and all transactions of BCC SPA / BCC LTDA are subject to these Conditions, which form an integral part of any agreement between the Company and the Client. These General Conditions may only be amended by written agreement from the Company prior to the commencement of the contract. In the event of a conflict between these Conditions and the clauses of a contract between the Company and the Client or transport documents issued by the Company (including air, sea, or multimodal bills of lading naming the Company as carrier), the clauses of the contract or transport document shall prevail.

3.2 Any advice, information, or service provided free of charge by the Company is given with the condition that the Company accepts no liability.

3.3 No omission or delay by the Company in exercising its rights shall be construed as a waiver, nor shall any partial exercise prevent subsequent or other exercise. The Company’s rights and remedies under these Conditions are cumulative and not exclusive of any legal rights.

3.4 Each provision of these Conditions is severable. If any provision is invalid, illegal, or unenforceable, the remaining provisions shall remain unaffected.

4. Contractual Relationship Between Client and Company

4.1 The Client warrants to be the Owner or an authorized agent and accepts these Conditions. If acting as an agent, the Client shall also be jointly and severally liable with the Owner.

TERMS AND CONDITIONS

**BCC SERVICIOS LOGISTICOS Y ASES. INTERNACIONAL SPA (BCC SPA)
BCC SERVICIOS LOGISTICOS Y ASESORIAS LTDA (BCC LTDA)**

5. Client Obligations

- 5.1 The Client declares full understanding of the contract and documents issued by the Company.
- 5.2 Guarantees that the Instructions provided are lawful and enforceable.
- 5.3 Declares that all representations regarding the goods are sufficient and accurate.
- 5.4 Guarantees that the goods' packaging and labeling are adequate and in compliance with the Company's instructions.
- 5.5 Unless otherwise agreed, the goods are not dangerous. If they are, the Client shall be liable for all expenses, damages, and claims. The Company may destroy or dispose of them without notice.
- 5.6 The Client may not request to halt transport or change destination without returning issued documents and compensating the Company for any losses.

6. Company's Rights and Obligations

I) General Provisions

- 6.1 The Company may, without prior notice:
 - (1) Choose the carrier, mode, and route;
 - (2) Decide whether to use containers or not and whether to carry on deck;
 - (3) Contract storage, handling, etc.
- 6.2 May deviate from Instructions if deemed necessary in the Client's interest.
- 6.3 Is authorized to act without disclosing every detail.
- 6.4 May suspend its obligations if reasonable impediments exist and deliver the cargo elsewhere without liability.
- 6.5 If the Client fails to deliver cargo at the agreed place and time, the Company may store it at the Client's expense and risk.
- 6.6 May sell or dispose of the goods in certain cases, such as deterioration or impossibility of delivery as agreed.

TERMS AND CONDITIONS

**BCC SERVICIOS LOGISTICOS Y ASES. INTERNACIONAL SPA (BCC SPA)
BCC SERVICIOS LOGISTICOS Y ASESORIAS LTDA (BCC LTDA)**

II) When Acting as Agent

- 6.7 May contract third parties on behalf of the Client.
- 6.8 Not liable for losses, except for its own negligence.
- 6.9 Not liable for acts of third parties (carriers, warehousemen, etc.) except for negligent selection.

III) When Acting as Principal

- 6.10 Is liable as a multimodal transport operator only while in control of the cargo.
- 6.11 Liable for acts of third parties it employs, as if they were its own.
- 6.12 The above does not limit any statutory or contractual benefits.

7. Container Transport

- 7.1 If the containers are not filled or sealed by the Company, it shall not be liable for related losses.
- 7.2 The Client shall indemnify the Company for any related loss.
- 7.3 If the Client requests containers, the Company is not obligated to provide a special one unless expressly instructed.

8. Warranties

- 8.1 The Client shall indemnify the Company for any claim arising from incorrect Instructions, false information, or negligence.
- 8.2 The Company is not liable for third parties relying on its advice.
- 8.3 The Company's employees or subcontractors are also protected under these limitations.
- 8.4 The Client shall indemnify the Company for claims exceeding its liability.

TERMS AND CONDITIONS

**BCC SERVICIOS LOGISTICOS Y ASES. INTERNACIONAL SPA (BCC SPA)
BCC SERVICIOS LOGISTICOS Y ASESORIAS LTDA (BCC LTDA)**

8.5 Also for gross negligence attributable to the Client or Owner.

8.6 The Company may destroy dangerous goods without notice if they pose risks.

8.7 The Client shall be liable for contamination, delay, loss, or damage to property, including vessels.

9. Charges

9.1 Charges may be based on gross or volumetric weight.

9.2 The Client shall pay all due sums without deduction or set-off.

9.3 If charges are to be collected from the consignee, the Client remains liable if the consignee fails to pay.

9.4 A daily interest of 0.5% shall apply to overdue payments.

9.5 Quotations are subject to immediate acceptance and may be adjusted if market conditions change.

9.6 The Company has a lien over goods/documents and may dispose of them if amounts due are not paid.

10. Company Exceptions

The Company shall not be liable for loss, damage, or delay due to:

10.1 Acts or omissions of the Client;

10.2 Compliance with Client's Instructions;

10.3 Inadequate packaging or labeling;

10.4 Handling by the Client;

10.5 Inherent vice of the goods;

10.6 Force majeure events such as floods, war, radiation, etc.;

10.7 Any other unavoidable event despite due diligence.

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**BCC SERVICIOS LOGISTICOS Y ASES. INTERNACIONAL SPA (BCC SPA)
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11. Limitation of Liability

11.1 Unless otherwise provided by law, the Company's liability shall not exceed:

- (i) 2 SDR per kg of gross weight; or
- (ii) 666.67 SDR per package or unit.

(Note: The SDR is defined by the IMF and its value is calculated on the date of the agreement or judgment.)

11.2 In case of delay, liability shall not exceed the freight charged.

11.3 The Client may declare a higher value, but the Company's liability shall never exceed the declared or agreed value.

12. Notification

12.1 If damage or loss is not reported in writing at the time of delivery, it is presumed the cargo was delivered in good condition. If not apparent, it must be reported within 7 days of delivery.

12.2 Other claims must be submitted within 14 days of discovering the damage. Claims filed outside this period will be deemed waived, unless impossibility is proven.

13. Insurance

13.1 Insurance shall only be contracted upon express written instruction from the Client. The Company does not guarantee coverage nor is it liable for disputes with insurers. If insurance is arranged, the Company acts solely as the Client's agent.

14. Limitation Period

14.1 Unless a written agreement or valid legal claim is made, all Company liability expires 6 months after the date of delivery or the date on which delivery should have occurred.

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15. Jurisdiction and Applicable Law

15.1 These Conditions and any dispute arising shall be subject to the laws of the Republic of Chile and the exclusive jurisdiction of Chilean courts