

TRANSPLACE MEXICO, LLC
TRANSPLACE DE MEXICO, S. DE R.L. DE C.V.

Terms and Conditions for Mexico Motor Carrier Brokerage Services

Revision 2/2/2009

This Contract shall apply to motor carrier brokerage services within the country of Mexico, between Mexico and the United States of America and within the United States of America. This Contract shall provide for logistics brokerage services through contracted Mexican carriers for transport within the territory of the Mexican Republic, arranged by TRANSPLACE DE MEXICO, S. DE R.L. DE C.V. (hereinafter referred to as "TRANSPLACE DE MEXICO"), a company duly incorporated in accordance with the laws of Mexico, by USA carriers for transport within the United States of America, arranged by TRANSPLACE MEXICO, LLC. ("TRANSPLACE MEXICO US"), a company duly incorporated in accordance with the laws of the United States of America with United States Department of Transportation brokerage authorization number MC-642257-B, (collectively "TRANSPLACE MEXICO") and the CUSTOMER, whose name and address appear below. This Contract shall not apply to services provided by Transplace Mexico as a warehouseman, which activities shall be governed by separate Terms and Conditions for Warehousing and Distribution Services, or for services as a Mexico Customs broker. Both parties state their agreement to enter into the present contract and agree as follows: TERMS AND CONDITIONS CLAUSE 1. Upon the receipt and/or execution of the RATE SCHEDULE, issued by TRANSPLACE MEXICO in favor of the CUSTOMER, both parties accept the terms and conditions as stated herein on the front and backside of this Contract and RATE SCHEDULE. By CUSTOMER's simple acceptance of the services offered by TRANSPLACE MEXICO, CUSTOMER recognizes and accepts its implied consent to comply with the terms and conditions herein, whether or not CUSTOMER signed this document. CLAUSE 2. The service price must be paid prior to departure, unless credit is authorized by TRANSPLACE MEXICO to the CUSTOMER. The price, the payment and the shipping terms are clearly detailed in the RATE SCHEDULE. CLAUSE 3. All shipments must be properly packed according with the characteristics or nature of the cargo, which packing shall be CUSTOMER's exclusive responsibility for the cargo sent through TRANSPLACE. No liabilities shall arise in any scenario for TRANSPLACE MEXICO or the CARRIER if the cargo is damaged or lost as a consequence of the packing. Likewise, shipments must include all necessary permits for the transportation of the cargo. CUSTOMER will ensure that the Shipper delivers on time such permits to TRANSPLACE or the CARRIER. The shipment is subject to all applicable laws, rulings and restrictions, and therefore the following cargo cannot be shipped: firearms, or any of their components, ammunition, explosives, toxic substances or hazardous materials, narcotics, as well as perishable cargo, such as perishable food or substances which issue bad odors, negotiable documents, obscene or pornographic materials, carbons and industrial diamonds, or any article or document which transportation is prohibited or restricted by any legal statute of Mexico or by any other country where the cargo is carried. The Shipper, the Consignee and the CUSTOMER agree to indemnify and hold TRANSPLACE MEXICO harmless for their failure to comply with the terms of either the RATE SCHEDULE or this Contract, or if the CARRIER carries any of the forbidden goods referred to in the foregoing paragraph. Furthermore, the CUSTOMER assumes all costs for destruction, as the case may be, of the shipment that was tendered to TRANSPLACE MEXICO in violation of this provision. CLAUSE 4. The parties agree that TRANSPLACE MEXICO will be exempt from any obligation or liability that may arise from: a) accidents or Acts of God, or from any other reasonable cause that is beyond that entity's control; b) governmental actions; c) erasures or scratches caused by electric or magnetic damage or from any other damage to electronic, photographic or any other kind of images; d.) incomplete or inaccurate information stated in the RATE SCHEDULE; e.) any of the following: theft, with or without violence, assault, attacks, disruption of public peace, kidnapping, fire, earthquake, revision of the cargo at fiscal inspection stations or customs offices run by different administrative authorities and in general any disaster or action, with or without violence which may happen to TRANSPLACE MEXICO, and/or to the CARRIER and by which the conservation, keeping and/ or delivery of the cargo, total or partial, is prevented, in conditions different to the conditions when it was received.

CLAUSE 5. a) CARRIER shall have the right, but not the obligation, to inspect the contents of the MERCHANDISE for the purpose of confirming its correct description, provided that CARRIER complies with the procedure established in section 591, paragraph V of the Commercial Code and in section 77 of the Federal Ground Transportation and Ancillary Services Regulations. b) Once the cargo is delivered at its final destination and is accepted by the CONSIGNEE without claim at the time of delivery/receipt, TRANSPLACE MEXICO US and/or CARRIER will not be liable, in accordance with section 595, paragraph II of the Commercial Code, for any damage to the cargo that was not visible at the moment of its delivery. c) In accordance with the above, any visible damage must be stated at the time of delivery of the cargo. All cargo claims, as provided in section 595, paragraph V of the Commercial Code, must be duly filed with TRANSPLACE MEXICO during the twenty-four (24) hours following the date of delivery. TRANSPLACE MEXICO's liability will not exceed the limitations provided in this Contract. d) Any claim shall be stated in writing in the delivery receipt or in the RATE SCHEDULE, and shall be filed by the CUSTOMER within 14 days of delivery.

CLAUSE 6. Neither TRANSPLACE MEXICO nor CARRIER will be responsible or liable for environmental or any other kind of damage caused by the cargo; or for loss, damage or delay that may take place during the provision of the services, whether these take place while the cargo is detained in transit required by the CUSTOMER; while they are in possession of a customs broker or by defects or irregularities of the cargo; or because the loss, damage or delay is caused by act or default of Shipper, or disturbances or alterations that affect public peace which are considered to be events caused by force majeure or acts of God, such as: war, commerce prohibition, road interception, strikes or similar events.

CLAUSE 7. TRANSPLACE MEXICO has the right to contract and coordinate the shipment of the cargo within Mexico by means of a Mexican carrier, and to opt to use any route between the point of shipment and the point of destination.

CLAUSE 8. Liability Limits for Loss and Damage. TRANSPLACE MEXICO's maximum liability with CUSTOMER shall be the amount of fifty cents USD (0.50 USD or its equivalent in Mexican Currency [pesos] at the rate of exchange which is in effect at the place and on the date of payment) for each pound with a maximum limit of \$50 per lot or USD \$500 (Five hundred Dollars 00/100 USD or its equivalent in Mexican Currency [pesos] at the rate of exchange which is in effect at the place and on the date of payment) per shipment whichever is less. TRANSPLACE MEXICO shall be obliged to pay the aforementioned maximum liability, only and exclusively if it is proven that the damage or loss suffered by the cargo took place due to causes directly attributable to TRANSPLACE MEXICO or CARRIER. TRANSPLACE MEXICO shall not be liable as referred to in the foregoing paragraph, if the loss or damage occurs during transport within Mexico. Such transit shall be at CUSTOMER's own risk and cost. CUSTOMER has the right to insure the cargo in any desired terms. In view of the foregoing paragraph and except for the terms of the present Clause, CUSTOMER releases TRANSPLACE MEXICO and/or CARRIER, from any liability or payment of damages that arise from damage or loss to the cargo or from delay in its delivery in Mexico.

CLAUSE 9. TRANSPLACE MEXICO will notify CUSTOMER in writing of all refused and unclaimed cargo. TRANSPLACE MEXICO will place such cargo, in a secure warehouse or storage room and may be subject to warehousing charges.

CLAUSE 10. TRANSPLACE MEXICO is entitled to receive compensation for all transportation services performed by the CARRIER, regardless that the shipment may be diverted to another motor carrier at the Mexican border.

CLAUSE 11. If the CUSTOMER has given wrong or inaccurate information to TRANSPLACE MEXICO or Carrier with respect to the owner of the cargo, the CUSTOMER will be liable for any additional charges which may be generated as a cause of the delivery of the cargo to its rightful owner. If after an inspection is conducted, it is proven that the shipped articles do not correspond to the cargo described in the RATE SCHEDULE, the freight charges must be paid in accordance with the articles actually shipped.

CLAUSE 12. If all or part of the cargo is carried by sea, this contract will be subject to the terms and conditions of the applicable ocean bill of lading issued and, in the absence of an ocean bill of lading, federal laws will apply, on the understanding that no ship owner will be liable for any loss or damage that may result from any fire, explosion, boiler explosion or shaft breakage unless caused by negligence of the ship owner.

CLAUSE 13. The CUSTOMER agrees that at TRANSPLACE MEXICO's sole discretion, TRANSPLACE MEXICO may retain a lien against the cargo for payment of services fees and other applicable charges.

CLAUSE 14. This document constitutes a contract among private parties and it establishes the manner and terms under which the contracted parties are obliged. It cannot be modified by only one of the parties and without, as the case may be, written amendment signed by the contracting parties. CLAUSE 15. TRANSPLACE MEXICO may grant credit to the CUSTOMER at its sole discretion, provided the requirements previously established by TRANSPLACE MEXICO are complied with. See your local sales representative for details. CLAUSE 16. By signing this document or by the simple acceptance of the services offered by TRANSPLACE MEXICO, the parties agree to all provisions on the front and backside of this document. This agreement is executed on the ____ day of _____, 200__.

For TRANSPLACE DE MÉXICO, S. DE R.L. DE C.V. and TRANSPLACE MEXICO, LLC. _____

By: _____

THE "CUSTOMER"

By: _____

By: _____