

These terms and conditions of service as amended from time to time (“terms and conditions”) govern all services provided or arranged by central america cargo agency (panama), corp. (“cac”, “we”) where the undersigned (“customer”, “you”) has entered into a corresponding agreement with cac, or our agent at the destination, these terms and conditions will govern to the extent of any conflict.

- After purchasing the product, the shipment will be subject to **departure availability**, depending on the type of purchase made.
- By agreeing to our terms and conditions you accept that delays may occur, and all delivery times are given as estimates and are not guaranteed. Customers must be aware that unforeseen delays can occur for a wide range of reasons and that you will not receive compensation, or discounted rates, arising from such delay. Cac is not liable for or in respect of any loss or damage arising from any delay in filling any order, failure to deliver or delay in delivery.
- If required by cac, the freight and all other lawful charges accruing on the goods shall be paid before delivery.
- No delay in the shipment or delivery of any goods relieves the shipper, consignee, delivery agent on behalf of shipper, and/or receiver (collectively, the “buyer”) of its obligations under this agreement, including accepting delivery of any remaining instalment(s) of goods. We will attempt to contact you at the contact information provided below to inform you of any delays. It is your responsibility to ensure that the contact information provided is correct and remains up-to-date. Furthermore, you must accurately weigh and measure your item. Your quote is based on the weight and dimensions offered. In the event that your item is not accurately weighed, you will receive an invoice for the difference in shipping cost, whose amount shall be due upon receipt of invoice.
- You must ensure that the description and particulars of any goods are full and accurate, that cac has not deemed them inadmissible for transportation and that the shipment is appropriately labeled, addressed and packed in order to ensure safe transportation with the handling of an ordinary citizen. Hereby you acknowledge that cac can leave and/or get rid of any item consigned to cac by you

which cac has deemed inadmissible, or that the consignor has devalued or undervalued for customs purposes, or has wrongly described here, whether intentionally or otherwise, without incurring any liabilities of any kind they might be in connection to you, and you will indemnify, exonerate and hold cac harmless from any claim(s), damage, fine(s) or expense(s) that may arise from this. Any costs incurred due to incorrect information will be invoiced to you, whose amount shall be due upon receipt of invoice.

- You must pay for the shipment when dropping off the freight in cac's warehouse. If the customer chooses not to pay at that specific moment, charges will be applied according to the following:
 - after 15 days, 15% will be charged as a penalty;
 - after 30 days, 30% of the invoice value will be charged; and
 - after 40 days, 50% of the invoice value will be charged per month. After the third month, the goods will be confiscated. When the first three months are over, even if the customer claims back the goods, they will be considered abandoned and cac will be allowed to keep the goods for any appropriate action.
- Customer shall properly pack, mark and ship goods and provide cac with shipment documentation showing the identification number for the subject goods, the quantity of pieces in shipment, the number of cartons or containers in shipment, customer's name, the bill of lading number, the country of origin, and accurate collection address and any other information for the collection and/or delivery of goods as may be required. The shipment will not be released to the customer until such time as the customer signs an acknowledge of receipt of the shipment. The customer shall be solely responsible for inspecting the cargo on arrival and in case of shortage or damage, make the relevant claim to the local authorities, and note that once you leave the airport or port grounds the claim will not proceed to any party.
- Goods that are removed from the delivery point will be considered acceptable and any damage will be deemed to have occurred after delivery has been completed. In no event shall cac, its subsidiaries and affiliates and their respective directors, officers, employees, contractors, agents or suppliers (the "cac parties") be liable to you or any third party for any direct, consequential, special, incidental, indirect or punitive loss or damage of any kind rising out of or in

connection with any offered service and/or for any breach of these terms and conditions, including but not limited to, property loss or damage, loss of profits, loss of business or goodwill, loss of use, business interruption, personal injury, death, any other pecuniary loss, even if such parties or any one of them have been advised of the possibility of such loss or damage or any claim by any third party. Any liability of cac for non-delivery of the goods shall be limited to adjusting the invoice respecting such goods to reflect the actual quantity delivered. In no event will damages be paid for items we advise customers not to use our service to transport or which we advise are sent at the customers' risk. These include, but are not limited to, glass, porcelain, all electrical goods (including but not limited to, camera, tvs, hifis, mobile phones, tablet computers, laptop computers, printers and personal computers), valuables including but not limited to jewellery; liquid damage; loss suffered when goods have not been collected; loss or damage suffered when goods have not been packaged or labelled appropriately in accordance with our terms.

- You acknowledge there is also a penalty for the cancellation of any air waybill or bill of lading once the cargo has been delivered to our warehouses and documents produced. This is a penalty of 5% of the amount paid for freight to our company, with a minimum of \$50.00 usd. In such an event, the cargo shall be picked up by the client or by an authorized third party at cac's warehouse.
- If for any reason customer fails to accept delivery of any of the goods on the date fixed pursuant to cac's notice that the shipment has been delivered at the delivery point, or if cac is unable to deliver the goods on such date because customer has not provided appropriate instructions, documents, licences or authorizations: (i) risk of loss to the goods shall pass to buyer; (ii) the goods shall be deemed to have been delivered; and (iii) cac, at its option, may store the goods until customer picks them up, whereupon customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). In the event that a customs authority seizes the shipment, or any portion thereof for any reason, we shall have no further liability to the customer in respect of the shipment, and cac shall be released from its obligations under these terms and conditions and any other agreement between cac and the customer.

- If cac is not able to deliver the goods to destination due to incorrect information provided by the client, the client must make a change to the information, which will be invoiced at cost, being the minimum charge a sum of \$200 usd and the maximum charge a sum of \$500 usd, in addition to item storage expenses and insurance for the days that we keep the cargo. Similarly, if the client needs to make any change to the documentation once the goods have left cac's premises, including a change to the information of the person receiving the goods, the cost of that change will be , being the minimum cost \$200 usd and the maximum cost, \$500 usd.
- You represent and warrant that the content of the package does not contain dangerous goods, substances or articles forbidden to be transported by air or ocean.
- You represent and warrant that the cargo does not include any of the items listed in the list of prohibited items provided by icao and that you will not attempt to send any goods contained in this listing and also will adhere to any additional restrictions imposed by the collection or destination country. For further information, see <https://www.icao.int/safety/dangerousgoods/pages/default.aspx/> / <https://www.iata.org/en/programs/cargo/dgr/>.
- Some prohibited items as listed below:
aerosols or any other pressurized containers; toner cartridges; loose batteries & power banks; animals and animal products, firearms and firearm parts, ammunition, explosives, weapons (including imitations of same); flowers and plant products; human remains or ashes; medical samples; items that require a temperature-controlled environment; pornography; prescription drugs and pharmaceutical products restricted; religious artefacts; perishable, animal origin and controlled food articles and beverages including, but not limited to: fruit & vegetables, dairy products (including dried products containing dairy such as protein powder), meat, fish, nuts, seeds, wine, beer, spirits and champagne; or packages that are wet, leaking or emit an odour of any kind; valuables and high-value items including but not limited to antiques, paintings, jewellery, precious stones. Cash or other forms of tradeable currency; credit cards; passports or other confidential

personal documentation; irreplaceable items; other dangerous/hazardous goods; counterfeit goods; other illegal or restricted goods.

- In case any prohibited items were included in the shipment, it will not be loaded and will be returned to you. No refund will be provided for shipments returned under these circumstances and a between 50.00 to 100.00 usd security processing fee will be due before your shipment can be recollected. In some cases, your shipment could also be seized and action may be taken against you by other authorities. You will hold cac harmless for any action related to failure to declare restricted items or hazardous materials.
- You acknowledge that cac, as part of its policies, considers every object as an only and individual piece of freight. Regarding this, it is forbidden to use any item that is part of the freight as a container device for another item. If you incur this practice, cac will consider that a case of hidden freight, resulting in confiscation of the freight and the imposition of a \$50 usd fine.
- You are solely responsible for consulting your origin and destination country's customs and border agency's websites for details of regulated and/or prohibited items including those items which may not be sent unaccompanied when using shipping companies. In this respect, it is your responsibility not to exceed any limitations imposed on the items by customs authorities.
- You recognize that your packages may be opened, inspected by x-ray or physically by customs and borders agencies of the origin and destination country if they see fit, in their sole discretion. In case the freight is inspected by property authorities from such country, cac will not be liable for any damage, breakage or loss of property caused by that inspection. Should you have such claim, you must file it with the customs authorities from that country. In the event that a customs authority seizes the shipment, or any portion thereof for any reason, we shall have no further liability to the customer in respect of the shipment, and cac shall be released from its obligations under these terms and conditions and any other agreement between cac and the customer. Similarly, cac or its contractors reserve the right to open and inspect your packages without previous notification,

based on matters of security, of customs or any other reasons related to regulations.

- It is the customer's sole responsibility to pay any duties, fines or levies imposed by any customs authority or border agency. Depending on your circumstances and the nature of the goods you are sending these will need to be settled directly at origin or destination as appropriate.
- Where any goods are not properly packaged and protected, we shall have no liability for any damage caused to the packaging or the goods or for the loss of any contents due to the failure of the packaging.
- In the case of fragile items, cac, as well as all the means of transport land, air or maritime that are used for transportation to its destination, are not responsible for damages or breakdowns thereof. This includes objects of glass, tvs and all other objects that by their nature are extremely fragile, being the total responsibility of the customer and the same releases cac from any and all liability therefore.
- You agree you will not send anything which may be construed as illegal in any way e.g. prohibited or stolen items. If you are unsure if an item may be prohibited contact us before sending it.
- In order for us to consider any claim for compensation; in the case of damage or loss you must inform us in writing, within 7 days of delivery of the packages and include in the claim the following information:
 1. The signed proof of collection written confirmation the item has not been received or damaged (irregularity report from the port /airport of destination).
 2. Signed statement of acknowledging your claim is accurate. You must also provide us original receipts or other proof of purchase.
 3. We may request additional information and/or evidence in order to properly assess your claim.

- Loss or damage arising from the following circumstances will also not be covered under the complimentary compensation: pandemic, governmental restrictions of any kind, acts of god, consequence of war or terrorism or prohibited contents.
- For sea freight, in case of loss or damages to your freight incurred directly by the carrier (in panama), the carrier will have to pay up to \$500,00 usd by container pursuant to the dispositions of limited warranty in accordance with the bill of lading.
- Warsaw and montreal conventions apply and limit cac's liability for damage, loss or delay. For air freight, the maximum limit for our liability for damage or loss is \$20.00 usd/kg (9.07 usd/lb) per ounce. Cac will not be liable for loss of money in cash, letter checks or securities.
- All sales are final. We do not accept returns for refund or exchange, for items damaged in transit or at the final destination.
- You shall indemnify the cac parties against any and all liabilities, losses, suits, claims, demands, costs, fines and actions of any kind or nature whatsoever to which the franchisor shall or may become liable for, or suffer, by reason of your use of the services of cac in accordance with these terms and conditions and/or any other agreement between cac and you, and/or your breach of these terms and conditions. Responsibilities of employees and agents.
- The following terms and conditions apply to any legal claim filed against an employee, agent or other member of the staff (including any independent contractor) who provides services to the carrier for the fulfillment of the contract referred to here (known as "the carrier's group"), whether these claims arise from the contract itself or from civil offenses, and the total liability of the carrier and the carrier's group must not exceed the limitations specified in clauses 20 and 21 of this document.
- Once the contract referred to here has been subscribed, the carrier will act, within the scope of the terms and conditions, as agent or trustee for the carrier's group for the fulfillment of the contract, and this staff will be considered one of the parties to this contract.

- The carrier's group will not have a right to invoke the limitation of liability clauses if there is proof that the loss, damage or delay in the delivery resulted from deliberate imprudence and/or negligence on the part of the carrier's group for whom the limitation would apply.
- The total sum of the recoverable amounts on the part of the carrier and the carrier's group must not exceed the limits set forth in these conditions.
- These terms and conditions set forth the entire agreement between the parties hereto and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter hereof.
- Cac's failure to enforce any rights or entitlements under these terms and conditions will not constitute a waiver of cac's right to enforce any provision at a future date in its sole discretion. To constitute an enforceable waiver, said waiver must be signed in writing by the party waiving the right or entitlement.
- If any provision of these terms and conditions shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
- Each of the parties hereto covenants and agrees that these terms and conditions shall be binding on them, and their respective heirs, executors, administrators, or successors and permitted assigns.
- The division of this agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this agreement.
- Unless otherwise specified, all references herein to currency shall be references to currency in usd.
- Shipping and other services contemplated here are subject to the regulations in the republic of panama and the fees that apply to the service.

- Any legal action arising from the terms and conditions herein, as well as their existence, validity, interpretation, scope or fulfillment shall be exclusively submitted to the ordinary courts from the city of panama, republic of panama, including all those non-contractual obligations derived from or relative to the present terms and conditions of use.
- “Translation – for informational purposes only. The applicable and binding terms and conditions are in spanish and any term that may be deemed inconsistent or contradictory to the spanish terms and conditions will be deemed invalid in such inconsistency or contradiction.”