

STANDARD TRADING CONDITIONS

("STANDARD CONDITIONS")

These Standard Conditions shall apply to all users of Terminal II of the Port of Manzanillo, Colima, except in cases where Contecon Manzanillo, S.A. de C.V. has agreed special terms of service with the Port's users, by means of the execution of a specific agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Standard Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Container Ship" or **"Ship"** refers to a vessel equipped for the transportation of Containers and/or Non-Containerized Cargo that may be secured adequately either on or below the deck of the ship, including all mooring equipment necessary to achieve the required safety of containers on board;

"Cargo" means goods of any kind, size, weight and measurement, transported or to be transported in a Container, or an Out of Gauge Container "OOG", and includes any Non-Containerised Cargo carried on a Container Ship;

"Non-Containerized Cargo" refers to the non-containerized cargo accepted for transportation/freight in a Container Ship that cannot be handled by means of the normal use of the equipment (spreader) and requires the use of special devices/accessories for correct handling;

"Container" refers to any standard ISO container 20', 40', 45' feet in length, 8' feet in width and 8'6"/9'6" feet in height, full, partly loaded or empty, including, but not limited to: containers for the transportation of perishable goods that require refrigeration or heating, dry, flat-rack, open top, artificial "tween-deck", pallet-wide, platform, reefer and tank containers, with ISO recommended lifting arrangements and consistent with the safety requirements of CSC (Convention for Safe Containers), and which can be handled by means of a container spreader;

"Out of Gauge Container" refers to a Container in which the load exceeds the standard dimensions of the Container, which should be handled through special devices that adapt to the equipment that handle the container (container spreader);

“Assignment Agreement” refers to the partial assignment of rights and obligations with respect to the Container Terminal, entered into between the Terminal Operator and the Integral Port Administration of Manzanillo, S.A. de C.V. dated June 3, 2010;

"Custody" means:

- . (a) in respect of import Containers (laden or empty) or Non-Containerised Cargo: (i) the custody period begins when the Container or Non-Containerised Cargo is physically lifted off from the Container Ship's deck, hold or from the top of other Containers on the Container Ship, and ends when the Container or Non-Containerised Cargo is mounted by the Terminal Operator's cargo handling equipment onto the withdrawing truck, train or other vehicle that removes the Container or the Cargo from the Terminal for delivery to consignee, or, if shorter, (ii) the period during which the User is responsible for the Cargo under the bill of lading or other transportation documents in the event that any has been issued;
- . (b) in respect of export Containers (laden or empty) or Non-Containerised Cargo the custody period begins when the Container or Non-Containerised Cargo is physically lifted off from the truck, vehicle or train by the Terminal Operator's cargo handling equipment for stacking / stowed at the container yard of the Container Terminal, and ends when the Container or Non-Containerised Cargo is laid to rest on the Container Ship's deck, hold or on top of another container on the Container Ship;
- . (c) in respect of transshipment Containers (laden or empty) or Non-Containerised Cargo, the custody period of custody begins when the Container or Non-Containerised Cargo is physically lifted off from one Container Ship's deck, hold or from the top of other Containers on that Container Ship and ends when the Container or Non-Containerised Cargo is laid to rest on another Container Ship's deck, hold or on top of another container on another Container Ship;

“Confidential Information” means the provisions of these standard conditions and all other information in any form or mean that is confidential or is not available to the public (either totally or partially, including its content and components) including rates, rebates, commercial, financial, advertising or technical information, trade secrets, technical expertise, business methods, and other information in any other form or mean disclosed orally or in writing, together with any reproduction of such information in any form or medium, or any part (s) of this information;

“Port Act” or **“Ports Law”** means the Ports Law and its Regulation (Mexico) in full force

and effect;

“**Terminal Operator**” or “**Operator**” refers to Contecon Manzanillo, S.A. de C.V.;

"**Liabilities**" means any and all costs (including the costs of investigating and defending any claims), expenses, claims, demands, losses, damages, liabilities, judicial orders, condemnatory judgments or resolutions, awards, fines, penalties, proceedings and trials of whatever nature;

“**Representative**” shall have the meaning given in number 8.1;

“**Health and Safety Standards**” means the health and safety standards of the Terminal Operator, of which the User is notified from time to time, in any way or form;

"**Services**" means any services that are provided to Users by or arranged by the Terminal Operator, including without limitation the handling of Containers and Cargo;

“**SDR**” shall mean special drawing rights of business nature, as defined by the International Monetary Fund;

“**Rates**” means the rates and their rules of application registered in the Ministry of Communications and Transport and deposited at the Integral Port Administration of Manzanillo, S.A. de C.V.;

“**List of Rates**” means the official communication that contains the rates and the rules of application;

"**TEU**" means twenty feet equivalent unit, and in calculating TEUs, a 20' Container comprises one (1) TEU, and a 40' and a 45' Container equivalent to two (2) TEUs; and

“**Container Terminal**” or “**Terminal**” means the facilities at the container Terminal II, located in the Port of Manzanillo, Colima;

"**User**" means (i) any natural or legal person who receives or benefits from the Services, including, without limitation, the owner of, charterer (of whatsoever nature) of, or any other person who is or may become interested in a Container Ship calling at the Container Terminal, the Container Ship's master and any person who has control of the operation of such Container Ship, the owner or any other person who is or may become interested in the Cargo; (ii) the owner, or any other person who is or may become interested in the Containers, or in any equipment, machinery, package, case, pallet; (iii) the owner, or any other person who is or may become interested in any road or rail vehicle which enters the

Container Terminal; (iv) any person who drives or operates such vehicle; and (v) any person who uses and/or enters the Container Terminal or who directly benefits from the Services.

1.2 These Standard Conditions shall be subject to the Port Act and nothing in these Standard Conditions shall be construed as a surrender by the Terminal Operator of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under the Port Act. If any part of these Standard Conditions contravenes the Port Act, or another legal provision, to any extent, such part shall be void to that extent, without affecting the rest of the Standard Conditions.

. 1.3 In these Standard Conditions:

. 1.3.1 a statutory provision includes a reference to the statutory provision as modified or re enacted or both at any moment and any subordinate legislation made or other thing done under the statutory provision or under such re-enactment;

. 1.3.2 a legal person (entity) includes a reference to a government, state, state agency, corporation, body corporate, association or partnership;

. 1.3.3 an individual (natural person) includes the legal representatives of a legal person (entity), its successors and permitted assigns;

. 1.3.4 the singular includes the plural and vice versa (unless the context otherwise requires);

. 1.3.5 any words following the word "**including**" shall be interpreted without limitation to the generality of the preceding words; and

. 1.3.6 a reference to a **Condition**, unless the context otherwise requires, is a reference to a clause of these Standard Conditions.

. 1.4 The headings in these Standard Conditions do not affect their interpretation.

2 SERVICES

. 2.1 The Terminal Operator will:

. 2.1.1 provide the Services subject to and in accordance with these Standard Conditions;

- . 2.1.2 provide the Services using reasonable care and skill; and
- . 2.1.3 comply with all laws and regulations in force and applicable to the relevant Services.
- . 2.2 Regarding the specific instructions given by the User and accepted by the Terminal Operator in writing, the Terminal Operator reserves to itself complete freedom in respect of the means and procedures to be employed in the provision of the Services. The Terminal Operator may deviate from the User's instructions (even when the same had been accepted by the Terminal Operator) in any respect if the Terminal Operator considers it is necessary in the interests of the User, in which case the User shall reimburse the Terminal Operator with all reasonable expenses incurred thereby.
- . 2.3 The Container Terminal operates twenty four (24) hours a day, every day throughout the year, except for the gates, whose operation is subject to schedules established by the Customs Authority.
- . 2.4 Normal working hours are set out in the List of Rates and in its rules of application. Any Services required outside the normal working hours must be pre-agreed with the Terminal Operator and overtime rates will be applied in accordance with the List of Rates and its rules of application.

3. SCOPE AND APPLICATION OF THESE STANDARD CONDITIONS

3.1 These Standard Conditions shall apply to:

- . 3.1.1 all Services provided to the User;
- . 3.1.2 the use by any User of the Container Terminal and/or the facilities at the Container Terminal;
- . 3.1.3 all Container Ships which berth at the Container Terminal; and
- . 3.1.4 all Users who receive or benefit from the Services, use and/or enter the Container Terminal; and
- . 3.1.5 all Containers and Cargo that enters or moves inside the Container Terminal.

4 REQUEST FOR A BERTH

- . 4.1 Users shall request the authorization of the port authorities to berth the ships.

The Terminal Operator shall assign the dock according to the berth windows agreed with the Users, without prejudice to the provisions set forth in the Port Law, its Regulations and the Port Rules of Operation.

- . 4.2 The User shall give the Terminal Operator notice of its requirement to berth at the Container Terminal at least 48 hours before the estimated time of arrival (ETA) of the Ship and, subsequently, 24 and 12 hours before the estimated time of arrival (ETA).
- . 4.3 If a Container Ship arrives at the Container Terminal, outside the berthing window, the Terminal Operator shall use reasonable endeavours to provide a place for berthing as soon as possible, in accordance with the operations of the Terminal, without affecting other Users and based on the provisions laid down in the Ports Law, its Regulations and the Port Rules of Operation.
- 4.4 In respect of each Container Ship, the User shall also give the Terminal Operator all the relevant details of the Containers, Out of Gauge Containers and/or Non-Containerised Cargo that shall be loaded and unloaded at least 24 hours in advance of the estimated time of arrival (ETA) of the Container Ship. Details shall include, at the least, information related to the destination, temperature, humidity and ventilation for refrigerated containers, as well as information of the containers with hazardous cargo. In the event that reference information is not provided with the required advance, the Ship shall wait for authorization to berth in the Terminal, once 24 hours have elapsed.

All information provided by Users shall comply with the applicable law and with the requirements of Customs and Sanitary Authorities and any other competent authorities. The Terminal Operator shall not be liable for any information provided incorrectly or incompletely with respect to the loading and unloading, and if any damages or losses are caused as a consequence of the incorrect or incomplete information provided to the Container Terminal, the User shall indemnify and hold harmless the Container Terminal for such circumstance.

. **5 USER'S OBLIGATIONS AND WARRANTIES**

- . 5.1 The User shall provide all the documents and information detailed in the

rules of operation of the Terminal, or any other information required, at least 24 hours before the estimated time of arrival (ETA) of the Container Ship.

5.2 At all times when a Container Ship is berthed at the Container Terminal, the User shall ensure that the Container Ship:

5.2.1 furnishes adequate lighting and safe at the ingress and egress (for the Terminal Operator's personnel);

5.2.2 has staff and crew available on-board with a suitable level of expertise and abilities to be able to attend any emergencies that may occur and allow the Terminal Operator to provide the Services required;

5.2.3 maintains engines in a state of readiness to respond to emergency situations and to avoid delays in vacating the berth;

5.2.4 that its crew members adhere at all times to all Health and Safety Rules and to all applicable rules by law;

5.2.5 complies with all applicable laws and legal requirements relating to the Ship, the Cargo, the Containers, their activities and the use of the Container Terminal.

5.3 The User will be responsible for complying with all formalities, procedures and regulations provided by customs authority, as well as with the proceedings instructed by any governmental authority or other agency having legal jurisdiction over the relevant matter and which arises in connection with the Cargo, Containers and/or the Container Ship, and for obtaining all necessary licenses, and authorisations required for the transportation, exportation or importation of the Cargo. The Terminal Operator shall not be liable whatsoever in this regard. The User shall be the solely responsible for taking actions to carry out the corresponding proceedings and obtaining the licenses and permits required by law. By virtue of the foregoing, the User agrees to hold the Terminal Operator harmless from any claims, fines, penalties, charges, payoffs or otherwise resulting from any breach to this provision.

5.4 User's Warranties

5.4.1 The User warrants and states that:

- . (a) it is authorised to contract with the Terminal Operator under these Standard Conditions in respect of the Container Ship, the Cargo and the Containers, and that it is accepting these Standard Conditions not only for itself, but also as agent for and on behalf of the owners of the Container Ship (if it is chartered by the User), Cargo and Containers or any other person who is or may become interested in the Cargo; and
- . (b) all the documentation and information provided by the User or its representatives in relation to any Cargo and/or Containers is full, correct and accurate.

. 5.4.2 With respect of all Cargo and Containers, the User warrants and states that they:

- . (a) are properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate for any operations or transactions affecting the Cargo and/or the Containers, and consequently the User will be responsible for any loss or damage arising from a breach of the above;
- . (b) are not susceptible to the release of any injurious dust, gas, fumes, liquid or radiation, or any other toxic, explosive, harmful or similar substance, and that the User shall be responsible in the event of such occurrence;
- . (c) are not infested, verminous, rotten or subject to fungal attack and are not liable to become so while at the Container Terminal, the User shall be responsible in the event of such occurrence;
- . (d) are not over-heated or under-heated or liable to become so while at the Container Terminal, therefore the User shall be responsible in the event of such occurrence;
- . (e) will not contaminate or cause danger, harm or pollution, under any circumstance to any person, to the Container Terminal, to any other cargo, equipment or ship, to health to the public in general or to the adjacent or general environment, and consequently the User shall be responsible in the event of such occurrence;

- (f) do not require special protection for their safeguard or custody (in addition to that agreed upon in writing between the parties) resulting from its vulnerability to heat, cold, humidity, salinity, thefts or proximity to other cargo or to flammability and will maintain safe whether outdoors or indoors at the Container Terminal internal facilities, and therefore the User shall be responsible in the event of such occurrence;
- (g) contain no drugs, illegal merchandise, prohibited or stolen goods, contraband, pornographic or other illegal matter, pursuant to the applicable law, and therefore the User shall be the only party responsible in the event of any loss damage, sanction, felony, punishment, penalty or charge, if any of the above actually occurs; and
- (h) are fit for their intended purpose and in a proper condition to be handled or otherwise dealt by the Terminal Operator in the conditions that they are, and the User shall be responsible for any loss or damage should a breach arise from any of the above .

5.5 Indemnity

5.5.1 The User shall promptly indemnify the Terminal Operator against any and all Liabilities howsoever assumed, incurred or suffered by the Terminal Operator, its employees, servants, agents, insurers or re-insurers as a result of or in connection with any of the following:

- (a) any breach by the User of the obligations set forth in these Standard Conditions, as well as for any misrepresentations and/or warranties, in the declarations enunciated in, but not limited to, Condition 5; and
- (b) the Terminal Operator acts upon the instructions of the User and/or its representatives.

6. DANGEROUS CARGO

6.1 Except with the Terminal Operator's prior express consent in writing, the Terminal Operator will not handle or deal with Cargo, materials or waste which are or which may become hazardous, corrosive, reactive, explosive, toxic, inflammable, biologically infectious (whether or not they are included in the first or second list of highly dangerous

substances issued by the Ministry of Environment and Natural Resources, the applicable environmental legislation, official standard norms (NOMs), manuals, codes or international law), noxious or harmful (including radioactive materials) or which are or may become liable to damage any property, person, or the environment.

Where the Terminal Operator expressly accepts in writing to handle Cargo of a dangerous nature:

6.1.1 The User acknowledges and agrees that it is solely party responsible for the generation, handling and final disposal of dangerous Cargo. However the Terminal Operator shall be able to carry out the handling of the Cargo on its own (upon obtaining any relevant authorization) or hire a company authorized by the Ministry of Environment and Natural Resources or competent entity to provide any services for handling hazardous substances and/or hazardous waste, at the exclusive expense of the User.

With regards to the above, and by virtue of the fact that the Terminal Operator could handle dangerous Cargo, the Terminal Operator's liability shall be limited to the handling of substances and hazardous waste inside the Container Terminal, except in the case of hiring companies authorized by the Ministry of Environment and Natural Resources or another competent entity, in which case the liability shall be assumed by said entity and shall commence from the moment in which the Cargo is delivered by the User in accordance with the definition of "Custody" stipulated in Condition 1.1, pursuant to the provisions of the Federal Law on Environmental, the General Law for the Prevention and Integral Handling of Wastes, the Regulation of the General Law for the Prevention and Integral Handling of Wastes, the General Law of Ecological Balance and the Protection to the Environment and the Mexican Official Standards.

. 6.1.2 The User shall promptly provide the Terminal Operator with such information and/or any documents that is necessary for it to perform its obligation in connection with such Cargo in accordance with all applicable environmental and/or security and labour hygiene laws, regulations and/or requirements, including without limitation information about the nature of the Cargo, the appropriate manner and method of storage, handling and transportation; as well as safety data sheets in Spanish for all hazardous chemicals that are used in accordance with the Mexican Official Standards NOM-018-STPS-2015 named "Harmonized System for the Identification of hazards and risks derived from hazardous chemicals in the workplace" (and/or any other NOM that complements and/or replaces it); and the documentation that informs that the substances are on the list of high risk substances issued by the Ministry of Environment and Natural Resources; and

- . 6.1.3 The Container must be distinctly marked/labelled on the outside so as to indicate the nature and character of any such Cargo and so as to comply with all applicable laws, regulations and/or requirements, specifically the Federal Health and Safety Regulation at work and with the Harmonized System for the Identification of Hazards and Risks derived from Hazardous Chemicals and Mixtures used by the User according to the Mexican Official Standard NOM-018-STPS-2015, which implements the Harmonized System for the Identification of hazards and risks derived from hazardous chemicals in the workplace, or where appropriate, in accordance with the Global Harmonized System for the Classification and Labelling of Chemicals Adopted by the United Nations Organization, via the Committee of Experts for the Transportation of Hazardous Substances of the Economic and Social Council of the United Nations.
- . 6.2 If the User fails to provide such information and the Terminal Operator is unaware of the dangerous nature of the Cargo and the necessary precautions to be taken and if, at any time, it is deemed to be a hazard to life, property or the environment, the Terminal Operator may dispose of, destroy or render the Cargo useless, according to the circumstances, without any right to compensation for the User, and the User shall be liable for all expenses, losses and damages arising from the handling, disposal and destruction of the Cargo or for making the Cargo harmless, upon the understanding that any of such operations shall be carried out pursuant to the General Law for the Prevention and Comprehensive Handling of Waste, the Rulings for the General Law for the Prevention and Comprehensive Handling of Waste, the Federal Fiscal Code, the Regulations of the Federal Fiscal Code, or any other applicable law on environmental and tax matters. The User shall be liable for the burden of the proof that relates to the notice made to the Terminal Operator regarding the characteristics or exact nature of the danger of the Cargo.
- . 6.3 The User shall indemnify and hold harmless the Terminal Operator against any Liability, including environmental liability, arising from any breach of the provisions set forth in this Condition 6.

7. TERMINAL OPERATOR'S RIGHTS

- . 7.1 The Terminal Operator may at any time inspect any Container Ship, vehicle, Cargo, Container, equipment or other properties in the User's possession or control, so long as they remain in the Container Terminal, for the purposes of ensuring compliance with these Standard Conditions, the Assignment Agreement, the applicable law, the standards of the industry, the provisions in customs matters and the

recommendations made by the competent authorities.

- . 7.2 The Terminal Operator reserves the right to suspend or definitively cancel, without liability for the Operator, the provision of any Services in the event of any breach by the User of any of these Standard Conditions.
- . 7.3 The Terminal Operator may refuse damaged or distorted Containers or any Container which, in its opinion, is in an unsatisfactory condition for the provision of the Services.
- . 7.4 The Terminal Operator may refuse to handle any Container or Cargo with a weight which exceeds its stated weight or the safe working load of any cargo handling equipment. If any of the Terminal Operator's cargo handling equipment is used in handling an overweight Container or Cargo, the User shall indemnify and hold harmless the Terminal Operator against any liability arising from any loss or damage to property or death or personal injury (including third party personal property) and/or losses, arising from or caused by the handling of the overweight Container or Cargo.
- . 7.5 The Terminal Operator may install and operate any surveillance device to protect the safety and security of its property, employees, customers and third parties and to assist in the investigation and/or prosecution of any illegal act or any alleged breach of these Standard Conditions.

8. AGENT

8.1 The User may, subject to the provisions set forth in the applicable law, by submitting his power of attorney stipulating his faculties and prior notification in writing made to the Terminal Operator, appoint an agent / representative in respect of the Services (hereinafter the "Agent"), in which case the User shall be deemed to have authorised the Agent to act on the User's behalf in respect of all matters hereunder including to pay or receive payments from the Terminal Operator all sums due under these Standard Conditions, the foregoing unless the User notifies the Terminal Operator, in writing, about the Agent's restrictions:

- . 8.1.1 The Terminal Operator shall be entitled at any time and regularly hereafter, to act upon any instruction, request, notice or other communication from the Agent without prior reference or confirmation from the User, and to receive from and pay to the Agent any sums due under these Standard Conditions (including any rebate);

- . 8.1.2 Any payment made by the Terminal Operator to the Agent pursuant to these Standard Conditions shall be held by the Agent in its capacity as receiver for the User and the receipt by the Terminal Operator of such payment shall be a full and sufficient discharge of the Terminal Operator in respect of such payment; and
- . 8.1.3 The Power of Attorney, as an original or as a certified copy, should be delivered by the User to the Terminal Operator under Condition 8.1; and the appointment shall continue in force until the Terminal Operator receives written notice from the User in which it is informed that as from the date of such notification the Agent has ceased to be such, and therefore is no longer authorized to receive or make payments on behalf of the User.

9. RATES AND PAYMENT

9.1 In consideration of the provision of the Services, the User will pay the Rates, which may eventually be modified by the Terminal Operator.

- . 9.2 Unless otherwise agreed in writing, all Rates shall be paid in advance prior to the provision of the Services.
- . 9.3 All Rates do not include value added tax and any other tax, duty or fee imposed at any point by any government or other authority, which shall be paid by the User at the rate and in the manner prescribed by law.
- . 9.4 Unless otherwise agreed in writing, all payments owed by the User under these Standard Conditions shall be paid in full without any set-off, abatement, restriction or condition, and without any deduction in respect of bank charges or otherwise, or withholding for or on account of a counter-claim.
- . 9.5 The invoice will be due at the moment that it is presented to the User. The Terminal Operator reserves the right to charge interest at a rate of 1.5% percentage points above Libor's base rate at any moment, calculated on a daily basis, on all amounts not received by the due date for payment.
- . 9.6 Without prejudice to any other rights and remedies, under these Standard Conditions, or otherwise, the Terminal Operator may have a general or specific privilege and/or lien on the Cargo (including the right to retain), the Containers and any documents relating thereto for all sums due at any time to the Terminal Operator under these Standard Conditions or otherwise.

10. LIABILITY

. 10.1 Container Ship

- . 10.1.1 The Terminal Operator shall only be liable for loss of or damage to any Container Ship, including its gear and all other equipment, to the extent the loss or damage was caused by the negligence or wilful misconduct of the Terminal Operator or any other party for whom the Terminal Operator is directly responsible.

- . 10.1.2 The Terminal Operator's liability by negligence or wilful misconduct under Condition 10.1.1 shall always be limited to the lesser of the following amounts: (a) the reasonable repair cost or replacement cost of the lost or damaged asset (with an item of the same specie, age and in the same condition) of the Container Ship, or (b) the total cost of the Services provided by or requested to the Terminal Operator.

. 10.2 Containers

- . 10.2.1 The Terminal Operator shall only be liable for loss of or damage to any Container to the extent such loss or damage was caused by the negligence or wilful misconduct of the Terminal Operator or any other party for whom the Terminal Operator is directly responsible.

- . 10.2.2 The Terminal Operator's liability under previous Condition 10.2.1 shall be limited to the lesser of the following amounts: (a) the reasonable repair cost or replacement cost (with an item of the same specie, age and in the same condition) of the Container affected, or (b) the total cost of the Services provided by or requested to the Terminal Operator.

. 10.3 Cargo

- . 10.3.1 The Terminal Operator (or any other party for whom the Terminal Operator is responsible) shall be entitled to avail itself of the defences, limitations and exclusions of liability, which are available to the User under the bill of lading or other transport documents, evidencing a contract of carriage, which has been issued in respect of Cargo carried by the User.

10.3.2 Where no bill of lading or other transport document as aforesaid has been issued in respect of the Cargo, the Terminal Operator shall only be liable for loss of or damage to any Cargo to the extent that it was caused by the negligence or wilful misconduct of the Terminal Operator or any other party for whom the Terminal Operator is responsible, and

such liability shall be limited to the lesser of: (a) the reasonable repair cost or replacement cost (with an item of the same nature, age and in the same condition) of the Cargo; or (b) a maximum of two (2) SDRs per kilo of gross weight of the Cargo lost or damaged.

. 10.4 Delay

. 10.4.1 The Terminal Operator accepts no responsibility whatsoever and howsoever arising (including negligence) with regard to any failure to adhere to any timeframe, or any delay in the performance of the Services (including to Containers, Cargo or Container Ships).

. 10.4.2 Without prejudice to Condition 10.4.1, if the Terminal Operator is found liable for loss or damage caused by delay or if the Terminal Operator fails to adhere to the timeframes agreed on the performance of the Services, the Terminal Operator's liability shall not under any circumstance exceed a sum equal to the amount of the Rates in respect of the Services provided in relation to the relevant Containers, Cargo or Container Ships.

. 10.5 Exclusions

. 10.5.1 The Terminal Operator shall not be liable for loss of or damage to any Container Ship, Container or Cargo under the provisions of this Condition 10 unless the User can establish that the loss or damage was directly caused by the Terminal Operator, whilst such Container, Ship, or Cargo had been under the Custody of the Terminal Operator. If the loss or damage is the result or consequence of the act or omission of the User or any other person, the Terminal Operator shall be exonerated from any liability.

. 10.5.2 The Terminal Operator shall not be liable for loss of or damage to any Container Ship, Container or Cargo under the provisions of this Condition 10, unless the Terminal Operator's cargo handling equipment was used.

. 10.5.3 Except for the causes set out in Condition 10, the Terminal Operator shall not be liable for loss of or damage to any Container Ship, Cargo or Container howsoever arising (whether caused by negligence or otherwise).

. 10.6 General liability

. 10.6.1 Notwithstanding any other provision of these Standard Conditions, the

Terminal Operator in no situation and under no circumstance shall be held liable for any loss of profit, loss of sales, interruption of business, loss of goodwill or reputation, third party claims (in each case whether direct or indirect) or for any indirect or consequential loss or damage, punitive and indirect damages in respect any claims, losses or damages, whether arising from tort (including negligence), bailment, breach of contract, breach of statutory duty, or otherwise, under or in connection with these Standard Conditions, performance or any failure or delay in performance of the Services or any obligation under these Standard Conditions (including delay of a Container Ship or Cargo) or termination of the agreement constituted by these Standard Conditions.

- . 10.6.2 None of the provisions in these Standard Conditions shall exclude or restrict the Terminal Operator's liability for death, any type of disability or personal injury caused by its negligence or any other act or omission, for which it is proved to be responsible, however, such liability will be limited in the terms of the applicable law.

- . 10.7 Applicability to actions in tort

- . 10.7.1 The defences, exclusions and limits of liability provided in these Standard Conditions shall apply to any action, claim, or lawsuit against the Terminal Operator, whether the action be found in tort, bailment, contract, breach of express or implied warranty or otherwise.

- . 10.8 Notification of claims

- . 10.8.1 Any claim by the User against the Terminal Operator arising in respect of any Service provided to the User, or which the Terminal Operator has undertaken to provide, must be made and notified in writing to the Terminal Operator within a maximum period of (30) thirty calendar days, as from the date of the event or alleged occurrence which has given rise to a cause of action against the Terminal Operator.

- . 10.8.2 The parties agree that any claim not made and notified in accordance with Condition 10.8.1 shall be deemed to be waived and absolutely barred.

Any claim by the User arising from any Service provided by the Terminal Operator, can also be filed to the correspondent Port Administration.

. 10.9 Time limit for claims

10.9.1 Notwithstanding the provisions of Condition 10.8, the Terminal Operator shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any Service provided to the User, or which the Terminal Operator has undertaken to provide, unless legal proceedings are brought and the appropriate written notice is given to the Terminal Operator within twelve (12) months as from the date of occurrence of the event or circumstance that has given rise to a cause of action against the Terminal Operator.

. 10.10 De minimis Clause.

. 10.10.1 The User shall only be entitled to bring a claim howsoever arising (including those related to negligence) in the event the amount of any such individual claim exceeds the amount of US\$500 (five hundred US dollars).

. 10.11 Indemnity for excess liability

10.11.1 The User shall promptly indemnify the Terminal Operator against any and all Liabilities howsoever assumed, incurred or suffered by the Terminal Operator, its employees, servants, agents, insurers or re-insurers as a result of or in connection with any claim made by any third party (including without limitation a claim made by the owner of the Ship, Cargo or Container or any other person who is or may become interested in the Ship, Cargo or Container or any customs authority) (in this Condition a "**Third Party Claim**");

- . (a) when the Third Party Claim arises from or in connection with the Services (whether caused by the Terminal Operator's negligence or otherwise); and
- . (b) to the extent that the Third Party Claim exceeds the Terminal Operator's Liability to the User under these Standard Conditions.

10.12 Without prejudice to any other provisions of these Standard Conditions, the User shall incorporate into the bill of lading, and other transportation documents evidencing contracts of carriage issued in respect of Cargo carried by the User, a clause to the effect that while acting in the course of or pursuant to these Standard Conditions, the Terminal Operator shall be entitled to the benefit of all provisions or clauses in the bill of lading or other transport document to the extent that such provisions and clauses benefit the User, but no further, and the Terminal Operator hereby accepts such benefit for itself and any party for whom it is responsible.

10.13 The Terminal Operator authorises, empowers and directs the User to act, and the User hereby agrees to act, as the Terminal Operator's trustee and/or agent for the exclusive and limited purpose only of complying with Condition 10.12.

11. INSURANCE

. 11.1 The Terminal Operator shall be bound to maintain property insurance as may be required by the Assignment Agreement and the Ports Law; and

. 11.2 The Terminal Operator shall, at its own expense, procure and maintain policies of insurance covering any liabilities assumed by it under these Standard Conditions.

12. FORCE MAJEURE

12.1 Neither party shall be liable to the other for any loss or damage to any Cargo, Container or Container Ship, delay or non-performance of its obligations under these Standard Conditions to the extent that such delay or non-performance is due to any act of God or force majeure, such as (but not limited to): flood, severe weather condition, storm, tempest, epidemic, pandemic, compliance with any law, order, rule or regulation of any government or other authority, acts of any governmental or super-national authority, war or national emergency, riots, civil commotion, acts of terrorism, piracy, fire, explosion, heat or cold (including heat within the Cargo itself and unintended exposure to natural or artificial light), criminal acts, computer viruses, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce) shortages of labour, materials and services and inability or delay in obtaining supplies when they could not be predictable or, when predicted, could not be resisted or avoided and restrict the total or partial fulfilment of their obligations, as well as other events beyond a party's reasonable control, as long as the party who claims the act of god or force majeure event has not contributed or given cause to it.

. 13 CONFIDENTIALITY

. 13.1 The parties undertake that they shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Condition 13.2. The Confidential Information shall be deemed as an industrial secret.

. 13.2 Each party may disclose the other party's Confidential Information:

- . 13.2.1 to its employees, officers, agents, representatives or professional advisers who need to know such information for the purposes of performing the party's obligations under these Standard Conditions; and in the understanding that all of the above shall maintain the obligation of not disclosing the Confidential Information.
- . 13.2.2 as may be required by law, court order or any governmental or regulatory authority to the extent expressly required.
- . 13.3 If either party breaches this Condition 13, the other party shall have the right to immediately obtain the payment of damages and losses that may be caused and/or to bring any legal actions to which both may be entitled according to the law.
- . 13.4 No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under these Standard Conditions.

. **14 ASSIGNMENT AND SUB-CONTRACTING**

14.1 The Terminal Operator may assign, without the need of a previous notice or consent by the User, any or all of its obligations under these Standard Conditions.

14.2 The User shall not assign, substitute or otherwise dispose of its rights or obligations under these Standard Conditions or any part thereof without the prior written consent of the Terminal Operator (such consent is not to be unreasonably withheld or unduly delayed).

14.3 The Terminal Operator may sub-contract any part of its obligations under these Standard Conditions.

15 GENERAL PROVISIONS

- . 15.1 These Standard Conditions, together with any document expressly incorporated to it by the parties (if any), comprise the entire agreement between the parties with respect to the provision of the Services, and any representations or statements made elsewhere, whether orally or in writing, are hereby excluded (including without limitation the representations or statements made negligently), in the understanding that this Condition shall not exclude or limit any liability or any right which any party may have in respect of pre-contractual statements made or given fraudulently

and such supersede all previous agreements and arrangements between the parties with respect to the provision of the Services. If the User's documentation contains additional terms or conditions which are contrary to these Standard Conditions, each additional or varying term or condition shall be of no effect.

- . 15.2 The User acknowledges that it does not enter into these Standard Conditions in reliance on any representation, warranty or other undertaking or understanding not specifically reflected in these Standard Conditions, and that any other conditions, warranties or other terms implied by statute or any other way are hereby excluded to the fullest extent permitted by law.
- . 15.3 If any provision of these Standard Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, then these Standard Conditions will be deemed amended to the extent necessary in order to render such provision valid and enforceable as the rest of the Standard Conditions. If a court declines to amend these Standard Conditions as previously provided herein, the invalid, illegal or unenforceable provision will be eliminated and the remainder of the provisions hereof will continue in full force and effect as if these Standard Conditions had been executed without the invalid, illegal or unenforceable provision that was eliminated.
- . 15.4 In the event of any such severance as described in Condition 15.3, the parties will negotiate in good faith with a view to replacing the provisions so severed with legal and enforceable provisions that have similar economic and commercial effect to the provisions so severed.
- . 15.5 The failure of either party to insist upon strict performance of any provision of these Standard Conditions, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by these Standard Conditions.
- . 15.6 The failure or waiver to claim any breach of the Standard Conditions shall not constitute a waiver of any subsequent claim for a breach of contract.
- . 15.7 No waiver of any of the provisions of these Standard Conditions shall be effective unless it is expressly stated in writing to be a waiver and such circumstance has been communicated to the other party in writing in accordance with the provisions of Condition 15.11.

- . 15.8 Except as expressly stated in these Standard Conditions, no right or remedy conferred upon any party by these Standard Conditions shall be exclusive of any other right or remedy howsoever arising and all such rights and remedies shall be cumulative.
- . 15.9 Any modification, variation, amendment or addition to these Standard Conditions must be in writing and signed by a duly authorised legal representative of each party.
- . 15.10 The Terminal Operator is an independent contractor under these Standard Conditions. Nothing in these Standard Conditions shall be construed or interpreted to constitute a partnership, association or joint venture between the parties, or to make one party an agent or representative of the other party. Neither party shall hold itself out as an agent of or in a joint venture with the other party. The User shall have no authority to act on behalf of the Terminal Operator, and the Terminal Operator shall have no authority to act on behalf of the User, except to the extent necessary for the Terminal Operator to accomplish its obligations under these Standard Conditions.
- . 15.11 Notices which serve to alter or revise the terms of these Standards, or notices in respect of claims or legal actions or which otherwise have a material impact on these Standard Conditions shall be in writing in Spanish and served personally to the registered office of the other party, registered e-mail or courier service acknowledging receipt.
- . 15.12 These Standard Conditions and any disputes or claims arising out of or in connection with its subject matter or interpretation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Mexico.
- . 15.13 Any claims against the Terminal Operator under these Standard Conditions or otherwise arising out of the Services shall be determined exclusively by the federal courts of Mexico City, Mexico, to which jurisdiction the User specifically and irrevocably submits.
- . 15.14 The Terminal Operator shall be entitled to bring legal proceedings against the User in the courts of England and Wales, or in any other jurisdiction (including jurisdiction(s) where the User has a place of business, goods or assets), and the legal proceedings filed by the Terminal Operator in one or more jurisdiction shall not preclude the legal proceedings filed in any other jurisdiction proceed, whether

concurrent or not.-----