

Terms & Conditions Definitions

On this Air Waybill, "we," "our," "us," and "BIL Express" refer to Brazilian International Logistic Transporte e Armazenagem LTDA., its subsidiaries, branches, and controlled entities, and their respective employees, agents, and independent contractors.

"You" and "your" refer to the shipper and its employees, principals, and agents. If your shipment originates outside Brazil, your contract of carriage is with the BIL Express subsidiary, branch, controlled entity, or independent contractor who originally accepts the shipment from you.

"Package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, meters, manifests, or waybills.

"Shipment" means all packages which are tendered to and accepted by us on a single Air Waybill.

Agreement to Terms

By giving us your shipment, you agree, regardless of whether you sign the front of this Air Waybill, for yourself or as an agent for and on behalf of any other person having an interest in this shipment, to all terms on this NON-NEGOTIABLE Air Waybill, and as appropriate to all terms in any BIL Express transportation agreement between you and BIL Express covering this shipment, and in any applicable tariff, and in our current Service Guide or Standard Conditions of Carriage, copies of which are available upon request. If there is a conflict between the Air Waybill and any such document then in effect, the transportation agreement, tariff, Service Guide, or Standard Conditions of Carriage will control, in that order of priority.

No one is authorized to alter or modify the terms of our agreement. This Air Waybill shall be binding on us when the shipment is accepted; we may mark this Air Waybill with an employee number as our signature, or our printed name shall be sufficient to constitute our signature of this Air Waybill.

Your Obligations You warrant that each article in the shipment is properly described on this Air Waybill and any export documents, acceptable for transport by us, and properly marked, addressed (including postal code), and packed to ensure safe transportation with ordinary care in handling.

You are responsible for all charges and possible surcharges, customs duties and assessments including fees related to our prepayment of the same, governmental penalties and fines, taxes, and our lawyers' fees and legal costs, related to this shipment. **Air Carriage Notice** If the carriage of your shipment by air involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention and any of its subsequent amendments and protocols ("Warsaw Convention") may be applicable and govern and in most cases limit our liability for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation, or failure to provide information in connection with your shipment. In certain countries, the Warsaw Convention limits our liability to US\$9.07 per pound (US\$20.00 per kilogram) (or the equivalent in local currency), unless you declare a higher value for carriage as described below. There are no stopping places which are agreed at the time of tender of the shipment, and we reserve the right to route the shipment in any way we deem appropriate.

Road Transport Notice Shipments transported partly or solely by road, be there an explicit agreement to do so or not, into or from a country that is a party to the Convention on the Contract for International Carriage of Goods by Road (the "CMR") are subject to the terms and conditions of the CMR, notwithstanding any other provisions referred to or in this Air Waybill to the contrary, except that the higher limitations of liability as set forth in these conditions shall remain applicable as opposed to those set forth in the CMR.

Limitation of Liability

If not governed by the Warsaw Convention, the CMR, or any other international treaties, laws, other governmental regulations, orders, or requirements, our maximum liability for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation, or failure to provide information in connection with your shipment is limited by this Air Waybill to US\$100 per

shipment or US\$9.07 per pound (US\$20.00 per kilogram) (or the equivalent in local currency), whichever is greater, unless you declare a higher value for carriage as described below. If you declare a higher value, you must pay an additional charge for each additional US\$100 (or the equivalent in local currency) of declared value for carriage.

Please call us or refer to our rate sheets in effect at the time of shipment for an explanation of the additional charge. If you declare a higher value for carriage and pay the additional charge, our maximum liability will be the lesser of your declared value for carriage or your actual damages.

We do not provide cargo liability or all-risk insurance.

Declared Value Limits The highest declared value we allow for a package is US\$100 or US\$9.07 per pound (US\$20.00 per kilogram) (or the equivalent in local currency), whichever is greater.

Please check our Service Guide, our Standard Conditions of Carriage, or any applicable tariff for an explanation of the declared value limits. If you send more than one package using a single Air Waybill, the declared value for carriage of each package will be determined by dividing the total declared value for carriage by the number of packages in the shipment.

Liabilities Not Assumed SUBJECT TO THE SERVICE CONDITIONS CONTAINED IN THIS AIR WAYBILL, ANY APPLICABLE TARIFF, OUR SERVICE GUIDE, OR OUR STANDARD CONDITIONS OF CARRIAGE, WE WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE OR US\$100 OR US\$9.07 PER POUND (US\$20.00 PER KILOGRAM) (OR THE EQUIVALENT IN LOCAL CURRENCY), WHICHEVER IS GREATER, WHETHER OR NOT WE KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS. We will not be liable for your acts or omissions, including but not limited to incorrect declaration of cargo; improper or insufficient packing, securing, marking, or addressing of the shipment; or for the acts or omissions of the recipient or anyone else with an interest in the shipment. Also, we will not be liable if you or the recipient violates any of the terms of our agreement. We will not be liable for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation, or failure to provide information in connection with shipments of cash, currency, or other prohibited items. We will not be liable for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation, or failure to provide information in connection with your shipment caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. **No Warranties** We make no warranties, express or implied. **Claim for Loss, Damage, or Delay** ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE ANY APPLICABLE TARIFF, OUR SERVICE GUIDE, OR OUR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS.

The right to damages against us shall be extinguished unless an action is brought within two (2) years from the date of delivery of the shipment or from the date on which the shipment should have been delivered. Within forty-five (45) days after notification to us of the claim, it must be documented by sending to us all relevant information about it.

We are not obligated to act on any claim until all transportation charges have been paid; the claim amount may not be deducted from those charges. If the recipient accepts the shipment without noting any damage on the delivery record, we will assume the shipment was delivered in good condition.

In order for us to consider a claim for damage, the contents, original shipping cartons, and packing must be available to us for inspection.

Right to Inspect Your shipment may, at our option or at the request of governmental authorities, be opened and inspected by us or such authorities at any time.

Responsibility for Payment Even if you give us different payment instructions, you will always be primarily responsible for all charges, including transportation charges and possible surcharges, customs and duties assessments including fees related to our pre-payment of the

same, governmental penalties and fines, taxes, and our lawyers' fees and legal costs, related to this shipment. You also will be responsible for any costs we may incur in returning your shipment to you or warehousing it pending disposition.

Customs Clearance

By giving us this shipment, you hereby appoint us as your agent, and as agent for the consignee, solely for performance of customs clearance and certify us as the nominal consignee for the purpose of designating a customs broker to perform customs clearance. In some instances, local authorities may require additional documentation confirming our appointment.

It is your responsibility to provide proper documentation and confirmation when required. You are responsible for and warrant your compliance with all applicable laws, rules, and regulations, including but not limited to customs laws; import, export, and re-export laws; and governmental regulations of any country to, from, through, or over which your shipment may be carried.

You agree to furnish such information and complete and attach to this Air Waybill such documents as are necessary to comply with such laws, rules, and regulations. We assume no liability to you or any other person for any losses or expenses due to your failure to comply with this provision.

You are also responsible for all charges, including transportation charges and possible surcharges, and all duties and customs assessments including fees related to our prepayment of same, governmental penalties and fines, taxes, and our lawyers' fees and legal costs, related to this shipment.

Export Control You authorize BIL Express to act as forwarding agent for you for export control and customs purposes. You hereby certify that all statements and information contained in this Air Waybill and any accompanying documents relating to exportation are true and correct. Furthermore, you understand that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements; for violation of any Brazil Laws on exportation, or for the violation of export laws of other countries.

Letter of Instruction If you do not complete all the documents required for carriage or if the documents you submit are not appropriate for the services or destination requested, you hereby instruct us, where permitted by law, to complete, correct, or replace the documents for you, or for the consignee, at your expense. However, we are not obligated to do so. If a substitute form of air waybill is needed to complete delivery of your shipment and we complete that document, the terms of this Air Waybill will continue to govern. We are not liable to you or any other person for our actions on your behalf under this provision.

Items Not Acceptable for Transportation We do not accept transportation of money (including but not limited to coins or negotiable instruments equivalent to cash such as endorsed stocks and bonds). WE EXCLUDE ALL LIABILITY FOR SHIPMENTS OF SUCH ITEMS ACCEPTED BY MISTAKE. Other items may be accepted for carriage only to limited destinations or under restricted conditions. We reserve the right to reject packages based upon these limitations or for reasons of safety or security. You may consult our Service Guide, Standard Conditions of Carriage, or any applicable tariff for specific details. **Mandatory Law** Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, governmental regulations, orders, or requirements, such provision shall remain in effect as part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provision shall not affect any other provision contained or referred to in this Air Waybill. Unless otherwise indicated, the sender's address indicated on the face of this Air Waybill is the place of execution and the place of departure, and the recipient's address listed on the face of this Air Waybill is the place of destination. Unless otherwise indicated, the first carrier of this shipment is Brazilian International Logistic Transporte e Armazenagem LTDA., Alameda Rio Negro, 1030 – sala 504 – 06454-000 - Barueri – SP - Brazil