

Local Appendix

deugro (Uruguay) S.A. - General Terms and Conditions

- Values and conditions are based on dimensions and weights reported at the time of the request for quotation. deugro reserves the right to revise such values and conditions whether occurs any deviation of the information provided by the Client, including but not limited to changes in the dimensional, amount, weight, origin, destination and/or center of gravity displacement.
- Amounts and conditions are based on the current market. Variations at the time of shipment (VATOS - Valid at time of Shipment) may occur.
- Values and conditions do not include any taxes and/or Ad-valorem/GRIS that may be levied on this Proposal shall be borne by the Client.
- Any and all costs arising out from inspection requirements by the customs authorities at the country of origin or destination shall be fully reimbursed by the Client and/or its representatives.
- Present proposal does not include international insurance of the cargo which may be offered to the Client in separate, upon request.
- In case deugro provides for the international cargo insurance to the Client, collection of same must be duly declared in the Bill of Lading.
- In case deugro is requested by competent authorities to remove the cargo due to an accident, deugro shall be exempted of any damage to the cargo. Costs arising out of such removal shall be borne by deugro in case properly verified and proved its liabilities over the accident.
- In case of operations with Incoterm DAP or DDP any taxes arising out from specific financial operations shall be borne by the Client and/or its representatives.
- deugro's liabilities cover the transport of cargo with added value. If the cargo value exceeds limits, deugro shall be exempted from any liabilities through the execution of a LOI (Letter of Indemnity).
- After acceptance in writing of the present Commercial Proposal by returning same duly executed by e-mail, Client and/or its representatives accept and acknowledge that the values contained herein are due to deugro and that this Proposal shall be bidding upon the parties as a contract in all its rights and obligations, as well as subject to enforcement in its legal terms.
- After acceptance of this Proposal in writing by the Client, deugro shall initiate subcontracting procedures relative to the logistic solution. In case Client and/or its representatives refrain to proceed after acceptance, any penalties eventually imposed on deugro by its subcontractors shall be borne by the Client and/or its representatives, including but not limited to demurrage and/or dead freight.
- deugro's liability for damages arising out of the implementation of the transport services shall be limited in accordance with the terms and conditions set forth in the verse of the Bill of Lading (Hamburg Rules, Hague Visby, Warsaw, Montreal International Convention, among others).
- deugro renders its services in accordance with the FIATA/IATA Rules (latest edition).
- If deugro incurs in additional costs in complying with Client's instructions to take alternative measures to circumvent a force majeure event such as strike and bad weather, and provided deugro has informed Client accordingly, deugro shall be entitled to be reimbursed by the Client for these additional costs in its integrity.
- deugro shall not be liable for any consequential and/or indirect damage, as well as for profit loss.

END OF DOCUMENT

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