

## GENERAL TERMS AND CONDITIONS OF SERVICE OF FRONTLINE LOGISTICS PERU S.A.C.

### 1. Interpretation

The following definitions shall apply to the Services provided by or on behalf of FRONTLINE LOGISTICS PERU SAC to the Customer:

- FRONTLINE LOGISTICS PERU S.A.C., whose trade name is MASTERLINE LOGISTICS PERU (MLPE), is an international freight forwarding agency operating in Peru, dedicated to services related to international air, sea, and land transport.
- “Agent” means a person or entity acting on behalf of and for the account of a third party.
- “Customer” means a natural or legal person who purchases the services offered by FRONTLINE LOGISTICS PERU S.A.C.
- “Consignee”: means the natural or legal person to whom the Goods are sent/consigned.
- “Authority”: means a duly constituted person, legal or administrative entity acting within its legal powers and exercising jurisdiction in any nation, state, municipality, port, or airport.
- “Days”: means calendar days, unless specified to refer to business days.
- “Documentation”: means all information received directly or indirectly from the Customer, whether in physical or electronic format.
- “Goods”: means any goods, items, and/or property that are the subject of the Services offered by FRONTLINE LOGISTICS PERU S.A.C. for or on behalf of the Customer.
- “Third Parties”: means carriers, truckers, ports, airports, shippers, customs brokers, agents, warehouses, and others to whom the Goods are entrusted or related for transportation, carriage, handling, delivery, and/or storage or otherwise.
- “Owner,” if not the Customer, means the owner, shipper, and/or consignee of the Goods, and any other person who is or may be interested in the Goods.
- “Services”: refers to freight transportation, customs brokerage, warehousing, transportation, transportation management, and any other services described in the agreement and/or quotation for services offered by FRONTLINE LOGISTICS PERU S.A.C.
- “Conditions”: means the present general terms and conditions of FRONTLINE LOGISTICS PERU S.A.C. in the provision of services requested by the Customer.
- “Force majeure”: means any event or circumstance beyond the reasonable control of the party affected by it, including acts of God or public enemy, fires, floods, earthquakes, exceptionally severe weather conditions or other natural disasters, pandemics or epidemics, strikes, lockouts, accidents, labor disputes, wars, terrorist activities, civil commotion, riots, cyberattacks, and/or orders, requests, instructions, rules, or regulations of any Authority.
- “Loading unit”: means the set of grouped or packaged goods that can be handled, transported, and stored in boxes, pallets, drums, containers, etc.
- “Dangerous Goods”: means any Cargo Unit classified or described as dangerous in the Dangerous Goods Code issued by the International Maritime Organization (the “IMO CODE”) or in the IATA Dangerous Goods Regulations (DGR) based on the ICAO Technical Instructions, or in the

applicable tariff. It also refers to any Cargo that may pose a risk to the means of transport (sea, air, land, rail, etc.), to other Cargo, property, or persons.

- “Shipping document”: Document issued by the carrier, authorized agent, or logistics operator, which certifies receipt of the Goods, establishes the conditions of transport, and, where applicable, confers rights over the Goods. In international maritime transport, this refers to the Bill of Lading or BL; in international air transport, the Air Waybill or AWB; and in international land transport, the Waybill or AWB.

## **2. FRONTLINE LOGISTICS PERU S.A.C. as agent**

In providing international freight forwarding services, FRONTLINE LOGISTICS PERU S.A.C. acts as an intermediary on behalf of and for the account of the Customer when entering into agreements with carriers, shipping brokers, warehouses, stevedores, customs agents, depositaries, and other parties that provide services in the execution of the logistics operation, thereby establishing direct commercial relationships between the Customer and such third parties. FRONTLINE LOGISTICS PERU S.A.C. is responsible for the diligent selection of these parties, as well as for the correct transmission of the instructions received from the Customer.

FRONTLINE LOGISTICS PERU S.A.C. shall not be liable for the acts and omissions of third parties in the exercise of their activities and in the performance of the service agreed upon by the Customer, having exercised due diligence in contracting the third party.

Except to the extent that negligence on the part of FRONTLINE LOGISTICS PERU S.A.C. is proven, the Customer shall

defend, indemnify, and hold harmless FRONTLINE LOGISTICS PERU S.A.C. from and against any and all liability, loss, damage, cost, or expense arising out of agreements entered into to fulfill the Customer's requirements in the performance of the agreed service.

## **3. Quotes**

Quotes for international service rates, transportation costs, insurance premiums, or other services provided by FRONTLINE LOGISTICS PERU S.A.C. to the Customer are for commercial purposes and are subject to validity. Quotes are subject to the actual final operation carried out at the time-of-service fulfillment.

## **4. Customer Obligations**

The Customer warrants that they are the Owner of the Goods and accepts these terms and conditions.

The Customer and anyone acting on behalf of the Customer is responsible for providing FRONTLINE LOGISTICS PERU S.A.C. with sufficient and executable instructions, as well as all the details and documentation necessary for FRONTLINE LOGISTICS PERU S.A.C. to provide the Services. This includes a description, details of the Goods, nature and classification, storage and transport conditions in terms of temperature and humidity, documentation for security analysis, economic and financial records, etc. The Customer guarantees the accuracy and completeness of such data and documentation provided to FRONTLINE LOGISTICS PERU S.A.C.

The Customer guarantees that the Goods are properly packed, packaged, classified, sealed, labeled, and in general condition for air, land, and/or sea transport, as applicable.

## 5. Accuracy of the information provided

The Customer acknowledges that it is obligated to review all documents and statements prepared and/or submitted to government entities and/or third parties and shall immediately inform FRONTLINE LOGISTICS PERU S.A.C. of any error, discrepancy, incorrect statement, or omission in any statement or other communication submitted on behalf of the Customer.

FRONTLINE LOGISTICS PERU S.A.C. relies on and depends on the accuracy of all documentation provided by the Customer in writing and in electronic format for the preparation and submission of customs declarations, export declarations, applications, security documents, and other required documents.

For the provision of Maritime Freight Services, the Customer or Customer's Agent shall provide FRONTLINE LOGISTICS PERU S.A.C. the verified gross mass (VGM) established in accordance with method one or two according to the SOLAS Convention Guidelines for each full container load (FCL) or each less than container load (LCL) shipment within the deadlines established by FRONTLINE LOGISTICS PERU S.A.C.

The Customer acknowledges and agrees that FRONTLINE LOGISTICS PERU S.A.C. will rely on the accuracy and timeliness of the verified gross mass information and will use it to fulfill its obligations to subcontractors in accordance with the SOLAS Convention. The Customer shall indemnify FRONTLINE LOGISTICS PERU S.A.C. against any claims, costs, or consequences resulting from or connected with the verified gross mass information

that is proven to have been provided inaccurately, incompletely, or late by or on behalf of the Customer.

## 6. Subcontracting

FRONTLINE LOGISTICS PERU S.A.C. shall have the right to subcontract or entrust employees, subcontractors, and/or agents with the provision of any part of the Services, at any time, as it deems necessary for the proper fulfillment of the Service.

When FRONTLINE LOGISTICS PERU S.A.C. subcontracts any part of the Services, FRONTLINE LOGISTICS PERU S.A.C. shall enjoy, with respect to the subcontracted Services, the full benefit of all rights, limitations, and exclusions of liability that correspond to the subcontractor as agreed with FRONTLINE LOGISTICS PERU S.A.C.

Notwithstanding any applicable law, statute, or regulation, FRONTLINE LOGISTICS PERU S.A.C.'s liability to the Customer shall in no event exceed the amount that FRONTLINE LOGISTICS PERU S.A.C. can recover from the subcontractor involved. In the event that the Customer has any disagreement, claim, or complaint regarding the service provided by a subcontractor, they must communicate this exclusively to FRONTLINE LOGISTICS PERU S.A.C., which will be the only party authorized to carry out any corresponding action, negotiation, or agreement, with the Customer being obliged not to establish direct contact with the subcontractor for such purposes,

FRONTLINE LOGISTICS PERU S.A.C. will inform the Customer of decisions regarding the means of transport, routes, journeys, stopovers, detours, loading or unloading

points, as well as any temporary or indefinite storage operations carried out by subcontractors. Such decisions may be modified at any time and without prior notice, as required by operational continuity, cargo security, transport efficiency, or circumstances specific to the provision of services by subcontractors.

Consequently, FRONTLINE LOGISTICS PERU S.A.C. shall not be liable for changes in means of transport, route alterations, detours, rescheduling, unexpected storage, or other operational variations adopted by subcontractors, provided that such actions have been taken to ensure the continuity of service provision.

#### **7. Operational freedoms of means of transport**

The vessel shall always be free to enter dry dock, go to repair yards, change berths, move or stow the Goods, and load fuel or provisions. FRONTLINE LOGISTICS PERU S.A.C may invoke these freedoms for any purpose, and any action taken in accordance with this Clause, or any delay arising therefrom, shall not be considered a breach or deviation by FRONTLINE LOGISTICS PERU S.A.C from the agreement entered with the Customer. If FRONTLINE LOGISTICS PERU S.A.C is held liable for any of these actions, it shall be entitled to avail itself of its defenses in full.

Notwithstanding the foregoing, when transportation is carried out by sea, air, or land, FRONTLINE LOGISTICS PERU S.A.C. assumes no responsibility for acts, omissions, operational or technical decisions made by carriers, operators, drivers, airlines, or land transportation companies, including, but not limited to,

delays, cancellations, detours, changes in route or itinerary, technical stops for refueling, driver rest breaks, security checks, mechanical failures, accidents, road or airport congestion, adverse weather conditions, operational restrictions, or provisions of competent authorities, even when such circumstances cause delays in the delivery of the Goods.

The occurrence of such events and the consequences of changing or modifying the delivery date of the Goods do not constitute a breach of the agreement between FRONTLINE LOGISTICS PERU S.A.C. and the Customer; therefore, it does not give rise to penalties or compensation of any kind against FRONTLINE LOGISTICS PERU S.A.C.

#### **8. Delivery times**

Delivery times are not guaranteed by FRONTLINE LOGISTICS PERU S.A.C. ETAs (Estimated Time of Arrival), ETDs (Estimated Time of Departure), or other similar estimated or indicative times/dates shall not be construed as a guarantee of time by FRONTLINE LOGISTICS PERU S.A.C.

#### **9. Customs clearance**

Customs Services shall be subject to the Customer separately formalizing a business relationship with a customs agent of their choice, provided that the Customer has not expressed in writing their willingness to perform the Customs Service with one of the customs agents subcontracted by FRONTLINE LOGISTICS PERU S.A.C.

The Customer agrees to be responsible for the payment of all customs duties, excise taxes, taxes, fines, penalties, and/or interest owed, third-party expenses, and expenses related to customs operations in connection

with the import and/or export of the Goods, and shall indemnify and hold harmless FRONTLINE LOGISTICS PERU S.A. C. from any liability (individual and/or joint) for the same that FRONTLINE LOGISTICS PERU S.A.C. may incur in relation to costs or expenses (including reasonable legal fees and costs) associated with the defense against such liability.

## **10. Insurance**

Unless the Customer requests it in writing and confirms their willingness to purchase insurance, FRONTLINE LOGISTICS PERU S.A.C is not obligated to purchase insurance on behalf of the Customer. In cases where FRONTLINE LOGISTICS PERU S.A.C arranges insurance on behalf of the Customer, the Customer shall pay all premiums, deductibles, and costs related to the purchase of the requested insurance. All insurance arranged by FRONTLINE LOGISTICS PERU S.A.C is subject to the usual exceptions and conditions of insurance policies.

FRONTLINE LOGISTICS PERU S.A.C. shall have no obligation to arrange separate insurance for the Goods; insurance is the direct responsibility of the customer and is excluded from FRONTLINE LOGISTICS PERU S.A.C.

## **11. Dangerous Goods**

In the event that FRONTLINE LOGISTICS PERU S.A.C agrees to provide services to the Customer in relation to Dangerous Goods, the Customer is obliged to inform FRONTLINE LOGISTICS PERU S.A.C of the special conditions of the Goods, including Dangerous Goods, Restricted Goods, and Prohibited Goods, as defined in the terms and conditions of the Transport Documents and applicable regulations, prior to

shipment, in order to verify compliance with the shipping line, carrier, and/or legislation. Likewise, the Customer must ensure that the Goods are properly packaged and labeled according to their nature and in compliance with the corresponding international regulatory requirements for their transport by air and sea, storage, and/or safe and proper handling.

Whenever it is noticed or determined that the Goods represent a risk to the means of transport, other cargo, property, or persons, constitute contraband, or are prohibited under applicable law at the port or place of loading, unloading, stopover, or any point of Transport. FRONTLINE LOGISTICS PERU S.A.C. will comply with the instructions issued by the competent authorities, including Customs, port authorities, health authorities, etc. These authorities have the power to order measures such as immobilization, confiscation, retention, redispach, destruction, or any other action that may be appropriate under the law with respect to the Goods.

FRONTLINE LOGISTICS PERU S.A.C. shall not be liable for the implementation of such measures, nor shall it be obliged to grant any compensation to the Customer. The Customer shall bear in full any loss, damage, fine, penalty, surcharge, administrative, operational, or logistical expense arising directly or indirectly from the nature of the Goods or from compliance with the orders of the authorities. The Customer agrees to indemnify and hold FRONTLINE LOGISTICS PERU S.A.C. harmless from any related claims. Likewise, the Customer shall assume and directly make any payment, guarantee, or bond that the competent authorities require to carry

out the ordered measures. If applicable insurance is available, the Customer may arrange the corresponding coverage with their insurance. FRONTLINE LOGISTICS PERU S.A.C. will cooperate by providing the information necessary for the investigation of the case.

## **12. Other Goods with Special Requirements**

Unless otherwise agreed in writing, FRONTLINE LOGISTICS PERU S.A.C will not accept or handle ingots, coins, precious stones, jewelry, valuables, antiques, photos, works of art, human remains, farm animals, pets, or plants. Notwithstanding the foregoing, if a Customer delivers or causes FRONTLINE LOGISTICS PERU S.A.C. to handle or manage any of these Goods, other than by virtue of prior agreements or notices. FRONTLINE LOGISTICS PERU S.A.C. shall not be liable for or in connection with such Goods, and the Customer shall indemnify and hold FRONTLINE LOGISTICS PERU S.A.C. harmless for any claims, costs, and consequences arising from the handling of such Goods.

Unless otherwise agreed in writing, FRONTLINE LOGISTICS PERU S.A.C. will not accept or handle Goods that require special measures in relation to their transport, storage, and/or handling (including Goods that require temperature control, humidity control, special security measures, oversized Goods, among others) without having been previously notified of their nature, handling instructions, appropriate temperature range, or the special attention required.

In the case of refrigerated, ventilated, or any other type of containers packed by or on

behalf of the Customer, the Customer undertakes to ensure that the Goods have been correctly packed in the container and that the thermostatic, ventilation, or any other special controls have been correctly adjusted prior to receipt of the Goods by FRONTLINE LOGISTICS PERU S.A.C. This includes, but is not limited to, the Customer undertaking to pre-cool or pre-heat the container(s) as appropriate, to load the Goods when they have been properly pre-heated or pre-cooled, and to ensure that the container has the appropriate thermostatic controls.

FRONTLINE LOGISTICS PERU S.A.C. shall not be liable for any loss or damage to the Goods arising from or resulting from the Customer's failure to comply with these obligations. FRONTLINE LOGISTICS PERU S.A.C. does not guarantee that the expected temperature will be maintained inside the container or air cargo. Likewise, FRONTLINE LOGISTICS PERU S.A.C. shall not be liable for any loss or damage to the Goods arising from latent defects, damage, breakdowns, defrosting, interruption of refrigeration, ventilation, or any specialized requirements at the plant, during the isolation and/or operation of the Container, ship, aircraft, means of transport, or other facility.

## **13. Containers**

The Customer shall assume full responsibility and indemnify FRONTLINE LOGISTICS PERU S.A.C for any loss or damage to the Containers and other equipment used in the performance of the service offered by FRONTLINE LOGISTICS PERU S.A.C that occurs while in the possession or control of the Customer, its agents, employees, or independent

contractors hired by or on behalf of the Customer.

The Customer shall indemnify and hold FRONTLINE LOGISTICS PERU S.A.C harmless from any loss or damage to the property of other Persons, injury, or death caused by the Container(s) used in the performance of the service offered by FRONTLINE LOGISTICS PERU S.A.C, or its contents during handling while in the possession or control of the Customer, its agents, employees, or independent contractors hired by or on behalf of the Customer.

If the container(s) supplied by or on behalf of FRONTLINE LOGISTICS PERU S.A.C are unpacked at the Customer's premises, the Customer is responsible for returning the empty container(s), with the interior brushed and cleaned, to the point or place designated by FRONTLINE LOGISTICS PERU S.A.C. within the period established in the applicable Rates.

If the container(s) is/are not returned within the established period, the Customer shall be liable for any detention, loss, or expense incurred by FRONTLINE LOGISTICS PERU S.A.C., including the cost of cleaning the interior of the container(s), among others.

#### **14. Load verification**

FRONTLINE LOGISTICS PERU S.A.C. reviews orders sent by Customers prior to acceptance; however, FRONTLINE LOGISTICS PERU S.A.C. shall not be obligated to verify the contents of shipping containers or shipments, or to review weights or dimensions. If FRONTLINE LOGISTICS PERU S.A.C. observes any ambiguity or inaccuracy, it will clarify this with the Customer.

If, by virtue of any of the rights of FRONTLINE LOGISTICS PERU S.A.C under a Bill of Lading, or by order of the competent authorities, a container or package must be opened and/or its seal broken, FRONTLINE LOGISTICS PERU S.A.C. shall not be liable for any loss or damage resulting from the opening, unpacking, inspection, reweighing, remeasurement, revaluation, or repackaging. The Customer shall indemnify FRONTLINE LOGISTICS PERU S.A.C. for the cost of all measures taken as indicated above.

#### **15. Export and import controls**

The Customer must ensure that the Goods are legally exported or imported from the origin to the destination, to any transit country, as instructed or agreed by the Customer, in compliance with applicable export control legislation. In addition, the Customer must carry out all necessary checks on the commercial parties involved and ensure that the Goods and/or any of the parties involved in the trade are not subject to restrictions, embargoes, or other legal limitations. It is the Customer's obligation to obtain and provide FRONTLINE LOGISTICS PERU S.A.C. with all necessary import, export, transit, and/or (re)transfer licenses related to the Goods.

FRONTLINE LOGISTICS PERU S.A.C. may, without incurring any liability, refuse to provide the Services for export control reasons if it reasonably believes that the origin, destination, or country of transit is restricted or embargoed, the Goods are restricted, if any of the parties involved in the trade is a denied or excluded party, or the licenses obtained and/or provided by the Customer are incorrect, missing, or incomplete.

FRONTLINE LOGISTICS PERU S.A.C. shall not be liable for delays caused by inspections carried out by or on behalf of FRONTLINE LOGISTICS PERU S.A.C. or any Authority for the purpose of investigating possible violations of export or import control regulations.

#### **16. Release and delivery of goods**

FRONTLINE LOGISTICS PERU S.A.C. is responsible for releasing shipping documents (Bill of Lading or Airway Bill) upon full payment for the service provided. This is done through the arrival notice or departure notice sent to the customer. In the case of customers with current credit approved in writing by the accounting and finance department, these documents are released directly.

If the Customer or Consignee fails to collect the Goods at the agreed time and place of delivery, any costs of damage, storage, delays, fines, penalties, or additional charges incurred by the Goods remaining at the premises of the carrier, warehouse, operator, ports, or airport shall be borne in full by the Customer. The Customer undertakes to pay such costs and to hold FRONTLINE LOGISTICS PERU S.A.C. harmless from any claims arising from this situation.

#### **17. Storage, The Customer agrees to:**

a) When the Goods are delivered to FRONTLINE LOGISTICS PERU S.A.C. for storage, they must be marked and packaged for proper and safe handling in accordance with applicable legal regulations, international regulations, and official or recognized standards. The packaging provided by the Customer must prevent the possibility or occurrence of damage or injury to the property of

FRONTLINE LOGISTICS PERU S.A.C. or any other property or the environment, whether through the spread of moisture, infestation, leakage, escape of gases, pests or substances, or any other means.

- b) Prior to delivery of the Goods for storage, the Customer shall inform FRONTLINE LOGISTICS PERU S.A.C. in writing of any special precautions or instructions required during the handling of the Goods due to their nature, weight, or condition, and of any legal obligations applicable to the Goods with which FRONTLINE LOGISTICS PERU S.A.C. must comply.
- c) If the Customer fails to notify FRONTLINE LOGISTICS PERU S.A.C. in writing, correctly and completely, prior to acceptance and provision of the service, that any of the Goods are or contain substances whose storage requires special conditions, authorizations, or licenses; the Customer shall pay an additional storage charge equivalent to the amount of the fine(s) or penalty(ies) that FRONTLINE LOGISTICS PERU S.A.C. is obliged to pay, and which is a consequence, in whole or in part, of the Customer's failure to give prior notice of the nature and condition of the Goods.
- d) If FRONTLINE LOGISTICS PERU S.A.C. suspects a breach of any of the Customer's commitments set forth in this clause, FRONTLINE LOGISTICS PERU S.A.C. may demand or carry out the immediate removal of the Goods stored without prior notice, at the Customer's expense. In such cases, the liability of FRONTLINE LOGISTICS PERU S.A.C. shall be limited in accordance with clause 19.
- e) The Customer guarantees that the stowage of the Goods in the Container(s), as well as their closure and sealing, are secure and adequate, and that the Goods and the

Container(s) are suitable for FRONTLINE LOGISTICS PERU S.A.C. in accordance with the terms of this document and the Carrier's Rates.

- f) For Containers transported by domestic rail in the US, the Customer or its supplier shall properly load, block, and brace the Goods in accordance with the American Association of Railroads (AAR) Intermodal Loading Guide for Goods in Trailers and Closed Containers, and shall notify and require all parties involved in loading the Goods into the Container(s) to comply with these requirements. In the event of a breach by the Customer of such warranties, FRONTLINE LOGISTICS PERU S.A.C. shall not be liable for any loss or damage to, or in connection with, the Goods or the Transportation resulting from such breach. The Customer shall be liable for loss or damage to any other property, personal injury, death, or the consequences of any other accident or event, and shall indemnify FRONTLINE LOGISTICS PERU S.A.C. in respect thereof.

## **18. Payment terms**

FRONTLINE LOGISTICS PERU S.A.C. has the right to increase prices at any time by notifying the Customer due to significant increases in costs beyond its reasonable control, including, but not limited to, government taxes and levies, fees, additional services, etc. In addition, all charges and/or payments exclude any imposed taxes, fees, or tariffs and are subject to the addition of the appropriate tax, duty, fee, or charge.

If any amount payable under this agreement is not paid on the due date of the collection document, except where such amount has been disputed in writing, the party in default shall pay the other party

default interest at the legal interest rate in the country of payment or, in the absence of such a legal rate, at the annual rate of twelve percent (12%) calculated and accrued at 1 percent (1%) per month on the outstanding and overdue balance.

Such interest and penalty shall accrue daily, provided that this right does not prejudice any other right or remedy with respect to such sum, payment shall be made within a maximum period of seven (7) calendar days.

FRONTLINE LOGISTICS PERU S.A.C. shall not be liable for the incorrect collection of freight charges, customs duties, taxes, fees, levies, or any other expenses incurred and charged for the contracted services not caused by FRONTLINE LOGISTICS PERU S.A.C.

FRONTLINE LOGISTICS PERU S.A.C shall not be liable for the incorrect collection of freight charges, customs duties, taxes, fees, levies, or any other expenses incurred and charged because of the contracted services not caused by FRONTLINE LOGISTICS PERU S.A.C.

## **19. Disclaimers and limitation of liability**

For transportation services, FRONTLINE LOGISTICS PERU S.A.C. shall not be liable for loss, damage, mis delivery, or non-delivery occurring beyond the limitations specified in the standard conditions printed on the back of the transportation documents (Bill of Lading, Air Waybill, Land Waybill) or in the applicable international conventions.

FRONTLINE LOGISTICS PERU S.A.C. shall not be liable for any loss, damage, or delay resulting from the acts or omissions of the Customer, Owner, or anyone acting on

behalf of the Customer; from compliance with the instructions given to FRONTLINE LOGISTICS PERU S.A.C. by the Customer. Owner or anyone authorized to give them, the inadequacy of the packaging or labeling of the Goods, unless such service has been requested in writing from FRONTLINE LOGISTICS PERU S.A.C.; the handling, loading, stowage, or unloading of the Goods by the Customer or Owner or anyone acting on their behalf; the inherent defectiveness of the Goods; acts or omissions of any Authority, riots, civil commotions, strikes, lockouts, work stoppages or restrictions for any reason; force majeure impediments and any other cause that FRONTLINE LOGISTICS PERU S.A.C. could not have avoided and whose consequences could not have been prevented.

## **20. Notification of loss or damage and claims**

Any apparent damage, loss, or damage to the cargo must be noted immediately on the transport document (HAWB, B/L, or Land Waybill) and/or the Proof of Delivery (POD) document, Delivery Note at the time of receipt of the Goods. The Customer must notify FRONTLINE LOGISTICS PERU S.A.C. within two (2) business days and report the apparent shortage, loss, or damage; and both parties shall take the necessary measures for a joint inspection and inspection by a third party (if the customer has taken out insurance) of the relevant Goods. Failure to do so will result in a presumption that the shipments were delivered in the condition indicated in the transport document.

Claims against FRONTLINE LOGISTICS PERU S.A.C. arising in connection with the provision of a service to the Customer, or

which FRONTLINE LOGISTICS PERU S.A.C. has agreed to provide shall be subject to the limits of liability and exclusions in accordance with section 19 of this document and in accordance with the limitations specified in the standard conditions printed on the back of the transport documents (Bill of Lading, Air Waybill, Bill of Lading, Land Waybill), in the applicable international conventions or current legislation.

Notwithstanding the foregoing, any claim by the Customer against FRONTLINE LOGISTICS PERU S.A.C. must be notified in writing within two (2) days from the date on which the Customer becomes aware of the incident.

If the Customer fails to give notice within the stipulated notification period, it shall be incumbent upon them to prove that the damage to the cargo or loss of the goods occurred prior to receipt. If the Customer fails to prove this, the Goods shall be deemed to have been delivered in perfect condition, and they shall lose their right to claim.

## **21. Compensation**

If the Customer submits inaccurate, incomplete, or incorrect information, resulting in a lack of accuracy in the export data or security documents provided by the Customer, and this results in a violation of national and international law, as well as any other breach of the terms and conditions of FRONTLINE LOGISTICS PERU S.A.C; the Customer shall indemnify, defend, and hold FRONTLINE LOGISTICS PERU S.A.C harmless from any claims, liability, fines, or penalties. In addition, the Customer agrees to hold FRONTLINE LOGISTICS PERU S.A.C harmless from

liability for losses, damages, costs, claims, fines, penalties, and/or expenses, including, but not limited to reasonable attorneys' fees, that FRONTLINE LOGISTICS PERU S.A.C. may incur, suffer, or be required to pay in the future as a result of such claims.

## **22. Force majeure**

FRONTLINE LOGISTICS PERU S.A.C. shall be exempt from liability for any loss or damage (including, but not limited to, loss, damage, or delay of the Customer's Goods) if such loss or damage is caused by: strikes, blockades, work stoppage or restriction, cyberattacks, health crises, weather events, natural disasters, lockouts, accidents, labor disputes, wars, terrorist activities, civil commotion, riots, or other events of force majeure that FRONTLINE LOGISTICS PERU S.A.C. is unable to avoid through the exercise of reasonable diligence. Delays or failures in the provision of Services due to an impediment caused by force majeure shall not constitute a breach of the service agreed upon with the Customer. Furthermore, if, for reasons of force majeure, FRONTLINE LOGISTICS PERU S.A.C. can only fulfill its obligations by incurring additional expenses, then these additional expenses shall be covered by the Customer.

## **23. Data protection**

In accordance with the provisions of Law No. 29733, Personal Data Protection Law, and its Regulations, approved by Supreme Decree No. 016-2024-JUS on the processing of personal data, the customer agrees to the processing of their personal data for the purpose of fulfilling commercial transactions, sales, services, and credit conditions, as well as complying with legal and contractual obligations, if applicable.

Such personal data will not be transferred, except when legally required. The personal data provided by the customer is necessary to comply with the purposes of security studies for the purposes of certification and compliance with ISO 28000 regulations.

The Customer guarantees that the personal data that the Customer, Owner, or other party has provided to FRONTLINE LOGISTICS PERU S.A.C. in connection with the Services has been obtained legally from the corresponding supplier who is authorized to provide such data to FRONTLINE LOGISTICS PERU S.A.C. C., and that it has obtained the informed and specific consent of any person considered relevant by the Customer with respect to the transfer of such data, and that FRONTLINE LOGISTICS PERU S.A.C. is authorized to use such consent to send notifications and transfer data necessary for the provision of the Services in the ordinary course of business and operations.

The Client undertakes to take the necessary precautions and measures to ensure the strict confidentiality of all information provided by FRONTLINE LOGISTICS PERU S.A.C. while international trade operations or the duration of commercial relations, by any means necessary for the proper performance of the service provided and the image of the parties. The measures applied by the Customer shall in no case be fewer than those taken to keep their own business confidential.

## **24. Consent to jurisdiction and competence**

Unless mandatory national or international legislation provides otherwise, the agreements between FRONTLINE LOGISTICS PERU S.A.C and the Customer, as well as any disputes arising from or

related to these Terms and Conditions or Agreements, shall be governed by the applicable law at the registered office of FRONTLINE LOGISTICS PERU S.A.C.

Unless otherwise required by mandatory national or international law, any dispute arising out of or in connection with the agreements governed by these Terms and Conditions, their subject matter, formation and/or the Services shall be subject to the exclusive jurisdiction of the domicile of FRONTLINE LOGISTICS PERU S.A.C.