

**1. Interpretation**

The following definitions shall apply to the Services provided by or on behalf of REXCARGO to the Customer:

<b>Agent</b>	Means a person or entity acting in the name and on behalf of a third party.
<b>Agreement</b>	Shall mean the mutual understanding between the Customer and REX with respect to the provision of Services, including these Terms and, to the extent Applicable, the documents issued by or on behalf of REX referred to in clause 2.2 and any agreements negotiated and signed between the Customer and REX referred to in clause 2.3 below.
<b>Ancillary Services</b>	Means services that are secondary to primary consulting, transportation, or logistics services.
<b>Authority</b>	Means a duly constituted legal or administrative person or entity, acting within its legal powers, and exercising jurisdiction within any nation, state, municipality, port, or airport.
<b>Cargo Insurance</b>	Any insurance coverage against risks of items transported or stored.
<b>Conditions</b>	Shall mean these Standard Terms and Conditions.
<b>Consulting Services</b>	Means consulting or advisory services related to transportation or logistics without engaging in or organizing the physical movement or handling of Goods. Such services may be related, among others, to the cost analysis of supply chains, the optimization of transport or logistics configurations.
<b>Container</b>	Means any container, flexible tank, trailer, transportable tank, flat container, pallet, or any transport item used to transport or consolidate goods and any equipment attached to or connected to the containers.
<b>Customer</b>	Means the person, entity on request from or on whose behalf REX provides the Services.
<b>Customs Services</b>	shall mean any aspect related to the provision of customs services with respect to goods transported, stored, or handled, such as, among others, clearance, storage in customs warehouses, issuance of documents, etc., undertaken on behalf of the Customer.
<b>Dangerous Goods</b>	Means articles or goods that are or may become dangerous, flammable, radioactive or harmful in nature and articles or goods that may harbor or encourage vermin or other pests.
<b>Direct Representative</b>	Means a representative with customs effects acting on behalf of and on behalf of the importer/exporter, so that REX shall not be liable in any way for customs duties, excise duties, fines, taxes, penalties and interest due in relation to imported or exported goods.
<b>Dollar/USD</b>	Refers to the legal tender of the United States of America
<b>Financial Services</b>	Services on behalf of the Customer included but not limited to: cash advances, financing of duties, taxes and services, payments to third parties and invoice discounting.
<b>Goods</b>	shall mean any item(s) and/or property handled by REX during the provision of Services to or on behalf of the Customer.
<b>Indirect Representative</b>	Shall mean a representative for customs purposes acting in a capacity that makes REX jointly or severally liable for customs duties, excise duties, fines, taxes, penalties, and interest due in relation to imported or exported goods.
<b>Instructions</b>	Shall mean a statement of the Customer's specific requirements.
<b>Logistics Services</b>	Means all activities, such as, unloading, acceptance, storage, delivery, stock control, order handling, order preparation, preparation for shipment, loading, invoicing, assembly, labeling, exchange, information control and ancillary services with respect to goods, that have been agreed between the customer and REX other than any transport service
<b>Owner</b>	If different from the Customer, shall mean the owner, sender and recipient of the Goods and any other person who is or may be interested in the Goods and any person acting on their behalf.

<b>Person</b>	Means persons or any corporation(s) or any civil organization(s).
<b>Prices</b>	Shall mean remuneration for the Services provided by REX as agreed between the Parties, including through the Acceptance by the Customer of a quote issued by REX and/or as set out in a price schedule, fee sheet or similar document annexed, attached to, or referred to in the Agreement.
<b>Principal</b>	Means a person or entity acting in its own name and on its own behalf. "Owner" If different from the Customer, shall mean the owner, sender, and recipient of
<b>Registered Office</b>	refers to the address where REX is incorporated and registered.
<b>REX</b>	Means REXCARGO and REXAMERICA (including, as applicable, any affiliate and/or subsidiary of REXAMERICA) that performs or organizes the performance of the Services for the Customer as requested in any order/service request.
<b>SDR</b>	Means a Special Drawing Right as defined by the International Monetary Fund.
<b>Services</b>	Means the Ancillary Services, Consulting Services, Customs Services, Transportation Services and/or Storage Services provided by REX to the Customer and all matters necessarily related to the provision of the Services, as well as those auxiliary to the provision of the Services.
<b>Transportation Services</b>	Means cargo and/or transportation agency services provided by REX in connection with the physical movement of goods by air, sea, rail, road or any combination thereof, including temporary storage during transport, such as hubbing, cross docking, etc. where such temporary storage is an integrated part of the movement of Goods.

**2. Application**

2.1. Except as specified in clauses 2.2 & 2.3 below, all Services, whether free of charge or not, are performed by REX subject to these Terms and Conditions, when they are incorporated into a contract however this is made, in writing, orally or otherwise.

2.2. When a document is issued by or on behalf of REX and bears the title of or includes the words, "bill of lading" (whether negotiable or not), or sea or air "waybill" and provides that REX contracts as a carrier in the provisions set out in that document, if they are inconsistent with these Conditions, they shall be paramount and will prevail over these Conditions to the extent that such provisions are inconsistent, but not further.

2.3. If REX and the Customer have entered into a negotiated agreement including, but not limited to, the generally accepted freight agency terms and conditions for this type of Service, then these Terms will remain in effect, and such negotiated agreement shall prevail in so far as its terms are inconsistent with these Conditions.

**3. Obligations and warranties of the Customer**

3.1. The Customer warrants that it is the Owner or agent authorized by the Owner of the Goods and that it is authorized to accept and indeed accepts these Conditions, not only for himself, but also as an Agent of, and on behalf of the Owner.

3.2. The Customer and any Person acting on behalf of the Customer shall provide REX with legal, sufficient, and enforceable instructions, as well as all details and documentation necessary for REX to provide the Services, including but not limited to licenses, description and details of the Goods and their nature and classification, stock keeping unit information, transshipment method, storage, and transport conditions in respect to temperature and humidity, etc. The Customer warrants the accuracy and completeness of such details and documentation.

3.3. The Customer warrants that the Goods are properly packed, classified, sealed, labeled, addressed and in general conditions of air, land, and sea transport, except where REX has accepted, in writing, responsibility in respect to packaging and/or labelling.

3.4. The Customer warrants that it will comply with applicable law in relation to compliance with the Agreement and always conduct its business ethically and lawfully.

#### 4. Rights and obligations of REX

4.1. Unless otherwise agreed in writing, REX shall be entitled to enter contracts on its behalf and without prior notice to the Customer:

- (a) for the carriage of goods by any route, means or person.
- (b) for the carriage of goods of any description, whether in containers or not, on or under the deck of any vessel.
- (c) for the storage, packaging, transshipment, loading, unloading, or handling of goods by any person in any place, whether on shore or afloat and for any period.
- (d) for the transport, storage of goods in containers or with other goods of whatever nature.
- (e) for the performance of its own obligations, and to perform such acts as REX deems reasonably necessary or incidental to the fulfillment of REX's obligations.

4.2. REX shall be entitled (without incurring any additional liability) but shall not be obliged to deviate from the Customer's instructions in any respect if REX reasonably considers that there is a good reason to do so in the interest of the Customer.

4.3. REX may at any time comply with orders or recommendations given by any Authority. REX's liability and obligation with respect to the Goods shall cease with the delivery or other disposition of the Goods in accordance with such orders or recommendations.

4.4. If at any time REX reasonably considers that the carriage of the Goods should not be undertaken, continued, or only continued after taking the necessary incidental measures or incurring additional expenses or risks, in case of including, but limited to, applicable export controls regulations, REX shall be entitled to:

- a) abandon the carriage of such Goods or to affect such additional incidental measures and/or incur such additional expense, as may be reasonably necessary to enable the carriage to be effected or further effected; and
- b) be reimbursed by the Customer for the cost of all such additional incidental measures and/or all such additional expense incurred.

4.5. Where REX (or any person whose services REX makes use of) is entitled to call upon the Customer or Owner to take delivery of the Goods at a designated time and place and delivery of the Goods, or any part thereof, is not taken by the Customer or Owner at the designated time and place; REX (or such other person) shall be entitled to store the Goods in the open or under cover at the sole risk and expense of the Customer.

4.6. REX shall have the right to enforce against the Owner and the Customer jointly and severally any liability of the Customer under these Conditions or to recover from them any sums to be paid by the Customer which upon demand have not been paid.

4.7. REX will perform all Services in accordance with REX's Anti-Corruption Policy & Code of Conduct applicable at the time of provision of the Services. REX's Anti-Corruption Policy & Code of Conduct is based on REX's values and indicates REX's intentions with respect to ethical business behavior and applies to all entities and employees of the REX, including managers and executives. The Customer shall conduct its business ethically and legally. **Customer and Owner understand and agree that REX shall not be liable for loss, damage or delay of the Goods or breach of the Agreement, caused by REX's adherence to the REX Anti-Corruption Policy & Code of Conduct.**

#### 5. Special instructions, goods, and services

##### 5.1. The customer's responsibility for correct information

5.1.1. The Customer shall be deemed to have guaranteed to REX the accuracy, at the time the Goods were taken in charge by REX, of the description of the Goods including but not limited to its marks, number, quantity, and weight as furnished by the Customer, and the Customer shall defend, indemnify, and hold harmless REX against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. For Goods shipped in Containers the weight furnished by the Customer must comply with the Safety of Life at Sea (SOLAS) Verified Gross Mass regulations, unless otherwise agreed in writing with REX.

##### 5.2. Dangerous goods

5.2.1. Unless agreed in writing, the Customer shall not deliver to REX, nor will it cause REX to deal or handle Dangerous Goods.

5.2.2. If the Customer is in breach of Clause 5.2.1:

- a) the Customer shall be liable for all loss or damage whatsoever caused by or to or in connection with the Goods howsoever arising.
- b) the Customer shall defend, indemnify, and hold harmless REX against all penalties, claims, damages, costs, and expenses whatsoever arising in connection therewith; and
- c) REX (or any other person in whose custody the Goods may be in at the relevant time) may, at REX's sole discretion, have the Goods destroyed or otherwise dealt with. For the purposes of this sub-clause, notice is not required to be given to any person of the intention to destroy or otherwise deal with the Goods.

##### 5.3. Temperature regulated goods

5.3.1. Unless agreed in writing, the Customer shall not deliver to REX, or cause REX to deal with or handle any Goods which require temperature control without previously giving written notice of their nature and the temperature range to be maintained. In case of a temperature-controlled Container stuffed by or on behalf of the Customer, the Customer further undertakes that:

- a) the Container has been properly pre-cooled or pre-heated as appropriate.
- b) the Goods have been properly pre-cooled or pre-heated and properly stuffed in the Container; and
- c) the Container's thermostatic controls have been properly set by the Customer.

5.3.2. If the requirements of Clause 5.3.1 are not complied with, REX shall not be liable for any loss of or damage to the Goods whatsoever caused by such non-compliance.

##### 5.4. Declarations

5.4.1. Unless agreed in writing, REX shall not be obliged to make any declaration for the purposes of any statute, convention, or contract as to the nature or value of any Goods or as to any special interest in delivery or to make any declaration as to specific stowage requirements of any Goods.

##### 5.5. Cash on delivery / cash against documents

5.5.1. Unless agreed in writing REX does not undertake to deliver or release Goods against payment or against surrender of a particular document. Should REX accept to deliver or release Goods against payment or against surrender of a particular document, REX will be liable for the exercise of reasonable diligence and care only. REX's liability shall, subject to the provisions of Section 11 below, be limited in respect of a failure to exercise reasonable diligence and care in the delivery and/or release of Goods against payment or against surrender of a particular document, to an absolute maximum of the invoice value of the Goods at the time when REX received the Goods into its custody.

##### 5.6. Time Guarantee

5.6.1. Unless agreed expressly in writing that the Goods shall depart/be collected by or arrive/be delivered by a particular date or time, REX accepts no responsibility for departure/collection or arrival/delivery dates or times of Goods. ETA (Estimated Time of Arrival), ETD (Estimate Time of Departure) or any other similar estimated or indicative times/dates shall not be construed as a time guarantee on the part of REX.

##### 5.7. Customs clearance

5.7.1. REX will only perform Customs Services as a Direct Representative. The Customer accepts that it shall bear ultimate responsibility for the payment of all customs duties, excises, taxes, fines penalties and/or interest due in connection with the import and/or export of the Goods and shall indemnify and hold REX harmless against any liability (individual and/or joint and several) for the same that REX or any Person acting on REX's behalf may incur, as well as any costs or expenses (including reasonable legal fees and costs) associated with the defense against such liability.

5.7.2. REX will only act as an Indirect Representative for the Customer if the Customer has provided REX with adequate security against any potential liability of REX for any customs duties, excises, taxes, fines penalties and/or interest due in connection with the import and/or export of Goods, such as bank guarantee or parent company guarantee. REX may at any time cease any Customs Services if REX in its absolute discretion deems the provided security to be inadequate.

**5.8. Export Controls**

5.8.1. The Customer shall ensure that the Goods are legally exported or imported to or from the origin or destination in respect of the applicable export control legislation.

5.8.2. The Customer shall furthermore perform all necessary denied party screenings of the commercial parties involved and ensure that the Goods and/or any involved party to the trade are not subject to restrictions, embargoes, or other legal limitations. It is the obligation of the Customer to timely obtain and provide to REX all necessary import, export, transit and/or (re)transfer licenses related to the Goods.

5.8.3. REX may decline to perform Services due to issues of export control if REX reasonably deems (i) the origin, destination or country of transit to be a restricted or embargoed country, (ii) the goods to be a restricted commodity; (iii) any of the involved parties to the trade to be a denied or excluded party; or (iv) the licenses obtained and/or provided by the Customer to be incorrect, insufficient or incomplete.

5.8.4. REX will adhere to all applicable laws and licenses in relation to export controls when performing Services which may involve restricted or embargoed countries, restricted, or embargoed commodities or denied parties.

5.8.5. The Customer shall indemnify REX for all costs, charges, fines, penalties, and legal fees arising from or in connection with the Services due to the Customer's negligence, willful misconduct, or failure to comply with its obligations under this Clause 5.8.

5.8.6. REX will not be liable for delays caused by inspections conducted by or on behalf of REX with the aim of investigating possible violations of export control rules.

**6. Subcontractors**

6.1. REX is entitled to subcontract/engage servants, subcontractors and/or agents to perform any part of the Services on its behalf at any time.

6.2. The Customer undertakes that no claim will be made against any servant, subcontractor or agent of REX which imposes or attempts to impose upon any of them any liability whatsoever in connection with the Goods. If any such claim is nevertheless made, the Customer undertakes to indemnify REX against all consequences thereof.

6.3. Without prejudice to Clause 6.2, every servant, subcontractor, or agent of REX shall have the benefit of all provisions herein as if such provisions were expressly for their benefit. In entering this contract, REX, to the extent of those provisions, does so not only on its behalf, but as agent and trustee for such servants, sub-contractors, and agents.

6.4. Without prejudice to the generality of this Clause 6, the indemnity referred to in Clause 6.2, shall cover all claims, costs, and demands arising from or in connection with the negligence of REX, its servants, subcontractors, and agents.

**7. Payment and payment terms**

7.1. The Customer shall pay the Prices as remuneration for the Services. Unless otherwise agreed the Prices shall be valid for 1 (one) month from their entry into effect. At any time following expiration of the validity of any Prices, REX may review them and notify the Customer of any changes to the Prices, which shall become immediately effective upon such notification.

7.2. Unless otherwise agreed the Customer shall pay the invoiced amount 30 (thirty) days from the date of REX's issuance of the invoice without deduction or deferment on account of any claim, counterclaim or set-off.

7.3. Prices do not include VAT, customs duties or other government taxes related to the goods. These costs and taxes shall be the sole responsibility of the Customer.

7.4. REX will charge interest in case of late payment. Interest will be levied from the due date of the overdue invoice until payment is made in full. If no legislation applies regarding interests for late payment REX may charge 3% (three percent) per commenced month from the due date of the overdue invoice. REX shall furthermore be allowed to charge the Customer a dunning fee of USD 10.00 for up to three payment reminders on overdue payments. Charges of interests and dunning fees shall be in accordance with applicable law. In addition, if the Customer performs late payments on 2 (two) or more continuous occasions, REX shall be entitled to charge a

fixed compensation of 4 % (four percent) of the amounts due under these 2 (two) or more delayed payment invoices from the Customer for administration and other costs resulting from the default in timely payment.

7.5. If any outlays and/or expenses in relation hereto are made by REX on behalf of the Customer related to VAT, duties, taxes, or any other charges including but not limited to Customs then these outlays and/or expenses shall be paid by the Customer immediately on demand of REX.

7.6. REX may charge the Customer for additional direct or indirect costs such as but not limited to waiting time, demurrage, additional or unexpected storage or handling redirection of goods during transit or failed attempts of pick-up or delivery of Goods not attributable to REX.

7.7. If REX is instructed to collect freight, duties, charges, or other expenses from any person other than the Customer, the Customer shall remain responsible for these amounts; and shall pay these amounts to REX on demand where these amounts have become due and have not been paid by such other person.

7.8. REX and/or its affiliates reserve the right at any time to take out debtor insurance on the Customer and/or its affiliates covering any amounts that might become due from the Customer and/or its affiliates to REX in connection with the Agreement and/or the Services.

**8. Lien**

Unless otherwise agreed, REX has the right to withhold the goods when any sum owed to REX by the Customer or Owner of such goods remains unpaid. Upon the expiration of the deadline for payment of the services rendered, REX will issue a notice of intent to lien to the Customer. If payment remains unsettled after 28 (twenty-eight) days of such notice, REX shall be entitled (without liability to the Customer and the Owner) to sell or dispose of such Goods or documents by public auction or by private engagement at the risk and expense of the Customer and/or Owner. REX may apply the proceeds from such sale or disposition to or toward the payment of sums due.

**9. Insurance**

9.1. REX will take out liability insurances, as may be required by law or as is the common practice in REX's trade or business.

9.2. Unless specifically agreed in writing REX will not take out Cargo Insurance on the transported, handled, or stored Goods. As REX's liability is limited in accordance with Section 11 of these Conditions, REX encourages the Customer to take out Cargo Insurance to cover the Goods during transport, handling, and storage.

**10. General Indemnities**

10.1. Subject to the provisions of Section 11 below, REX shall indemnify, hold harmless, and at the Customer's request, defend the Customer, its officers, directors, and employees, against claims by any third party due to the negligence, gross negligence or willful misconduct by REX causing damage to the third party's property or injury or death of the third party. If the Customer wishes to exercise this right the Customer must promptly notify REX about the claim.

10.2. The Customer and Owner, both being jointly and severally liable, shall each indemnify, hold harmless, and at REX's request, defend REX, its officers, directors and employees, against claims by any third party due to the breach of this Agreement, negligence, gross negligence or willful misconduct by the Customer and/or Owner or any Person acting on their behalf causing loss or damage to the third party's property or injury or death of the third party in connection with this Agreement. If REX wishes to exercise this right REX must promptly notify the Customer about the claim.

10.3. Moreover, the Customer and Owner, both being jointly and severally liable, shall each defend, indemnify, and hold harmless REX against liability, loss, damage, delay, costs, and expenses arising from or in connection with:

- a) the Customer's and/or Owner's negligence or willful misconduct.
- b) the nature or inherent vice of the Goods, other than to the extent caused by REX's negligence.
- c) duties, taxes, imposts, levies, deposits, and outlays levied by any Authority in respect of the Goods and/or Container, and for all liabilities, payments, fines, costs, expenses, loss, and damage sustained by REX in connection therewith, unless caused by REX's negligence.
- d) REX acting in accordance with the Customer's or Owner's instructions.
- e) a breach of warranty stipulated in Clauses 3.1-3.4 or obligation by the



Customer or arising from the negligence of the Customer or Owner; or f) any other Person relying on the advice and information, in whatever form it may be given, provided by REX for the Customer only.

10.4. The Customer and Owner shall be jointly and severally liable for the loss, damage, contamination, soiling, detention, or demurrage before, during and after the Carriage due to negligence or willful misconduct of the Customer or Owner of property of:

- a) REX (including, but not limited to, Containers).
- b) REX's servants, subcontractors, or agents.
- c) independent contractors engaged by REX for performance of part or all the Services.
- d) any Person; or
- e) any vessel caused by the Customer or Owner or any person acting on behalf of either of them or for which the Customer is otherwise responsible.

#### **11. Liability**

11.1. REX shall be liable for loss, damage or delay of the Goods occurring from the time that the Goods are taken into REX's charge until the time of delivery only to the extent such loss, damage or delay is caused by REX's negligence or willful misconduct.

11.2. Regardless of Clause 11.1 REX shall not be liable for loss, damage or delay arising from the special risks inherent in one or more of the following:

- a) the act or omission of the Customer or Owner or any person acting on their behalf.
- b) compliance with the instructions given to REX by the Customer, Owner or any other person entitled to give them.
- c) insufficiency of the packing or labelling of the Goods, except where such service has been provided by REX.
- d) handling, loading, stowage or unloading of the Goods by the Customer or Owner or any person acting on their behalf.
- e) inherent vice of the Goods.
- f) act or omission of any Authority, riots, civil commotions, strikes, lockouts, stoppage, or restraint of labor from whatsoever cause.
- g) force majeure, act of God, fire, flood, storm, explosion, or theft; and/or
- h) any other cause which REX could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.

11.3. REX shall have the full benefit of all rights, limitations, and exclusions of liability available to the subcontractor in the contract between REX and the sub-contractor and in any law, statute or regulation and the liability of REX shall not exceed the amount recovered, if any, by REX from the subcontractor.

11.4. If the Services are subject to regulations set out in international conventions or statutory legislation these conventions or legislation are compulsory applicable to the Services:

- a) For the international transport of goods by road, the terms and conditions of REX and the Central American common and local laws and conventions as appropriate shall apply.
- b) For international carriage of goods by sea - except for carriage to or from the United States of America - the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading of 1924 and as amended in 1968 and 1979 (the Hague-Visby Rules) shall apply. Carriage of goods by sea to or from the United States of America is subject to the Carriage of Goods by Sea Act of 1936 (COGSA). Supplementary to the Hague-Visby Rules or the COGSA, the REX's Ocean Transport Standard Bill of Lading shall apply.
- c) For international carriage of goods by air subject to the Convention for the Unification of Certain Rules for International Carriage by Air of 1999 (the Montreal Convention) this Montreal Convention shall apply.

11.5. For all other loss, damage or claims, including to the extent that the Services are not subject to international conventions, statutory legislation or they are part of a multimodal shipment and it cannot be determined in which mode of transport the loss of, damage to or delay of the Goods occurred, REX's liability for Services such as but not limited to Transport Services, Logistics Services, Warehousing, Customs Services or Ancillary Services to the previously mentioned services shall be as follows:

- a) In respect of loss or damage or claim relating to Goods or other property, to the lesser of 2 SDR per kilogram of gross weight of the Goods or property lost, damaged or in connection with which such claim is made; or 75,000 SDR per occurrence or 200,000 SDR in the aggregate per each calendar year.

and

- b) in respect of any other loss, damage, or claim (including in respect of any errors or omissions), to the lesser of 20,000 SDR per occurrence or 200,000 SDR in the aggregate per each calendar year.

11.6. REX's aggregate total liability for any loss, damage or claim in connection with the performance and/or non-performance of Services or any other obligations hereunder shall not in any event exceed 200,000 SDR per calendar year.

11.7. Except to the extent expressly prohibited by applicable law, under no circumstances shall REX be liable in contract, tort, negligence, breach of statutory duty or otherwise for any indirect or consequential loss, damage, costs or expenses of any nature whatsoever; or for any loss of actual or anticipated profits, loss of revenue, loss of goodwill and/or business, loss of savings or any other pure economic loss, in each case whether direct or indirect even if REX has been advised of the possibility of such damage and/or loss or if such damage and/or losses are foreseeable.

#### **12. Notice of Loss**

12.1. REX shall be notified without undue delay. In case of apparent damage or loss of Goods. Notice must be given in writing, immediately upon receipt of the Goods. In case of damage or non-apparent loss of the Goods, the notice of claim must be given in accordance with the modality of the service:

- a) Air: Within 14 days from receipt of the cargo
- b) Sea: Within 3 days from the delivery of the shipment
- c) Road: Within 7 days from the delivery of the shipment
- d) Storage, Contract logistics and others: Within 14 days after the delivery of the goods through the warehouse or 30 Days after the Depositor or the last holder of the goods has been notified by REX that there has been a partial or significant loss or damage of the goods.

12.2. If the Customer fails to give notice within the notice period stipulated in Clause 12.1 the Customer shall bear the burden of proof that the damage or loss of the Goods had occurred before the Goods were received. If the Customer fails to prove this, the Goods will be considered to have been delivered in perfect condition.

12.3. Notice of claim concerning matters other than damage to or loss of the Goods shall be given within 3 (three) days from the day on which the Customer knew or ought to have known about the circumstances forming the basis of REX's liability. If such notice of claim is not given, the Customer shall lose its right to put forward any claim.

12.4. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to REX before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof or, if the loss or damage be not apparent, such removal shall be prima facie evidence of the delivery of the goods in apparent external good order and condition. The notice in writing need not be given if the state of the goods has, at the time of their receipt, been the subject of joint survey or inspection.

#### **13. Time-bar**

13.1. Legal proceedings against REX shall be commenced within a period of 1 (one) year; otherwise, the right of claim will have become lost. The time limit period runs:

- a) upon depreciation of or damage to Goods from the day upon which the Goods were delivered to the consignee,
- b) upon delay, loss of the whole consignment or any other kind of loss not falling under a) from the time at which the delay, total loss or other loss could at the earliest have been noticed.

#### **14. General Average**

In the event of General Average, the parties agree that the York-Antwerp Rules of 1994 shall apply. The Customer shall defend, indemnify, and hold harmless REX in respect of any claims of a General Average nature, including any claims or demands for General Average security which may be made on REX, and the Customer shall forthwith provide such security as may be required by REX in this connection.

#### **15. Both-to-Blame Collision Clause**

The Both-to-Blame Collision Clause as recommended by BIMCO, as in effect during the provision of Services is incorporated into and forms part of these Conditions.

**16. REX acting as agent**

16.1. REX shall notify the Customer if REX will act as Agent only in connection with the Services. If no such notice is made REX shall be considered to act as Principal.

16.2. To the extent that REX acts as an Agent, REX does not make or purport to make any contract with the Customer for the carriage, storage, or handling of the Goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing such services by establishing contracts with third parties so that direct contractual relationships are established between the Customer and such third parties.

16.3. REX shall not be liable for the acts and omissions of third parties referred to in Clause 16.2. REX shall only be liable if it fails to exercise due diligence in contracting the actual carrier.

16.4. Except to the extent caused by REX's negligence, the Customer shall defend, indemnify, and hold harmless REX in respect of all liability, loss, damage, costs, or expenses arising out of any contracts made in the procurement of the Customer's requirements in accordance with Clause 16.2.

**17. Hindrance**

17.1. REX shall use reasonable efforts to perform and complete the agreed Services. If at any time the performance of Services is affected by any hindrance, risk or delay not attributable to REX or REX's subcontractors, REX shall not be liable for any related loss, damage, or delay of Goods.

17.2. Any delay or failure in performance of Services due to a hindrance event shall not constitute a breach of the Agreement.

17.3. If a hindrance continues for more than 30 (thirty) consecutive calendar days, the Customer or REX may terminate the specific ordered Services affected by the hindrance event with a written notice.

**18. Miscellaneous****18.1. Amendments**

At any time, REX shall have the right to unilaterally modify these Terms by posting the modifications on the REX website. If REX has concluded an Agreement after such publication, the scope of the rights or obligations of the parties shall be subject to the amended Terms.

**18.2. Assignment**

Customer shall not assign or transfer any rights or obligations under the Agreement to any third party or Affiliate without the express prior written consent of REX. REX may condition its consent upon such changes to the terms or conditions condition of the Agreement as it deems in its sole discretion to be necessary to mitigate any increased risk by this assignment or transfer of rights and obligations.

**18.3. Notices**

Notifications shall be made in writing, by post, by e-mail or by fax in accordance with the data exchanged between the parties. Any notice sent by mail shall be deemed to have been given by REX on the third day after the day it was mailed.

**18.4. Headers**

The titles of the clauses or groups of clauses in these Conditions are for indicative purposes only.

**18.5. Legislation**

If any legislation is compulsory applicable to Services undertaken – in whole or in part - these Conditions shall, as regarding such Services, be subject to such legislation. However, nothing in these Conditions shall be construed as a surrender by REX of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation, and if any part of these Conditions is held to be repugnant to such legislation to any extent, such part shall as regarding such business be over-ridden to that extent and no further.

**19. Applicable Law and Dispute Resolution**

19.1. Unless otherwise regulated by mandatorily applicable national or international legislation or otherwise agreed in writing, the applicable law at the Registered Office of REX shall apply to these Conditions and the

Agreement between REX and the Customer and to any disputes arising out of or in connection with such Conditions and/or Agreement.

19.2 Unless otherwise agreed, all disputes or differences that may be related to, or arising from this agreement or, from its execution, formation, or interpretation; will be resolved by arbitration, in accordance with the Arbitration Rules of the Conciliation and Arbitration Center of the Chamber of Commerce of Costa Rica, to whose rules the parties submit unconditionally. The Arbitral Tribunal shall be composed of three members and shall decide in law. The Conciliation and Arbitration Center of the Chamber of Commerce of Costa Rica is the institution in charge of administering the arbitration process.

19.3 These rules apply only to the extent that they do not contravene the binding provisions laid down in international conventions or national laws applicable to services.

**20. Services related to Rapiscan/AS&E**

In the case of goods and / or services related to the sale, installation and / or maintenance of equipment of the Rapiscan / AS&E brands, the buyer must be subject to what is established in Rapiscan's Terms and Conditions of Sale available upon request as applicable:

<https://www.rapiscansystems.com/en/termsandconditions>

In the event of a discrepancy, the English version of the standard terms and conditions shall prevail.