

1. All the services provided by WELLDEx GLOBAL to the CLIENT are subject to these terms and conditions and are to be charged to the CLIENT in accordance to the quotation provided to it or, failing such express quotation, to the prices and tariffs applicable at the time the relevant service or task is requested.
2. This quotation has been done pursuant to the information provided by the CLIENT, including information related to origins(s), destination(s), weight, any other dimension or measurement and the service requested and/or required to perform the client's instructions. All prices have limited time validity, once expired they can vary. Should any of the information provided by the CLIENT change, the particular price provide becomes null in what should it differ from the information originally provided and WELLDEx GLOBAL will charge the new price and/or cost as necessary applying prices and costs in force at the time services are performed.
3. This quotation does not guarantee that WELLDEx GLOBAL and/or its subcontractors or service providers will provide the service shown on it, unless the CLIENT expressly accepts the quotation and a Director of WELLDEx GLOBAL confirms that the service will be performed as instructed by the CLIENT. This quotation and these terms and conditions are considered to be accepted by the CLIENT and the time the CLIENT accepts and/or confirms the quotation and/or makes a booking of the services described in the quotation. The final price for all the services provided to the CLIENT will be in accordance with the services effectively provided to comply with the client's instructions, including but not limited to origin / destination, weight, volume, packages or units delivered to WELLDEx GLOBAL for warehousing, storage and/or transport.
4. Payment by the CLIENT of the services provided to it by WELLDEx GLOBAL will be made within the agreed payment terms. Should not payment terms be agreed and/or in force, payment will be made by the CLIENT as soon as it receives the relevant invoice.
5. Any queries, clarifications or disputes related to the services provided or with the invoices issued by WELLDEx GLOBAL must be made within 48 hours after the goods have been delivered and/or after the CLIENT has received the invoice. Any such doubts, queries and/or disputes do not entitle the CLIENT to delay and/or withhold payment to WELLDEx GLOBAL. After those 48 hours the CLIENT agrees that it has accepted delivery of the goods and/or the invoice waiving any further right of claim.
6. Prices, costs and charges quoted by WELLDEx GLOBAL do not include taxes, which will be added as appropriate and which are the sole responsibility of the CLIENT.
7. Costs in this quotation may be provided by WELLDEx GLOBAL's service providers and/or subcontractors (such as shipping lines, air lines, carriers and/or authorities) and are subject to changes without prior notice to the CLIENT. Such changes may be due to change

of market conditions and will be informed by WELLDEx GLOBAL to the CLIENT if and when WELLDEx GLOBAL receives such notices.

8. The CLIENT accepts to pay for any cost and/or expense incurred by WELLDEx GLOBAL which becomes necessary to comply with the client's instructions.

1

9. The services to be provided are based on what the quotation shows. Should the CLIENT expressly request any further services, the CLIENT agrees to expressly request it in advance.

10. The frequency of services and transit times are provided by the carriers on an informative basis. They are all approximate and are not guaranteed by WELLDEx GLOBAL and/or its subcontractors and/or service providers.

11. WELLDEx GLOBAL and the CLIENT agree that the client is responsible to ensure that the delivery, transport, import, export and/or warehousing of the goods is legal and complies with all applicable laws, rules and/or regulations. The CLIENT agrees to indemnify and hold WELLDEx GLOBAL harmless of any breach and/or failure to comply with this.

12. WELLDEx GLOBAL will not insure the cargo and/or any other risk unless expressly requested to do so by the CLIENT. For that purpose WELLDEx GLOBAL offers the client to insure any such risk through its corporate insurance policy. In any event, it is the CLIENT's responsibility to insure the cargo and to face any risks for the failure to do so.

13. The insurance of the cargo will be contracted and covered only if the CLIENT expressly requests so and if WELLDEx GLOBAL expressly accepts such instructions. If contracted, the insurance cost will be shown in the quotation as an additional charge which the CLIENT agrees to pay and accepts as per the conditions of insurance in the insurance policy.

14. This quotation and these conditions are accepted by the CLIENT when the CLIENT makes a booking and/or accepts the services shown in the quotation.

15. Services quoted as "all-in" may exclude customs clearance and any additional charges such as customs costs, certificates, taxes, fees and/or permits unless they are already shown in the quotation. The CLIENT accepts not to dispute any cost and/or charge shown in the quotation.

16. The quotation does not show but the client accepts to pay: any movement of the cargo, demurrage, storage, waiting time, any cost related to wrong, incomplete and/or false information provided by the CLIENT, any breach, act and/or omission of the CLIENT, any charge and/or fine applied by any authority, custody, packaging, special permits, any cost incurred necessarily to comply with the client's instructions, etc. Such costs will be invoiced to the CLIENT and the CLIENT accepts to pay for them without disputing them.

17. Prices quoted do not apply to dangerous, overweighted, out of gauge, perishable and/or special in any way cargoes, being subject to the extra costs necessary to be applied which the CLIENT agrees to pay without dispute.

18. Collection charges are based on normal office hours Monday to Friday 9:00-18:00. Any extra services must be notified and requested to WELLDEx GLOBAL.

19. The CLIENT has a duty to check the container and/or any other transport method before loading the cargo on it. Should WELLDEx GLOBAL not receive any protest, the CLIENT accepts that the container and/or any other cargo method is accepted and in good condition. Should the container and/or any other cargo method arrive damaged due to the way the cargo has been loaded and/or stowed, the CLIENT accepts to pay for the costs so accrued.

20. WELLDEx GLOBAL will be responsible for any loss or damage to the CLIENT's cargo only after a full and final arbitration award is issued in accordance with clause 26 below and only in accordance with the below provisions:

a. For air transport, WELLDEx GLOBAL liability will be established under the Warsaw Convention and/or the Montreal Convention as applicable or any other legal instrument which eventually substitutes them. In case of national air transport, or in cases where these

2

conventions do not apply, WELLDEx GLOBAL liability will be of 0.50USD per kilogram or 50USD per case.

b. For sea transport, WELLDEx GLOBAL liability is only for loss or damage and never for delay. Such liability will be established in accordance with the Hague Rules, the Hague-Visby Rules, US COGSA and/or the Rotterdam Rules as applicable and/or any other legal instrument which eventually substitutes them.

c. For road transport within the Republic of Mexico, the maximum liability will be the sum of 15 days of minimum salary of the City of México per ton, or the proportional part in case of loss of cargo. In case of international road transport, WELLDEx GLOBAL will be liable in accordance with the CMR Convention. Should no international convention be applicable, WELLDEx GLOBAL liability will be of 0.50USD per kilogram or 50 USD per case.

d. In any event, WELLDEx GLOBAL liability will never exceed the value of the goods lost or damaged, this being the maximum limit of responsibility of WELLDEx GLOBAL and in no case whatsoever will WELLDEx GLOBAL be responsible for any loss, damage or otherwise for any delay in delivering the cargo.

21. The CLIENT accepts that the goods travel at its risk and account. The CLIENT expressly waives any right of claim to WELLDEx GLOBAL and to any of its subcontractors and/or service providers for any alleged consequential loss, understood in the widest sense

possible. WELLDEx GLOBAL is not responsible for any loss and or damage caused by the CLIENT and/or at the time the goods have been under the CLIENT's custody and or control

22. WELLDEx GLOBAL is entitled to be reimbursed of any bank charges.

23. Quotes in currencies other than Mexican Pesos, are informative only. WELLDEx GLOBAL is entitled to charge to the CLIENT the actual value of the services provided and the CLIENT accepts to pay for any currency fluctuation that causes detriment to WELLDEx GLOBAL. Any applicable taxes will be charged to the CLIENT.

24. The CLIENT accepts that the prices quoted may vary depending on the time they were provided and the time when the services are effectively provided. This could be for factors which are not under the control of WELLDEx GLOBAL, such as market conditions or change of prices applied by WELLDEx GLOBAL's subcontractors and/or service providers.

25. Anything not contemplated in this quotation and/or these terms and conditions will be subject to the legal terms of WELLDEx GLOBAL and to the prices charged at the time they are provided.

26. The CLIENT and WELLDEx GLOBAL relationship is subject to the laws of England and Wales. They both agree to resolve any dispute between them by way of arbitration under current LMAA Terms. The seat of the arbitration will be London, England and the language will be English.

NAME AND SIGNATURE OF THE CLIENT:

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