

Commercial Conditions

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1. SHIPPING, CLEARANCE AND OTHER EXPENSES

- 1.1 Freight quotes always reflect free operations on board the port/airport of origin to the port/airport of destination. Therefore, we recommend paying attention to the INCOTERMS of your negotiation, as all expenses related to services that are not paid at origin will be charged at destination.
- 1.2 The quotations presented are valid for shipments of cargo in general, and are not valid and do not include cargo with dimensions outside the aircraft standard, perishable, temperature controlled, dangerous or with high added value.
- 1.3 The legal responsibility for the characteristics, content, danger and instructions on how to handle the cargo, as well as packaging suitable for international transport and proper signage of the boxes and their contents lies with the importer or exporter.
- 1.4 The weight/cubage ratio will be considered within the specific standards of each mode of transport, and air transport companies reserve the right to charge per pallet position for large shipments, thus disregarding the conventional ratio of 1/6, and road transport companies per vehicle in cases of urgency or presentation of volumes that do not allow consolidation or overlap or exceed conventional container measurements.
- 1.5 Payments for the value of freight, additional freight for renewal of the Merchant Marine, foremen, deconsolidation, storage and other fees and expenses inherent to the nationalization of goods will be made in national currency, by converting the value into currency foreign exchange at the market rate on the date of payment.
- 1.6 The value of Demurrage and Detention, daily fee for delay, occurred as a result of the delay in returning the container when it exceeds the free time of 3 days, if refrigerated, NDR or special and 7 days if standard Dry container, as established in the Term Responsibility and Return Conditions for Clipper containers, registered at a notary's office or formally established between the parties if different from this, are the sole responsibility of the importer and exporter. The values and conditions are set out in the liability agreement published on our website and duly registered with a notary.
- 1.7 All values contained in proposals and quotations are net values and do not include taxes inherent to services and do not include any port expenses and services, transport, fees and taxes inherent to imports.
- 1.8 Cash advances will be requested to pay all expenses arising from each process and contracted services.
- 1.9 Taxes inherent to imports, as well as fees, contributions, customs duties and various technical advice, levied on the import and export operation, are the exclusive responsibility of the CLIENT, and must be reimbursed to CLIPPER, if and if advanced by CLIPPER with their own resources, within a non-extendable period of 48 (forty-eight) hours.
- 1.10 Amounts not advanced by the CLIENT and disbursed by CLIPPER will be subject to 2% interest per month with monetary correction until the date of settlement.
- 1.11 All costs for implementing specific software and systems to interface with the CLIENT's system will be the responsibility of the CLIENT.
- 1.12 All expenses such as transportation and travel necessary for the proper performance of the requested services will be the responsibility of the CLIENT and charged upon presentation of receipts.

2. LIMITATION OF LIABILITY OF CLIPPER AND CARGO INSURANCE

- 2.1 CLIPPER is not liable for damage arising from delays in delivery of transported cargo or customs clearance resulting from communication problems, strikes, stoppages of public bodies, their agencies, public service concessionaires, stoppage of the respective electronic communication systems, malfunctions, in short, for a cause not proven and directly attributable to the services provided by CLIPPER.
- 2.2 In view of the nature of the services provided, the CLIENT agrees that CLIPPER's liability for damages of any nature is limited to the amount corresponding to three times the value of the services provided directly by CLIPPER and charged by it upon issuance of a service invoice.
- 2.3 CLIPPER is not responsible for delays in the delivery of goods resulting from the shipping schedules of airlines, sea, road and railway companies or problems on their vessels and aircraft, as well as for cancellations or changes in route, frequency, decision of transport companies, therefore, they are beyond the scope of the services now provided. CLIPPER is not responsible for consequences arising from the provision of incorrect or incomplete information or for any errors when filling out documents by the CLIENT.
- 2.4 Cargo insurance must be provided by the importer or exporter, in accordance with INCO TERMS, from pick-up/inland freight/exworks, until clearance/delivery of the goods at the final destination.
- 2.5 Clipper operates under the rules of the International Federation of Freight Forwarders Association - "FIATA Model Rules for Freight Forwarding Services" and its liability does not exceed that described in the general conditions and rules established by it. In the event of an accident, CLIPPER may be held civilly liable only when the bill of lading has been issued by it and up to the maximum values listed below:

Air Shipment.....US\$20.00/Kg and in accordance with IATA regulations Sea Shipment.....8.33 SDR per Kg in accordance with FIATA procedures Road Transport, pick-up and delivery:
As per insurance mandatory CTCR issued by the contracted carrier. Coverage greater than the amounts above must be formally contracted and the premium effectively settled, formally and financially, by the client. These are amounts for which the carrier is responsible for compensation for damage and loss of cargo. Civil liability for coordination and customs clearance services is provided for in item 2.2.

3. DEADLINES FOR BOARDING, DELIVERY AND NOTIFICATION OF LOSS

- 3.1 The deadlines for transporting goods mentioned in the service proposals/quotes and in other documents that form part of them are estimated and may be subject to increases or decreases resulting from the rescheduling of transport companies, air, sea, road, railway, which will be communicated to the Customer for the necessary measures, aware that CLIPPER has no interference and is not responsible for changes in tariffs imposed by transport companies.
- 3.2 In accordance with international safety rules and civil liability insurance conditions, the importer and exporter are aware that they must check the cargo upon delivery or receipt of the cargo to the carrier and document it, verifying the following criteria:
 - Volume quantity; Weight; Breakdowns; check whether the seal is in accordance with the document and other non-conformities in services, invoices and documents.
- 3.3. In the event of any divergence/nonconformity, the importer, exporter or depositary must formally inform Clipper Transportes Internacionais Ltda and its agents and representatives immediately and formalize the nonconformity within a maximum of 4 calendar days, after which it will lose validity.

4. NORMATIVE INSTRUCTION 1037/10 - Shipments from countries considered tax havens

4.1 According to Normative Instruction 188, of August 6, the Federal Revenue considers "tax havens" countries or dependencies that tax income at a rate lower than 20, they are: Andorra, Anguilla, Antigua and Barbuda, Ascension Islands, Aruba, Community Bahamas, Bahrain, Barbados, Belize, Bermuda Islands, Brunei, Campione D'Italia, Channel Islands (Alderney, Guernsey, Jersey and Sark), Cayman Islands, Cyprus, Singapore, Cook Islands, Republic of Costa Rica, Djibouti, Dominica, United Arab Emirates, Gibraltar, Grenada, Hong Kong, Kiribati, Lebanon, Liberia, Liechtenstein, Luxembourg (with regard to holding companies governed, in Luxembourg legislation, by the Law of 31 July 1929), Macau, Island Madeira, Maldives, Malta, Isle of Man, Marshall Islands, Mauritius, Monaco, Montserrat Islands, Nauru, Niue Island, Sultanate of Oman, Panama, Federation of Saint Kitts and Nevis, American Samoa, Western Samoa, San Marino, Saint Vincent and the Grenadines, Saint Lucia, Seychelles, Tonga, Turks and Caicos Islands, Vanuatu, US Virgin Islands, British Virgin Islands, Norfolk Island, Pitcairn Island, French Polynesia, Queshm Island, Saint Helena, Saint Lucia, Saint Peter's Island and Miguel, Swaziland, Tristan da Cunha, Curaçao, Saint Martin and Ireland. For shipments/cargo from these countries the income tax rate will be 33.33% on the total freight value.

5. TREATMENT OF WOOD DURING IMPORT - MINISTRY OF AGRICULTURE (IN-32)

5.1 It is important to pay attention not only to pallets/wooden boxes/packaging, but also to supports for securing loads. 5.2 In art. 23 of IN-32, says that the Importer must declare the presence of packaging or wooden support. 5.3 Proof of treatment, the wood must have the IPPC (International Plant Protection Convention) stamp, which can be replaced by the phytosanitary certificate or the Treatment Certificate duly endorsed by the ONPF (National Phytosanitary Protection Organization) of the country of origin, stating one of the phytosanitary treatments recognized by NIMF15 (International Standards for Phytosanitary Measures). 5.4 Therefore, the importer/exporter is responsible for any and all costs in Brazil that are identified and caused by the lack of documentation required by law. If the wood is condemned, it must be returned to its origin and the return costs are the sole responsibility of the importer/exporter. 5.5 The Federal Revenue Service will only release the merchandise after the wood condemned by the Ministry of Agriculture has been returned. 5.6 Agents and/or offices at origin are not authorized to carry out any check on the condition of packaging and/or the like that contain wood in their composition as they are not approved bodies to carry out this check.

6. FINAL PROVISIONS

- 6.1 To charge amounts relating to services, the commercial sales rate in Dollars or Euros will be used, depending on the shipping currency, or the minimum wage in force on the date of issuance of the invoice.
- 6.2 The values of services in Reais will be automatically adjusted every 12 (twelve) months from the date of the proposal based on the collective bargaining index for the category.
- 6.3 ISS, PIS, COFINS, IR, IOF and other applicable taxes will be added to the value of freight and services informed in CLIPPER's proposal/quote.
- 6.4 Billing for services will be due within 5 days of the invoice date.
- 6.5 Expenses for the stay of containers (demurrage) and the release of containers with representatives of the shipping companies will always be made in the name of the CLIENT, with CLIPPER acting as dispatch agent as a simple agent with powers granted through power of attorney, not responding to CLIPPER, therefore, any amount eventually charged as container overstay (demurrage or detention) as well as amounts relating to storage, the CLIENT being obliged to provide CLIPPER with proof of the return of the empty container to the rightful party within the stipulated period in each case.
- 6.6 Failure to pay on the date stipulated in this document and in the proposals and quotations presented by CLIPPER, including reimbursement of amounts disbursed by Clipper Transportes Internacionais Ltda, will subject the customer to payment duly updated through the exchange rate variation until the effective day of payment or variation of the IGP-M (FGV) if amounts originally expressed in reais, plus default interest of 12% (twelve percent) per year and a contractual default fine of 2% (two percent).
- 6.7 Contracting CLIPPER services or authorizing shipment of goods by email or simply delivering the cargo to Clipper or its Agent in Brazil or abroad, confirms acceptance of the values and conditions established in this document, as well as the transport conditions determined in the bill of lading and demurrage tables and port expenses necessary for the handling and storage of the cargo.
- 6.8 Any understanding made prior to receipt of the proposal/quote that contradicts its terms will not be valid.
- 6.9 Any doubts regarding the terms of this document or the proposal/quote must be resolved prior to the loading/clearance instruction or delivery of the goods to the CLIPPER agent/representative.
- 6.10 After the proposal is formalized, any renegotiation of service prices will only come into force 05 (five) business days from the date of issuance of the new proposal.
- 6.11 CLIPPER reserves the right to change the prices and conditions of proposals by creating, increasing or changing taxes, tariffs and port or customs fees, or even readjusting the price of freight and the like by transport companies or third parties involved in the logistics, import and export operations, which will come into effect immediately and for shipments that follow price increases
- 6.12 Clipper will maintain electronic files of the Customer's operational documentation for up to 2 years. All original documentation involved in customs clearance is sent together with the invoice and it is the Customer's sole responsibility to keep it safe and communicate it within 5 days in the event of any loss. After this period, the documentation will be considered complete and in order.
- 6.13 The importer must pay the freight for subsequent possession of the goods. Once you have submitted the cargo to the customs release request, you assume full agreement and confession of debt in relation to the freight included in the bill of lading and other expenses owed to the logistics operators involved in the shipment, including demurrage, even if you have only used electronic means of the bill of lading and freight and expenses have not been paid, as well as the original document internationally recognized as the document of credit and ownership of the merchandise contained therein has not been removed.
- 6.14 Any issues that may not be covered in this proposal will be resolved based on international agreements and treaties, as well as national legislation that governs the national and international transport of cargo, freight forwarders and customs brokers. The conditions and parts described on the back of the bill of lading of the company carrying out the transport are valid insofar as they are not contrary to what is established in this document and in the proposals/quotes, forming an integral part of this commercial condition for due legal purposes and effects.

To resolve any dispute, the jurisdiction of the District of São Paulo is chosen, waiving any other.

Clipper International Transport

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CONDITIONS AND TARIFFS FOR CONTAINER STORAGE (DEMURRAGE/ DETENTION)

Tariff applied to containers intended for the transport of dry cargo, meaning those that do not require special refrigeration.

- Containers for Dry Cargo (DRY) (CONTAINERS):
 - 20'DV:
 - 1st to 5th day: Free
 - 6th to 11th day: USD 90.00 / DAY
 - 12th to 17th day: USD 120.00 / DAY
 - 17th until return: USD 145.00 / DAY
 - 40'DV - HC:
 - 1st to 5th day: Free
 - 6th to 11th day: USD 130.00 / DAY
 - 12th to 17th day: USD 230.00 / DAY
 - 17th until return: USD 260.00 / DAY
 - 20'HC/OT/FR/PL:
 - 1st to 5th day: Free
 - 6th to 11th day: USD 145.00 / DAY
 - 12th to 17th day: USD 190.00 / DAY
 - 17th until return: USD 210.00 / DAY
 - 40'OT/FR/PL:
 - 1st to 5th day: Free
 - 6th to 11th day: USD 180.00 / DAY
 - 12th to 17th day: USD 303.00 / DAY
 - 17th until return: USD 340.00 / DAY
 - NOR 20':
 - 1st to 5th day: Free
 - 6th to 11th day: USD 215.00 / DAY
 - 12th to 17th day: USD 235.00 / DAY
 - 17th until return: USD 285.00 / DAY
 - NOR 40':
 - 1st to 5th day: Free
 - 6th to 11th day: USD 255.00 / DAY
 - 12th to 17th day: USD 275.00 / DAY
 - 17th until return: USD 325.00 / DAY

REFRIGERATED CONTAINERS - REEFER - Tariff applied to containers intended for the transport of cargo that require special refrigeration. The use of such containers will incur the following tariffs, regardless of the cargo packed in them.

- Refrigerated Containers (REEFER):
 - 20'RF:
 - 1st to 2nd day: Free
 - 3rd to 5th day: USD 313.00 / DAY
 - 6th to 9th day: USD 355.00 / DAY
 - 10th until return: USD 425.00 / DAY
 - 40'RF:
 - 1st to 2nd day: Free
 - 3rd to 5th day: USD 405.00 / DAY
 - 6th to 9th day: USD 503.00 / DAY
 - 10th until return: USD 583.00 / DAY

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