

## TERMS & CONDITIONS

### 1. Applicability.

The purchase of Services pursuant to an Invoice are subject to the terms and conditions of a written agreement signed by both RPC and Client under which RPC submits a Invoice, or, in the absence of such signed written agreement, the Terms (as defined in Section 2 below). To the extent there is a conflict between the terms of a written agreement signed by both parties or the Terms, the terms of the written agreement shall govern.

### 2. Definitions.

"RPC"	Razos Paq Corp (doing business as “Enviar a Mexico-Paqueteria”) or its affiliate indicated on the Invoice.
"Goods"	The raw materials, equipment, finished goods, parts, components, articles, or other items covered by the Invoice and other deliverables (if any) delivered in connection with the performance of the Services.
"Invoice"	The invoice issued by RPC to Client.
"Services"	The services, work or other performance obligations covered by the Invoice to transport Goods only from U.S.A. to Mexico or within the U.S.A. Services do not include transporting Goods from Mexico to the U.S.A.
"Client"	The individual or entity requesting the Services covered by the Invoice.
"Carrier"	The individual or entity providing the transportation services covered by the Invoice.
"Terms"	These Additional Instructions, Terms & Conditions, which may be amended from time to time.

### 3. Acceptance.

The Invoice is an offer by RPC to transport the Goods from Client in accordance with and subject to the terms herein and therein. The Invoice is not binding on RPC until it is accepted by Client. Client will be deemed to have accepted the Invoice and the Terms when it (i) makes payment of the Invoice (ii) sends RPC notice of acceptance in writing, (iii) starts to perform the Services in accordance with the terms of the Invoice, and/or (iv) delivers any or all of the Goods covered by the Invoice, whichever occurs first. RPC may withdraw the Invoice at any time before it is accepted by Client. No contract will exist except herein provided.

Client's acceptance is expressly limited to these Terms. Any proposal, statement of work, quote, invoice, acknowledgement or other communication issued by Client in connection with, or otherwise incorporated by reference into, the Invoice will be for the purposes of describing in greater detail the Goods and/or Services (as applicable) to be provided and/or for record and accounting purposes only, and any terms or conditions set forth in such communication will not apply to the Invoice and will not be considered to be Client's exceptions to these Terms. Any additional or different terms proposed by Client (including, without limitation, any terms contained in any document incorporated by reference into the Invoice) are objected to and rejected and will be deemed a material alteration hereof, unless expressly assented to in writing by RPC.

The Invoice, together with any documents incorporated herein and therein by reference, constitutes the sole and entire agreement of the parties with respect to the purchase and sale of the Services (as applicable), and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Invoice.

#### 4. Delivery Date.

RPC will deliver the Goods and/or perform the Services (as applicable) on the date(s) specified in the Invoice (the "Delivery Date"). If no delivery date is specified, RPC will deliver the Goods within thirty (30) days of Client's receipt of the Invoice (which date will be the Delivery Date). Timely delivery of the Goods and/or Services (as applicable) is of the essence. RPC does not offer a delivery guarantee for military or shipments delayed or denied for any reason due to customs inspections.

#### 5. Delivery Location; Shipping Terms.

All Goods will be delivered to, and all Services will be performed at, the address specified in the Invoice or the address provided by Client via e-mail (the "Delivery Location") during Carrier's normal business hours or as otherwise instructed by RPC.

Delivery of the Goods (if any) covered by the Invoice will be made in accordance with the delivery terms specified in the Invoice. If no shipping terms are specified, all deliveries of such Goods to and from U.S. locations will be made in accordance with Carrier delivery terms, and all deliveries of such Goods to and/or from non-U.S. locations will be made in accordance with Carrier delivery terms.

When Goods are delivered to a carrier for transportation, Client will give prompt written notice to RPC and provide RPC all documents necessary to release the Goods to RPC.

The "Invoice Number" indicated in the Invoice must appear on all applicable shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Invoice.

#### 6. Risk of Loss.

Delivery of the Goods is not complete until such Goods have actually been received and accepted by Carrier. Client bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

#### 7. Packaging.

All Goods covered by the Invoice (if any) must be packed for shipment according to RPC's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Client must provide RPC prior written notice if it requires RPC to return any packaging materials. Any return of such packaging materials will be made at Client's expense.

#### 8. Quantity.

The specific quantity of Goods packaged must be delivered in full and not be changed without RPC's written consent. If Client delivers more or less than the quantity of Goods ordered, RPC may reject all or any of the Goods. RPC has the right to open packages to verify that Goods packed for shipment can be delivered according to RPC's instructions. Any such rejected Goods will be returned to Client at Client's

risk and expense. If RPC does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods will be adjusted on a pro-rata basis.

#### 9. No Exclusivity or Minimums.

The Invoice is a non-exclusive agreement. Client is free to engage others to provide services the same as or similar to the Services to be provided under the Invoice. Client is not obligated to any minimum purchase or future purchase obligations under the Invoice.

#### 10. Prices; Most Favored Customer.

The price of the Services is the price stated in the Invoice (the "Price") subject to adjustment on a pro-rata basis for Client's failure to follow RPC's quantity and/or packaging instructions.

RPC warrants that the Prices for the Services (as applicable) to be provided are not less favorable than those currently extended to any other customer for the same or similar services.

Prices shown in the Invoice are complete and inclusive of all charges including, without limitation, charges for shipping, packaging, labeling, custom duties, taxes, insurance, storage, boxing and crating.

Additional charges will be added to the Price and any increase in the Price last quoted or charged to Client will be effective due to increased materials, labor or transportation costs or otherwise, without the prior written consent of RPC.

#### 11. Payment Terms; Late Fees.

RPC will issue an invoice to Client prior to delivery of the Goods and/or completion of the Services (as applicable) and then only in accordance with these Terms. All invoices and payments hereunder will be denominated in US dollars, unless otherwise required by Law or agreed to by the parties.

Client will pay all properly invoiced amounts due to RPC in accordance with the payment terms specified in the Invoice. If no payment terms are specified, Client will pay all properly invoiced amounts due to RPC within thirty (30) days after Client's receipt of such invoice (or within such shorter period of time as required by Law).

In the event of a payment dispute, Client will deliver a written statement to RPC listing all disputed items and providing a reasonably detailed description of each disputed item. The parties will seek to resolve all such disputes expeditiously and in good faith.

Without prejudice to any other right or remedy it may have, RPC reserves the right to set off or recoup, at any time, any amount owing to it by Client against any amount payable by Client to RPC.

If Client fails to pay any undisputed amount due to RPC under the Invoice by the applicable payment date, then Client will be charged such fees and/or interest (if any) as may be imposed by Law.

#### 12. Insurance.

RPC will provide \$100 of insurance coverage for any of Client's property under the care, custody or control of RPC. This insurance applies only to total loss of the package due to causes imputable to RPC and does not apply in any way to partial losses or damages to the Goods or services. Client, at its expense, will be solely responsible for maintaining greater coverage for shipments valued at more than

\$100. If the Client obtains additional insurance at its expense for shipments valued at more than \$100, then the insured amount must appear on the Invoice. In no event will the foregoing coverage limits affect or limit in any manner Client's contractual liability for indemnification under these Terms.

To determine if a total loss of a package has occurred, RPC will have up to 30 days from the date the shipment leaves the last destination point in the transportation process to perform an internal investigation and then proceed with an insurance payment if it is determined that a total loss has occurred.

### 13. General Warranties.

With respect to all Goods (if any) to be delivered under the Invoice, Client warrants to RPC that such Goods will (i) packaged, labeled, handled by Client or its agent in a good and workman-like manner at quality levels consistent with industry standards and in accordance with all applicable specifications and other requirements specified by RPC, and (ii) be fit, safe and effective for their shipment.

With respect to all Services (if any) to be performed under the Invoice, RPC warrants to Client that (i) RPC will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with any and all specifications provided by Client, and (ii) RPC will devote adequate resources to meet its obligations under the Invoice.

All warranties set forth in these Terms will remain in effect for a period of one (1) year from the date of acceptance of the Services (as applicable) by Client, and will not be deemed waived by reason of RPC's receipt, inspection, or acceptance of, or by payment for, the Goods and/or Services (as applicable).

Notice of breach of warranty may be given orally or in writing; said notice need not include a clear statement of all objections that will be relied upon by the parties as the basis for breach. All Warranties will be construed as conditions as well as promises.

### 14. Compliance with Laws.

In performing its obligations under the Invoice, RPC will comply with all applicable federal, state, local and foreign laws, rules, statutes, regulations, ordinances, and other provisions having the full force and effect of law, and orders, policies, judgments or requirements of any governmental or regulatory authority, including, without limitation, those described in greater detail in these Terms (each a "Law" and collectively, "Laws").

### 15. Environmental and Safety Compliance.

Any Goods to be shipped under the Invoice, and the manufacture of such Goods, will comply in all respects with the applicable Laws related to the pollution or protection of the environment or human health and safety, including without limitation, the U.S. Toxic Substances Control Act of 1976, as amended (15 USC § 2601, et seq.). Client warrants it will notify RPC in advance of any proposed change in the Goods supplied under the Invoice which may alter or add to it. Any such changes must be mutually agreed upon by Client and RPC prior to shipment.

### 16. Prohibited Materials.

With respect to any and all Goods (if any) delivered under the Invoice, Client warrants that such Goods will at no time contain any "prohibited materials" (e.g., explosives, ammunition, jewelry, animals, fresh

fruits and vegetables, leather products, pornography, medicine, alcoholic beverages, aerosols, air bags, cigarettes, dry ice, gasoline, nail polish, perfumes and poison), or any other Goods prohibited by law. Client will immediately notify RPC if at any time the foregoing representation becomes inaccurate or incomplete. Client will be solely responsible for shipments delayed or denied by customs inspections for Goods containing "prohibited materials".

#### 17. Indemnification.

Client agrees to hold harmless the RPC from and against any and all Losses arising out of or resulting in any way from (i) Carrier's performance of Services, (ii) any defect in the Goods, (iii) the negligence or willful misconduct of Carrier, its agents or employees, (iv) any claim for bodily injury or death, or damage to the Goods being transported, (v) Carrier's breach of any representation, warranty, covenant or other obligation hereunder, and/or (vi) the infringement of any third party proprietary rights with respect to (A) Services performed by Carrier, and/or (B) Goods supplied by Client for transportation.

#### 18. Limitation of Liability.

RPC SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) RESULTING FROM CARRIER'S PERFORMANCE OR ANY FAILURE TO PERFORM HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BENEFITS, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 19. Inspection; Rejection.

All packages to be transported are subject to RPC's right of inspection and rejection on or after the Delivery Date. RPC, at its sole option, may inspect all or a sample, and may reject all or any portion of the Goods if it determines the Goods to be transported do not conform to the Terms, do not conform to the descriptions and specifications delivered in connection with in the Invoice or otherwise communicated to RPC in writing. If RPC rejects any portion of the Goods, RPC has the right, effective upon written notice to Client, to: (i) rescind the Invoice in its entirety; (ii) accept the non-conforming Goods to be transported at a reasonably increased Price; or (iii) reject the non-conforming Goods to be transported and require the reperformance (as applicable) thereof.

If RPC requires reperformance of non-conforming Goods to be transported, Client will, at its expense, promptly reperform the non-conforming Goods to be transported and pay for all related expenses, including, but not limited to, transportation charges for the return of the non-conforming Goods and the delivery of replacement Goods.

Any inspection or other action by RPC under this Section will not reduce or otherwise affect Client's obligations under the Invoice, and RPC will have the right to conduct further inspections after Client has carried out its remedial actions. Acceptance by RPC will not occur unless and until with respect to Goods to be transported, reperformance is completed to RPC's satisfaction.

#### 20. Termination Rights.

RPC reserves the right to cancel all or any part of the undelivered portion of the Invoice if Client does not timely provide the Goods for transporting, time being of the essence, or if Client breaches any of the terms hereof including, without limitation, the Warranties.

RPC further reserves the right to terminate the Invoice in whole or in part for convenience upon written notice to Client, in which event Client will be entitled only to reasonable termination charges consisting of actual direct costs resulting from termination.

Termination of services is determined to automatically occur when delivery of any of RPC's contracted carriers completes delivery and proof of delivery is signed by the Client or an authorized Client representative. By providing a signature, Client warrants that the services were performed satisfactorily and the package or Goods are accepted "as is".

#### 21. Cancellation.

If the Client requests the cancellation of international Services and requests the return of the package or Goods, the Client will pay for all related expenses generated by said shipment as well as the expenses necessary to return the package to its place origin. Acceptance of cancellation will not occur unless the reasons for cancellation are determined to be reasonable as per RPC's cancellation policy.

If the Client requests the cancellation of international Services at a time when the package is not within the boundaries of the USA borders and the Client requests the return of the package or Goods, Client will, at its expense, promptly retain the services of an alternative company to ship the package or Goods for return and pay for all related expenses including, but not limited to, transportation charges for the return and delivery of the package or Goods to its place of origin.

#### 22. Force majeure.

Neither party will be liable for any delay or failure in performing its obligations under the Invoice (including failure to take delivery of the Goods) to the extent that such delay or failure is caused, without such party's fault or negligence, by a Force Majeure Event. For purposes of these Terms, a "Force Majeure Event" refers to the occurrence of unforeseeable and/or unavoidable circumstances beyond a party's control that, by their nature, make such party's performance commercially impractical, including, but not limited to, acts of God or the public enemy, fire, flood, acts of war, government action, incorrect ZIP Code or address, delay or cancellation of flights, accident, earthquakes, explosion, epidemic, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. A party's economic hardship or changes in market conditions are not considered Force Majeure Events excusing such party's performance. RPC will use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Invoice. If a Force Majeure Event prevents Client from carrying out its obligations under the Invoice for a continuous period of more than thirty (30) days, RPC may terminate the Invoice immediately by giving written notice to Client.

#### 23. Cumulative Remedies.

Every right and remedy reserved by RPC will be cumulative and additional to any other or further remedies provided in Law or equity or in these Terms.

#### 24. Governing Law; Jurisdiction.

The Invoice will be governed and construed according to the Laws of the State of Texas without regard to principles of conflicts of law.

Any action brought by either party hereto concerning, or relating to, the Invoice shall be brought in the federal or state courts (as applicable) within the State of Texas; provided, however, that if (i) the defendant in any such action (A) is not subject to the jurisdiction of the U.S. courts, and (B) refuses to be subject to the jurisdiction of U.S. courts, or (ii) RPC so elects, then any action shall be finally settled by arbitration by one or more arbitrators appointed in accordance with arbitration rules. The arbitration proceedings shall be conducted, and the award shall be rendered, in the English or Spanish language. Judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitrators shall determine the dispute in accordance with the Laws of the State of Texas. The award of the arbitrators shall be final and binding upon the parties. The arbitrators shall have the authority to award equitable relief, attorneys' fees and costs and other relief as may be appropriate.

#### 25. Assignment.

Neither the Invoice nor any of the rights and obligations of Client thereunder may be assigned or transferred by Client without the prior written consent of RPC. The Invoice will be binding upon and inure to the benefit of parties and their respective successors and permitted assigns and no other person will have any right, obligation or benefit hereunder. Any attempted assignment or transfer in violation of this Section will be void.

#### 26. Notices.

All notices, requests, demands and other communications that are required or may be given pursuant to the Invoice will be in writing and sent by e-mail, mail, overnight courier or facsimile, to (a) RPC at the address indicated in the Invoice, or (b) Client, at the address indicated in the Invoice, or to such other address as one party may later specify to the other party in writing.

Delivery of any such notices will be deemed sufficient in all respects and to have been duly given as follows: (a) on the actual date of service if delivered personally; (b) at the time of receipt of confirmation by the transmitting party if by facsimile transmission; (c) at the time of receipt if given by electronic mail to the e-mail addresses set forth in the Invoice or otherwise communicated to the other party; provided, however, that a party sending notice by electronic delivery will bear the burden of authentication and of proving transmittal, receipt and time of receipt; (d) on the third day after mailing if mailed by first class mail return receipt requested, postage prepaid and properly addressed as set forth in this Section; or (e) on the day after delivery to a nationally recognized overnight courier service during its business hours or the Express Mail service maintained by the United States Postal Service during its business hours for overnight delivery against receipt, and properly addressed as set forth in this Section.

#### 27. Amendment and Modification.

No change to these Terms is binding upon the parties unless it is in writing and is signed by an authorized representative of the parties.

These Terms supersede all prior written and oral statements, terms or agreements and no representation, statement, or condition or warranty not contained in these Terms shall be binding on the parties or have any force or effect whatsoever.

28. Waiver.

Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Invoice will operate or be construed as a waiver thereof. Waiver by either party of any default of the other will not operate to excuse the defaulting party from further compliance with this contract, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

29. Language.

The only official version of the Invoice, and all communications related to the Invoice, will be in the English or Spanish language.

Date Effective: December 19, 2018

*Agreed and acknowledged by:*

*Agreed and acknowledged by:*

RPC

Client

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date