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THE TERMS AND CONDITIONS BELOW EXPLAIN THE RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF ALL PARTIES IN THIS AGREEMENT. THE WORDS "YOU" OR "YOUR" MEANS THE CLIENT AND THE WORDS "OUR" AND "US" MEANS MEXPACK INTERNATIONAL. NONE OF THE TERMS AND CONDITIONS BELOW CAN BE CHANGED OR AMENDED WITHOUT PRIOR WRITTEN AGREEMENT AND APPROVAL. PLEASE PAY SPECIAL ATTENTION TO CLAUSES G, H, I AND J IN WHICH OUR LIABILITY IS LIMITED AND IN WHICH YOU ARE REMINDED TO CONSIDER SPECIAL TRANSPORT INSURANCE TO COVER YOUR GOODS OR RESIDENCE THROUGH AN AMERICAN INSURANCE COMPANY. WE ARE ABLE TO ARRANGE THIS INSURANCE ON YOUR BEHALF. IF CONTRACTED, THIS INSURANCE WILL FORM A SEPARATE AGREEMENT BETWEEN YOU AND THE INSURERS AND SEPARATE CONDITIONS WILL APPLY.

**A. OUR QUOTATION**

A.1. OUR QUOTATION, UNLESS OTHERWISE SPECIFIED, DOES NOT INCLUDE INSURANCE, TAXES, DUTIES, CUSTOMS INSPECTIONS, INSPECTIONS BY ANY OTHER GOVERNMENTAL AUTHORITY, OTHER CHARGES CORRESPONDING TO A GOVERNMENTAL AUTHORITY, DEMURRAGE, STORAGE OF ANY KIND  
A.2. WE MAY CHANGE THE RATES OR EFFECT ANY OTHER CHANGE IF PRESENTED WITH CIRCUMSTANCES WHICH WERE NOT TAKEN INTO ACCOUNT WHEN WE PREPARED OUR QUOTATION AND CONFIRMED BY US IN WRITING. SOME EXAMPLES INCLUDE:  
A.2.A. YOU DO NOT ACCEPT OUR QUOTATION IN WRITING WITHIN THIRTY DAYS OR THE REQUESTED SERVICES ARE NOT INITIATED OR COMPLETED WITHIN A PERIOD OF THREE MONTHS FROM THE QUOTATION DATE  
A.2.B. OUR COSTS CHANGE DUE TO CURRENCY FLUCTUATIONS OR CHANGES IN TAXATION OR FREIGHT CHARGES THAT ARE BEYOND OUR CONTROL  
A.2.C. YOU REQUEST THAT WE WORK ON A SATURDAY, SUNDAY, NATIONAL HOLIDAY OR OTHERWISE OUTSIDE OF NORMAL HOURS (900H-1600H)  
A.2.D. YOU ASK US TO COLLECT OR DELIVER GOODS ABOVE THE SECOND FLOOR  
A.2.E. YOU ASK US TO COLLECT OR DELIVER GOODS AT A SELF STORAGE FACILITY  
A.2.F. IF YOU COLLECT SOME OR ALL OF YOUR GOODS FROM OUR WAREHOUSE, WE ARE ENTITLED TO CHARGE FOR THE ASSOCIATED WAREHOUSE HANDLING  
A.2.G. YOU ASK FOR ADDITIONAL SERVICES (E.G. PACKING, TRANSPORT, STORAGE, DELIVERY, ETC. OF GOODS NOT INCLUDED IN THE QUOTATION)  
A.2.H. THE ELEVATORS, STAIRS OR ENTRYWAYS ARE INADEQUATE WITHOUT STRUCTURAL MODIFICATION OR THE USE OF MECHANICAL EQUIPMENT, OR THE STREET, AVENUE, DRIVE, OR OTHER ACCESS DOES NOT PERMIT THE LOADING/UNLOADING OF OUR VEHICLES AND/OR CONTAINERS WITHIN A DISTANCE OF TWENTY METERS OF THE DOORWAY OF YOUR RESIDENCE  
A.2.I. IF WE PAY FEES IN ORDER TO PARK, CIRCULATE, ETC IN ORDER TO PERFORM THE REQUESTED SERVICES  
A.2.J. IF THERE ARE DELAYS AND/OR EVENTS OUT OF OUR CONTROL WHICH INCREASE OR EXTEND THE TIME OR RESOURCES NEEDED TO COMPLETE THE AGREED SERVICES  
A.2.K. IF CHARGES ARE INCURRED DUE TO A SUDDEN CHANGE IN YOUR PLANS WITH RESPECT TO THE TYPE OF SERVICE AGREED (FOR EXAMPLE BUT NOT LIMITED TO: CHANGE IN DATE REQUESTED FOR THE SERVICE, PERMANENT OR TEMPORARY CANCELLATION OF SERVICE AFTER HAVING BEEN INITIATED, SIGNIFICANT CHANGE IN THE CONTENT OF THE SHIPMENT IN VOLUME, TYPE OF PACKING IF MORE FRAGILE ITEMS, ETC.)  
A.3. OUR QUOTATION IS BASED ON:  
A.3.A. RATES, RULES, CONVENTIONS AND EXCHANGE RATES CURRENT AT THE MOMENT OF CREATING THE QUOTATION  
A.3.B. MINIMUM WEIGHTS AND VOLUMES  
A.3.C. STANDARD HOUSEHOLD GOODS DENSITY OF 6.5 POUNDS PER CUBIC FOOT  
A.4. IN ANY SUCH CIRCUMSTANCES, ADJUSTED CHARGES MAY BE APPLIED AND BECOME PAYABLE ACCORDING TO THE TERMS OF PAYMENT

**B. SERVICES NOT INCLUDED IN THE QUOTATION**

B.1. UNLESS AGREED BY US IN WRITING, OUR SERVICES DO NOT INCLUDE:  
B.1.A. ASSEMBLY OR DISASSEMBLY OF FURNITURE, ACCESSORIES OR ANY OTHER COMPLICATED ARTICLE  
B.1.B. INSTALLATION, UNINSTALLATION, CONNECTION, DISCONNECTION OR RECONNECTION OF ELECTRONIC DEVICES, APPLIANCES OR SIMILAR EQUIPMENT  
B.1.C. INSTALLATION OR UNINSTALLATION OF FLOORING OR SIMILAR MATERIALS  
B.1.D. MOVEMENT OF ARTICLES IN AREAS WITHOUT SUFFICIENT ILLUMINATION  
B.1.E. MOVEMENT OR STORAGE OF ARTICLES EXCLUDED IN CLAUSE D  
B.1.F. THIRD PARTY SERVICES (E.G. ELECTRICIAN, CARPENTERS, ETC)  
B.1.G. DELIVERY OF STORED ITEMS  
B.1.H. PACKING, COLLECTION AND/OR DELIVERY IN MORE THAN ONE RESIDENCE IN ORIGIN OR DESTINATION  
B.1.I. POSITIONING OF ARTICLES ON SHELVES AND/OR INSIDE OF CABINETS, DRAWERS, ETC. DURING THE UNPACKING SERVICE  
B.1.J. POSITIONING OF PAINTINGS AND MIRRORS  
B.1.K. EXTRA COLLECTION OF USED PACKING MATERIAL (USUALLY THE UNPACKING DEBRIS IS COLLECTED ON THE FINAL DAY OF THE DELIVERY)  
B.1.L. ANY OTHER SERVICE NOT SPECIFICALLY INCLUDED IN THE QUOTATION  
B.1.M. PACKING IN OR DELIVERY TO SELF-STORAGE UNITS

**C. YOUR RESPONSIBILITY**

C.1. IT WILL BE YOUR SOLE RESPONSIBILITY TO:  
C.1.A. DECLARE TO US IN WRITING THE VALUE OF THE ARTICLES TO BE RELOCATED AND/OR STORED. IF IT IS EVIDENT THAT THE ACTUAL VALUE IS MORE THAN THE VALUE DECLARED BY YOU, OUR LIABILITY WILL BE REDUCED PROPORTIONALLY AS STIPULATED IN CLAUSE I.1 IN ORDER TO REFLECT THE MARKET VALUE  
C.1.B. ARRANGE ADEQUATE INSURANCE COVERAGE FOR THE ARTICLES INCLUDED IN YOUR RELOCATION AND/OR STORAGE, AGAINST ALL INSURABLE RISKS PER CLAUSE I.1. WE CAN AID IN THE PROCUREMENT OF THIS INSURANCE COVER  
C.1.C. OBTAIN AT YOUR OWN EXPENSE THE DOCUMENTS, PERMITS, LICENSES, ETC NECESSARY TO COMPLETE YOUR SERVICE  
C.1.D. BE PRESENT OR REPRESENTED DURING THE COLLECTION AND DELIVERY OF YOUR MOVE  
C.1.E. ENSURE AUTHORIZED SIGNATURES ON INVENTORIES, RECEIPTS, WAYBILLS, WORK ORDERS, EVALUATION SHEETS, TIME LOGS AND OTHER DOCUMENTS RELATED TO YOUR SERVICE AS CONFIRMATION OF COLLECTION OR DELIVERY OF GOODS  
C.1.F. TAKE ALL REASONABLE STEPS TO AVOID OUR PACKING ANYTHING IN ERROR OR LEAVING SOMETHING BEHIND THAT SHOULD BE INCLUDED IN YOUR SHIPMENT  
C.1.G. AVOID LEAVING ITEMS IN AREAS WITHOUT SUFFICIENT SUPERVISION IN UNOCCUPIED AREAS OR WHERE PEOPLE SUCH AS NEIGHBORS, WORKERS, ETC. COULD BE PRESENT  
C.1.H. PREPARE ADEQUATELY AND STABILIZE ALL APPLIANCES OR ELECTRONIC EQUIPMENT PRIOR TO THE PACKING AND COLLECTION SERVICE IN CASE OF GAS EQUIPMENT, YOU MUST EMPTY THEM OF GAS PRIOR TO OUR BEGINNING THE PACKING SERVICE. IF A VEHICLE IS INCLUDED IN YOUR SHIPMENT, YOU MUST ADEQUATELY PREPARE THE AUTO FOR ITS TRANSPORT (E.G. EMPTY THE GAS TANK TO LESS THAN 1/4 OF A TANK, ETC.)  
C.1.I. EMPTY, DEFROST AND CLEAN REFRIGERATORS AND FREEZERS. WE ARE NOT LIABLE FOR THE CONTENTS  
C.1.J. PROVIDE US WITH CORRECT AND UPDATED CONTACT INFORMATION (E.G. PACKING, COLLECTION, DELIVERY ADDRESSES; TELEPHONE NUMBERS AND EMAIL ADDRESSES IN ORIGIN AND DESTINATION)  
C.1.K. WE AND/OR OUR AGENT IN THE EXTERIOR OF THE COUNTRY WILL INFORM YOU REGARDING THE DOCUMENTS NECESSARY TO PERFORM THE CUSTOMS PROCESSES AND OTHER PROCESSES RELATED WITH YOUR SERVICE; IN CASE WE REQUIRE FURTHER INFORMATION WITH ANY OF THESE DOCUMENTS, WE WILL ATTEMPT TO INFORM YOU WITH AS MUCH ANTICIPATION POSSIBLE; NONETHELESS, IT IS YOUR RESPONSIBILITY TO PROVIDE COMPLETE AND UPDATED DOCUMENTATION WITHIN THE TIMELINE INDICATED BY US AND/OR OUR AGENT IN THE EXTERIOR  
C.1.L. DECLARE WITH ABSOLUTE TRUTHFULNESS ALL OF THE NECESSARY INFORMATION IN ORDER TO PERFORM THE SERVICE  
C.1.M. AVOID THE INCLUSION OF ILLEGAL OR PROHIBITED ITEMS IN YOUR SHIPMENT; SEE CLAUSE D

C.2. OTHER THAN BY REASON OF OUR NEGLIGENCE OR IN BREACH OF CONTRACT, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, COSTS OR ADDITIONAL CHARGES THAT MAY ARISE FROM FAILURE TO DISCHARGE THESE RESPONSIBILITIES

**D. PROHIBITED AND ILLEGAL ITEMS NOT TO BE INCLUDED IN YOUR SHIPMENT**

D.1. UNLESS PREVIOUSLY AGREED IN WRITING BY A DIRECTOR OR OTHER AUTHORIZED COMPANY REPRESENTATIVE, THE FOLLOWING ITEMS MUST NOT BE INCLUDED IN A SHIPMENT TO BE MOVED OR STORED BY US:  
D.1.A. PROHIBITED OR STOLEN ITEMS, MEDICINES, OTHER LEGAL DRUGS, ILLEGAL DRUGS, PORNOGRAPHIC ITEMS, DANGEROUS ITEMS OR POTENTIALLY DANGEROUS ITEMS, HARMFUL ITEMS OR EXPLOSIVE ITEMS (E.G. GAS, PROPANE OR OXYGEN TANKS, AEROSOLS, FIRE EXTINGUISHERS, OTHER TYPES OF COMPRESSED GASES, PAINTS, WEAPONS, AMMUNITION, FIREWORKS, FIRE CRACKERS), ETC.  
D.1.B. JEWELRY, WATCHES, PRECIOUS STONES OR METALS, MONEY (E.G. BILLS OR COINS), DEEDS, STOCKS, TITLES, POSTAL STAMPS, GLASSES, CAMERAS OR OTHER COLLECTIONS OR SMALL OBJECTS WITH HIGH COMMERCIAL VALUE  
D.1.C. PLANTS, SEEDS, FLOWERS OR ITEMS IN WHICH INFESTATIONS OR CONTAMINATIONS OF INSECTS, VERMIN OR OTHER PESTS MAY OCCUR. THE ONLY EXCEPTION IS ARTIFICIAL PLANTS  
D.1.D. ANY TYPE OF ANIMAL, BIRD OR FISH  
D.1.E. ITEMS THAT REQUIRE SPECIAL LICENSE OR GOVERNMENT PERMISSION TO IMPORT OR EXPORT  
D.1.F. PERISHABLE ITEMS AND/OR ANY ITEM THAT MUST BE MAINTAINED IN A CONTROLLED ENVIRONMENT  
D.1.G. NEW ITEMS (ITEMS LESS THAN SIX MONTHS OLD AND/OR ITEMS WHICH APPEAR TO BE UNUSED ARE CONSIDERED NEW ITEMS)  
D.1.H. BLANK OR UNUSED CDS OR VHS TAPES (THEY WILL BE CONSIDERED AS NEW ITEMS)  
D.1.I. ANY TYPE OF BEVERAGE AND/OR LIQUID (E.G. WINES, LIQUEURS, BEER, SODAS, WATERS, ALCOHOL, PERFUMES, ETC.)  
D.1.J. ANY TYPE OF EDIBLE PRODUCT (E.G. TEA, SPICES, CANNED FOOD, PET FOOD)  
D.1.K. LUBRICANT, ANTIFREEZE OR SIMILAR ITEMS  
D.1.L. CORROSIVES (E.G. ACIDS, DRAIN CLEANER, PAINT THINNER, PHOTOGRAPHIC CHEMICAL SUBSTANCES, BATTERIES, BLEACHES)  
D.1.M. FLAMMABLE ITEMS (E.G. GASOLINE, MATCHES, LIGHTERS, CHEMICALS, VARNISH CARBON BRIQUETTES)  
D.1.N. TOXIC MATERIALS  
D.1.O. LOOSE ITEMS NOT CONSIDERED USED HOUSEHOLD GOODS (E.G. TIRES, BUMPER, OTHER AUTOMOBILE PARTS)  
D.2. THE VOLUME/QUANTITY OF ANY ITEM MUST CORRESPOND TO THE NORMAL USE OF A PERSON OR FAMILY. IF THIS RULE IS NOT FOLLOWED, THE FOLLOWING ITEMS MAY BE CONSIDERED AS COMMERCIAL ITEMS:  
D.2.A. TOILET PAPER, PAPER TOWELS, DIAPERS, SIMILAR ITEMS  
D.2.B. DETERGENTS, SOAP, SIMILAR ITEMS  
D.2.C. COLLECTIONS OF PENS, MODEL CARS, ELECTRONICS, ETC.

**E. OWNERSHIP OF THE ITEMS**

E.1. BY ENTERING INTO THIS AGREEMENT, YOU GUARANTEE THAT:  
E.1.A. THE ITEMS TO BE INCLUDED IN YOUR SHIPMENT AND/OR STORAGE ARE YOUR OWN PROPERTY OR  
E.1.B. THE OWNER OF THE PROPERTY HAS GIVEN YOU THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND HAS BEEN MADE AWARE OF THESE TERMS AND CONDITIONS  
**E.1.C. READ THIS PROVISION CAREFULLY AS IT MAY AFFECT YOUR RIGHTS: YOU WILL DEFEND, INDEMNIFY AND HOLD HARMLESS US AND OUR EMPLOYEES FOR ANY CLAIM FOR DAMAGES AND/OR COSTS, INCLUDING ATTORNEY FEES, BROUGHT AGAINST US IF EITHER E.1.A OR E.1.B ARE NOT TRUE, OR WHICH ARISES IN ANY WAY FROM THIS CONTRACT**

**F. PAYMENT**

F.1. UNLESS OTHERWISE AGREED BY US IN WRITING:  
F.1.A. PAYMENT IS REQUIRED BY CLEARED FUNDS WITHIN FIFTEEN DAYS FOLLOWING THE EMISSION OF OUR INVOICE AND ALWAYS PRIOR TO RELEASE OF THE SHIPMENT TO YOU  
F.1.B. YOU MAY NOT WITHHOLD ANY PART OF THE PRICE AGREED IN THE FINAL QUOTATION WHICH MAY INCLUDE ADDITIONAL CHARGES MADE UNAWARE TO YOU IN WRITING  
F.2. INVOICES IN MEXICAN PESOS WILL BE ISSUED BY MEXICO PACIFIC INTERNATIONAL REMOVALS, SA DE CV OR BY MP RELOCATIONS, SA DE CV  
F.3. INVOICES IN US DOLLARS WILL BE ISSUED BY RELO INTERNATIONAL, INC.

**G. OUR LIABILITY FOR LOSS OR DAMAGE**

G.1. OUR LIABILITY FOR LOSS OR DAMAGE IS LIMITED, ACCORDING TO CLAUSE G.1.A. ALTERNATIVELY, YOU MAY ASK US IN WRITING TO INCREASE OUR LIABILITY AS PER G.1.B:  
G.1.A. IN THE EVENT OF NEGLIGENCE OR BREACH OF CONTRACT RESULTING IN LOSS OF OR DAMAGE TO YOUR GOODS, WE WILL PAY A SUM EQUIVALENT TO REPAIR OR REPLACE THE ITEM, BASED ON WHICHEVER IS THE LESSER AMOUNT, UP TO A MAXIMUM OF 50 USD PER ITEM  
G.1.B. PRIOR TO BEGINNING YOUR SERVICE, IF WE HAVE RECEIVED YOUR VALUED INVENTORY (PER CLAUSE C.1.A), WE CAN INCREASE OUR LIABILITY FOR AN ADDITIONAL COST. WE WILL NOT UNREASONABLY REFUSE SUCH A REQUEST FROM YOU, BUT IT MUST BE UNDERSTOOD THAT THIS IS NOT INSURANCE COVERAGE AND WE REQUIRE THAT YOU ACCEPT THE INSURANCE OPTION PRESENTED IN OUR QUOTATION AND OBTAIN THE MINIMUM INSURANCE PER CBM OUTLINED THEREIN, WHICH IS INCORPORATED HERE BY REFERENCE. IT IS YOUR RESPONSIBILITY TO ARRANGE PROPER INSURANCE COVERAGE FOR YOUR SHIPMENT.  
G.2. FOR SHIPMENTS DESTINED TO OR RECEIVED FROM A PLACE OUTSIDE OF MEXICO:  
G.2.A. WE WILL ACCEPT LIABILITY FOR LOSS OR DAMAGE ARISING FROM OUR NEGLIGENCE OR BREACH OF CONTRACT WHILE THE GOODS ARE IN OUR PHYSICAL POSSESSION AND/OR WHILE THE GOODS ARE IN THE POSSESSION OF OTHERS AND THE LOSS OR DAMAGE IS DETERMINED TO HAVE BEEN CAUSED BY OUR FAILURE TO PACK THE GOODS TO A REASONABLE STANDARD WHERE WE HAVE BEEN CONTRACTED TO PACK THE GOODS THAT ARE SUBJECT TO THE CLAIM  
(CLAUSES G.1.A AND G.1.B WILL NEVERTHELESS ALWAYS APPLY)  
G.2.B. IF WE CONTRACT A FREIGHT COMPANY, AIRLINE, SHIPPING LINE, ETC. IN ORDER TO MOVE YOUR GOODS TO THE PLACE, PORT, AIRPORT, ETC. OF DESTINATION, WE ARE DOING SO ON BEHALF OF YOU AND THESE SERVICES ARE THEREFORE SUBJECT TO THE TERMS AND CONDITIONS ACCORDING TO EACH CARRIER  
G.2.C. IF THE CARRIER SHOULD FOR REASONS BEYOND THE CARRIER'S CONTROL FAIL TO DELIVER THE GOODS OR ROUTE THEM TO A PLACE OTHER THAN THE ORIGINAL DESTINATION, YOU HAVE LIMITED RECOURSE AGAINST THE CARRIER AND MAY BE LIABLE FOR GENERAL AVERAGE CONTRIBUTION (E.G. THE COSTS INCURRED TO PRESERVE THE VESSEL AND CARGO) AND SALVAGE CHARGES OR THE ADDITIONAL COST OF ONWARD TRANSMISSION TO THE PLACE, PORT, AIRPORT, ETC. OF DESTINATION. AS A REMINDER, THESE ARE INSURABLE RISKS AND IT IS YOUR RESPONSIBILITY TO ARRANGE PROPER INSURANCE COVER FOR YOUR SHIPMENT.  
G.2.D. WE ARE NOT LIABLE FOR SHIPMENTS PARTIALLY OR IN WHOLE CONFISCATED, SEIZED, REMOVED, DAMAGED, ETC. BY GOVERNMENTAL AUTHORITIES (E.G. CUSTOMS) UNLESS IT HAS BEEN DETERMINED THAT WE ARE IN BREACH OF CONTRACT OR NEGLIGENT  
G.3. FOR THIS AGREEMENT, AN ITEM OR ARTICLE OR SHIPMENT IS DEFINED AS:

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G.3.A. THE ENTIRE CONTENT OF A BOX, PACKAGE, CARTON, LIFTVAN, AIR VAN OR SIMILAR CONTAINER AND  
G.3.B. ANY OTHER LEGAL OBJECT OR THING THAT IS MOVED, HANDLED OR STORED BY US

H. DAMAGES TO PROPERTY OR INSTALLATIONS NOT CONSIDERED HOUSEHOLD GOODS OR PART OF YOUR MOVE OR STORAGE

H.1. IF WE CAUSE LOSS OR DAMAGE TO INSTALLATIONS OR PROPERTY OTHER THAN ITEMS THAT ARE PART OF YOUR SHIPMENT OR STORAGE AS A RESULT OF OUR NEGLIGENCE OR BREACH OF CONTRACT, OUR LIABILITY IS LIMITED TO REPAIRING THE DAMAGED AREA, NOTHING MORE  
H.2. IF WE CAUSE DAMAGE DUE TO INSTRUCTIONS RECEIVED FROM YOU, INCLUDING BUT NOT LIMITED TO INSTRUCTIONS AGAINST OUR ADVICE, AND IN WHICH MOVING THE GOODS IN THE MANNER INSTRUCTED BY YOU IS LIKELY TO CAUSE DAMAGE, WE WILL NOT BE LIABLE  
H.3. IF YOU FEEL WE HAVE CAUSED DAMAGE TO YOUR INSTALLATIONS OR PROPERTY OTHER THAN THE ITEMS INTENDED FOR STORAGE OR PART OF YOUR MOVE, YOU MUST NOTE THIS ON THE WORK ORDER OR ON THE SHEET OF DAMAGES AS SOON AS POSSIBLE AND/OR NO LATER THAN SEVEN DAYS IN WRITING

I. EXCLUSIONS OF LIABILITY

I.1. UNLESS OUR NEGLIGENCE OR BREACH OF CONTRACT CAN BE DETERMINED, WE WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE, FAILURE TO PRODUCE THE GOODS IF ANY OF THE FOLLOWING CIRCUMSTANCES ARE APPLICABLE:  
I.1.A. BY FIRE, HOWEVER CAUSED  
I.1.B. BY WAR, INVASION, ACTS OF FOREIGN ENEMIES, HOSTILITIES (WHETHER WAR HAS BEEN DECLARED OR NOT), CIVIL WAR, TERRORISM, REBELLION AND/OR MILITARY/POLITICAL COUP, ACT OF GOD, THIRD PARTY INDUSTRIAL ACTION, FORCE MAJEURE, REGIONAL OR GLOBAL HEALTH SITUATIONS (EG HEALTH PANDEMICS), STRIKES OR OTHER SUCH EVENTS OUTSIDE OF OUR REASONABLE CONTROL  
I.1.C. BY NORMAL WEAR AND TEAR, NATURAL OR GRADUAL DETERIORATION, LEAKAGE, EVAPORATION ETC. FROM PERISHABLE ITEMS. THIS INCLUDES ANY ITEMS LEFT IN FURNITURE, APPLIANCES, ETC.  
I.1.D. BY MOTH, VERMIN, INSECTS OR OTHER INFESTATION  
I.1.E. BY CLEANING, REPAIRING OR RESTORING UNLESS WE HAVE ARRANGED FOR THESE SERVICES TO BE PERFORMED  
I.1.F. BY CHANGE IN ATMOSPHERIC OR CLIMATIC CONDITIONS  
I.1.G. IF ITEMS IN FURNITURE SUCH AS WARDROBES, DRAWERS, APPLIANCES OR IN A PACKAGE, CARTON, LIFT VAN, AIR VAN OR OTHER CONTAINER IS NOT BOTH PACKED AND UNPACKED BY US  
I.1.H. IF THERE IS ELECTRICAL OR MECHANICAL DERANGEMENT TO ANY APPLIANCE, INSTRUMENT, CLOCK, COMPUTER OR ANY OTHER TYPE OF EQUIPMENT UNLESS THERE IS EVIDENCE OF RELATED EXTERNAL DAMAGE  
I.1.I. IF ANY OF THE ITEMS HAS A PRE-EXISTING DEFECT OR IS INHERENTLY DEFECTIVE  
I.1.J. FOR ANY ANIMALS OR THEIR CAGES OR FISH TANKS, INCLUDING FISH, CATS, DOGS, BIRDS, OTHER PETS  
I.1.K. FOR PLANTS  
I.1.L. FOR PERISHABLE ITEMS OR GOODS THAT REQUIRE A CONTROLLED CLIMATE  
I.1.M. FOR ANY ITEMS RELATED TO OR MENTIONED IN CLAUSE D  
I.1.N. FOR DAMAGES OR COSTS THAT OCCUR INDIRECTLY FROM OR AS A CONSEQUENCE OF LOSS, DAMAGE OR FAILURE TO PRODUCE THE ITEMS OR SERVICE INCLUDING BUT NOT LIMITED TO LOSS OF USE OR AMENITY  
I.2. NO EMPLOYEE OF MEXPACK SHALL BE SEPARATELY LIABLE TO YOU FOR ANY DAMAGE, LOSS, INCORRECT SERVICE, ERROR OR OMISSION ACCORDING TO THE TERMS OF THIS AGREEMENT  
I.3. OUR LIABILITY ENDS ONCE THE GOODS HAVE BEEN HANDED OVER FROM OUR POSSESSION (SEE CLAUSE J.2)

J. TIME LIMIT FOR CLAIMS

J.1. FOR ITEMS DELIVERED BY US, YOU MUST NOTIFY US IN WRITING FOR ANY VISIBLE LOSS, DAMAGE, FAILURE, ETC. IN THE MOMENT OF THE DELIVERY OF YOUR ITEMS  
J.2. IF YOU OR YOUR REPRESENTATIVE COLLECT THE ITEMS, YOU MUST NOTIFY US IN WRITING OF ANY LOSS OR DAMAGES AT THE MOMENT THAT THE ITEMS ARE HANDED TO YOU OR YOUR REPRESENTATIVE  
J.3. NOTWITHSTANDING CLAUSES G, H & I, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE UNLESS A CLAIM IS NOTIFIED IN WRITING TO US OR TO OUR REPRESENTATIVE (AGENT CARRYING OUT COLLECTION OR DELIVERY FOR US) WITHIN SEVEN DAYS OF DELIVERY OR, IF APPLICABLE, AS SOON AS REASONABLY POSSIBLE PER J.4  
J.4. THE TIME LIMIT TO NOTIFY US OF YOUR CLAIM MAY BE REASONABLY EXTENDED AS LONG AS WE RECEIVE A WRITTEN REQUEST TO DO SO WITHIN SEVEN DAYS. CONSENT TO SUCH A REQUEST WILL NOT BE UNREASONABLY WITHHELD

K. DELAYS IN TRANSIT

K.1 WE WILL NOT BE LIABLE FOR DELAYS IN TRANSIT OTHER THAN IN CASES OF OUR NEGLIGENCE OR BREACH OF CONTRACT  
K.2 UNLESS A DELAY IN THE DELIVERY OF YOUR SHIPMENT HAS BEEN CAUSED BY OUR NEGLIGENCE OR BREACH OF CONTRACT, WE WILL MOVE THE SHIPMENT INTO STORAGE. THIS AGREEMENT WILL THEN BE CONSIDERED COMPLETE AND FULFILLED AND ANY ADDITIONAL COSTS INCURRED BY SERVICES NOT INCLUDED IN THE QUOTATION (E.G. STORAGE CHARGES, RE-DELIVERY, WAREHOUSE HANDLING, ETC.) WILL BE AT YOUR EXPENSE

L. OUR RIGHT TO HOLD THE SHIPMENT (LIEN)

WE SHALL HAVE THE RIGHT TO WITHHOLD AND/OR ULTIMATELY DISPOSE OF YOUR SHIPMENT EITHER PARTIALLY OR IN ITS ENTIRETY UNTIL ALL OF OUR CHARGES AND ANY OTHER PAYMENTS DUE UNDER THIS OR ANY OTHER AGREEMENT HAVE BEEN FULLY PAID. (SEE CLAUSE T). THESE CHARGES INCLUDE THOSE WHICH WE HAVE PAID OUT OR INCURRED ON YOUR BEHALF. WHILE WE HOLD YOUR SHIPMENT YOU WILL BE LIABLE TO PAY ALL COSTS (E.G. STORAGE CHARGES, RE-DELIVERY, WAREHOUSE HANDLING, ETC.) INCURRED BY OUR WITHHOLDING YOUR SHIPMENT AND THESE TERMS AND CONDITIONS WILL CONTINUE TO APPLY

M. OUR RIGHT TO SUB-CONTRACT THE WORK

M.1. WE RESERVE THE RIGHT TO SUB-CONTRACT SOME OR ALL OF THE WORK  
M.2. IF WE SUB-CONTRACT THE WORK PARTIALLY OR IN ITS ENTIRETY, THESE TERMS AND CONDITIONS STILL APPLY

N. ROUTE AND METHOD

N.1 WE HAVE THE RIGHT TO CHOOSE THE METHOD AND ROUTE BY WHICH TO CARRY OUT THE WORK  
N.2. UNLESS IT HAS BEEN SPECIFICALLY AGREED IN WRITING IN OUR QUOTATION, ANY SPACE OR VOLUME OR CAPACITY IN OUR VEHICLES AND/OR CONTAINER MAY BE USED FOR CONSIGNMENTS OF OTHER CLIENTS

O. ADVICE AND INFORMATION FOR INTERNATIONAL MOVES

BY ALL REASONABLE MEANS WE WILL DO OUR BEST TO PROVIDE YOU WITH UPDATED INFORMATION IN ORDER TO BEST ASSIST YOU WITH YOUR IMPORTATION, EXPORTATION OR THIRD PARTY SERVICE AS CONTRACTED IN THE QUOTATION. INFORMATION ON SUCH ISSUES AS NATIONAL, REGIONAL, INTERNATIONAL LAWS AND REGULATIONS WHICH ARE SUBJECT TO CHANGE AND INTERPRETATION AT ANY TIME IS PROVIDED BASED ON EXISTING KNOWN CONDITIONS AND ARE PROVIDED IN GOOD FAITH. IT IS YOUR RESPONSIBILITY TO SEEK APPROPRIATE ADVICE TO VERIFY THE ACCURACY OF ANY INFORMATION AND INTERPRETATION PROVIDED

P. APPLICABLE LAW, VENUE AND FORUM

THIS CONTRACT IS SUBJECT TO THE LAWS OF MEXICO. ALL DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ANY DISPUTE BETWEEN THE PARTIES THERETO OR THEIR AFFILIATES, SHALL BE SUBJECT TO THE EXCLUSIVE AND MANDATORY VENUE AND FORUM OF MEXICO CITY, MEXICO.

Q. YOUR FORWARDING ADDRESS

Q.1. IF YOU SEND A SHIPMENT TO BE STORED, YOU MUST PROVIDE ACCURATE AND UPDATED CONTACT DETAILS (ADDRESS, EMAIL, TELEPHONE NUMBERS, ETC.) FOR CORRESPONDENCE AND NOTIFY US IN WRITING IF IT CHANGES. ALL CORRESPONDENCE AND NOTICES ARE CONSIDERED TO HAVE BEEN RECEIVED BY YOU SEVEN DAYS AFTER SENDING IT TO YOUR LAST ADDRESS RECORDED BY US

Q.2. IF YOU DO NOT PROVIDE ACCURATE AND UPDATED CONTACT DETAILS OR RESPOND TO OUR CORRESPONDENCE OR NOTICES, EXTRA COSTS MAY BE INCURRED. THESE EXTRA COSTS WILL BE PAYABLE BY YOU

R. INVENTORY (LIST OF ITEMS) OR RECEIPT

WHEN WE CREATE A LIST OF YOUR ITEMS CONTAINED IN YOUR SHIPMENT (INVENTORY), OR SIMILARLY, A RECEIPT, AND SEND IT TO YOU, IT WILL BE ACCEPTED AS ACCURATE UNLESS YOU WRITE TO US WITHIN TEN DAYS OF OUR SENDING, OR A REASONABLE PERIOD AGREED BETWEEN US IN WRITING

S. REVISION OF STORAGE CHARGES

OUR STORAGE CHARGES ARE REVIEWED PERIODICALLY. YOU WILL BE ADVISED IN WRITING OF ANY INCREASES WITH THREE MONTHS' NOTICE

T. OUR RIGHT TO SELL OR DISPOSE OF THE ITEMS

IF PAYMENT OF OUR CHARGES RELATING TO YOUR GOODS IS IN ARREARS FOR A PERIOD OF THREE MONTHS OR MORE, WE ARE ENTITLED TO REQUIRE YOU TO REMOVE YOUR SHIPMENT FROM OUR CUSTODY AND PAY ALL MONEY DUE TO US. IF YOU FAIL TO PAY ALL OUTSTANDING AMOUNTS DUE TO US, WE MAY SELL OR DISPOSE OF SOME OR ALL OF THE GOODS WITHOUT FURTHER NOTICE. THE COST OF THE SALE OR DISPOSAL WILL BE CHARGED TO YOU. THE NET PROCEEDS WILL BE CREDITED TO YOUR ACCOUNT AND ANY EVENTUAL SURPLUS WILL BE PAID TO YOU WITHOUT INTEREST. IF THE FULL AMOUNT DUE TO YOU IS NOT RECEIVED, WE MAY SEEK TO RECOVER THE BALANCE FROM YOU

U. TERMINATION

IF YOUR PAYMENTS ARE UP TO DATE, WE WILL NOT END THIS CONTRACT EXCEPT BY GIVING YOU THREE MONTHS' NOTICE IN WRITING. IF YOU WISH TO TERMINATE YOUR STORAGE CONTRACT, YOU MUST GIVE US AT LEAST TEN WORKING DAYS' NOTICE. WORKING DAYS ARE DEFINED AS DAYS WORKED BY US WITH A NORMAL WORKING SCHEDULE. IF WE CAN RELEASE YOUR SHIPMENT EARLIER, WE WILL DO SO, PROVIDED THAT THERE DOES NOT EXIST AN OUTSTANDING BALANCE ON YOUR ACCOUNT. CHARGES FOR STORAGE ARE PAYABLE TO THE DATE WHEN THE NOTICE SHOULD HAVE TAKEN EFFECT OR THE DATE THAT THE SHIPMENT IS RELEASED TO YOU (WHICHEVER IS THE LATER DATE)

V. SEVERABILITY

IF ANY PROVISION OF THIS AGREEMENT SHALL BE INVALID OR UNENFORCEABLE TO ANY EXTENT, THEN THE OTHER PROVISIONS OF THIS AGREEMENT AND THE PROVISION IN QUESTION, TO THE EXTENT VALID AND ENFORCEABLE, SHALL NOT BE AFFECTED THEREBY AND SHALL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY LAW.

W. WAIVER

THE WAIVER BY US OF A BREACH, DEFAULT, DELAY OR OMISSION OF ANY OF THE PROVISIONS OF THIS AGREEMENT WILL NOT BE CONSTRUED AS A WAIVER OF ANY SUBSEQUENT BREACH OF THE SAME OR OTHER PROVISIONS.

X. ACCEPTANCE

X.1. AS THE OWNER OF THE GOODS, BY CONSIGNING A SERVICE TO US, YOU ACCEPT AND ACKNOWLEDGE THESE TERMS AND CONDITIONS  
X.2. AS THE REPRESENTATIVE OF THE OWNER OF THE GOODS, BY CONSIGNING A SERVICE TO US, YOU ACCEPT AND ACKNOWLEDGE THESE TERMS AND CONDITIONS