

BASE CARGO - General Terms and Conditions of Service

SECTION I

GENERAL TERMS, AMENDMENTS AND DEFINITIONS

GENERAL CONSIDERATIONS

This document contains the General Terms and Conditions of the Services provided by TRANSPORTES INTERNACIONALES BASE CARGO SPA, RUT 76.876.601-0, hereinafter and interchangeably referred to as BASE CARGO, and constitutes a binding part of the service contract between the client and the company. Both parties agree to comply with these terms, which will govern their contractual relationship.

These General Terms and Conditions shall prevail in all matters not contrary to the terms and conditions contained in the transport documents issued in connection with the services contracted by the Client with BASE CARGO.

BASE CARGO strongly recommends that Clients carefully read this document and all linked and related information, which will be published on the website www.basecargo.cl

Reading and understanding these General Terms and Conditions is a prerequisite before contracting any of the services provided by BASE CARGO, and will be deemed accepted once the Client agrees to BASE CARGO's service offer by any means.

The formal acceptance of these General Terms and Conditions shall imply total agreement, including all other policies and principles governing the use of BASE CARGO services, either included in this document or incorporated by reference.

Continued use of BASE CARGO services shall imply tacit acceptance of these Terms under the specified conditions.

It is the sole responsibility of each Client to comply with the above, and they shall bear any damages caused by failure to do so.

If for any reason the Client does not agree to these General Terms and Conditions in the aforementioned manner—which are binding and mandatory—the Client may not contract the services offered by BASE CARGO, unless there is an express agreement between the parties that states otherwise or the law provides an exemption.

The effective date of these Terms and Conditions shall be indicated at the end of this document.

For all legal purposes, any person subscribing to these General Terms and Conditions shall be considered a Client of BASE CARGO.

SECTION II

SERVICES AND SERVICE CONDITIONS

BASE CARGO is a company dedicated to providing national and international freight transport services in accordance with these General Terms and Conditions.

BASE CARGO does not own or operate maritime, air, or land transport equipment.

BASE CARGO does not provide or offer any kind of insurance for the cargo without written instruction from the client.

If there are no specific written instructions, BASE CARGO may choose the routes, means, and modes of transportation that it deems most appropriate for the shipment and/or delivery of goods under the best possible conditions.

BASE CARGO provides the following services:

- Arrangement of effective transport of goods by vessels, aircraft, and trucks.
- Arrangement of intermediate or final storage services.
- Arrangement of port and airport services.
- Arrangement of consolidation services for LCL/LCL and FCL/LCL containers, including palletizing, loading, unloading, lashing, securing, and sealing.

The following services are not included (unless previously requested and expressly accepted by BASE CARGO):

- Loading and unloading of goods.
- Special handling of cargo.
- Packaging, palletizing, loading/unloading, lashing, securing for FCL/FCL containers.
- Sealing of FCL/FCL containers.
- Pre-shipment or post-arrival inspections of goods or containers.
- Preparation of import/export documents.
- Customs clearance.
- Weighing or sorting.
- Container cleaning.
- Extraordinary security measures.

BASE CARGO services apply primarily to general and stackable cargo. For hazmat/oversize/overweight/bulk cargo or cargo requiring special handling, the Client must inform BASE CARGO in advance, which may result in additional costs. These costs are the responsibility of the Client unless expressly assumed by BASE CARGO, in which case the additional services will be charged accordingly.

In any case, it is an essential condition that the Client provides the necessary means and safe working conditions to enable BASE CARGO to perform the requested Services.

All goods are shipped at the Client's risk. If the consignee fails to collect the goods, they will be stored at the Client's expense and risk, subject to local laws or commercial practices.

If the Client also requests insurance, specific provisions shall apply (see Section VII).

SECTION III

DESCRIPTION AND PACKAGING OF GOODS

The Client guarantees the accuracy of the goods' description, including characteristics, description, markings, numbers, quantity, weight, and volume. The Client shall be liable for losses, damages, or penalties resulting from inaccurate data or improper, defective, or poorly applied packaging, even when BASE CARGO is not directly involved.

Dangerous goods must be notified 24 hours in advance. All such shipments must comply with current ADR/IMDG regulations. The Client is solely responsible for compliance with packaging, documentation, labeling, and transport legality. BASE CARGO is exempt from all liability arising from non-compliance.

Omissions or insufficient information will make the Client liable for damages and expenses, including cases where the cargo must be unloaded, destroyed, neutralized, or rendered harmless.

These obligations extend to shipments to the USA, where the Client is responsible for providing all required information and documentation. BASE CARGO will not be liable for delays or customs issues due to lack of proper notification or documentation.

The Client guarantees the correctness of the container's content and Verified Gross Mass (VGM), as required by the SOLAS Convention. The shipper shall indemnify BASE CARGO from any loss, damage, or expense resulting from inaccuracies in the declared VGM.

SECTION IV

PRICE OF CONTRACTED SERVICES

Prices are those accepted by the Client or, if not agreed, the standard market rates. Additional expenses arising after contracting or issuing transport documents will be borne by the Client, provided they are justified and not due to negligence by BASE CARGO.

Payment is due upfront unless otherwise agreed. If BASE CARGO grants credit, the term will be 5 calendar days from the invoice date unless otherwise specified. In case of credit limit exceedance or liquidity concerns, BASE CARGO may demand immediate payment.

BASE CARGO has a lien over goods for any outstanding charges and may exercise this right per applicable laws.

Delayed payments will incur the maximum legal interest, monetary adjustment, and a USD 50.00 daily penalty.

The Client cannot offset or refuse payment without written consent.

The Client is also liable for additional justified costs, especially for delays in receiving or collecting containers at the destination port.

SECTION V

LIABILITY OF BASE CARGO

BASE CARGO shall be liable only as per the Commercial Code and applicable international conventions, with all legal limitations and exclusions.

Unless otherwise agreed, BASE CARGO will not be responsible for instructions issued after transport documents are issued, or for events not directly contracted by BASE CARGO.

BASE CARGO's liability shall not exceed that assumed by other transport agents involved (carriers, rail, warehouses, etc.). In multimodal transport, liability is determined per each stage; if the stage cannot be identified, the main transport law applies.

Claims for loss, damage, or delay are governed by the rules applicable to the delivery mode.

In storage services, liability is limited per applicable national and international transport laws.

BASE CARGO is not liable for consequential or indirect damages, including loss of production, sales, or business.

BASE CARGO will not be liable for:

- Labeling or declaration errors by the shipper.
- Losses from poor packaging, stowage, or "inherent vice" of goods.
- Damages due to container failure or improper equipment (refrigeration, ventilation).
- High-value cargo (e.g. bullion, art, jewelry, live animals) without prior written agreement.
- Failures in GPS/signal/tracking due to cyberattacks or technical issues.
- Delays in deliveries not attributable to BASE CARGO.
- Theft or loss due to force majeure.

If force majeure makes transportation impossible, BASE CARGO may:

- a) Cancel the contract and return cargo at Client's cost.
- b) Deliver at an alternative port and require guarantees.
- c) Suspend and store cargo until resumption is possible, with all associated costs borne by the Client.

SECTION VI

INDEMNITY AND PENALTIES

The Client is solely responsible for proper packaging and stowage and shall bear all related costs. BASE CARGO is released from liability and shall be held harmless for any claim related to packaging or product nature (e.g., manufacturing defects, IP violations, undeclared hazardous goods).

The Client must also indemnify BASE CARGO for any claim from authorities or third parties related to non-compliance with trade control laws or dangerous/prohibited goods.

Indemnification must be paid within five (5) calendar days of BASE CARGO's request.

In case of breach of any clause not specifically penalized, a punitive fine will apply: the higher of ten (10) times the cargo's declared value or ten (10) times the service value, in addition to full indemnity for damages and losses (including consequential losses).

SECTION VII

INSURANCE POLICIES

The Client assumes full responsibility for uninsured goods in foreign trade operations.

If the Client holds insurance, they must report any incidents to their insurer and handle all claims. BASE CARGO will not intervene.

Insurance is mandatory for high-value goods and must be "All Risk" or ICC "A" with a waiver of subrogation against BASE CARGO.

If instructed, BASE CARGO may arrange insurance on the Client's behalf and charge the premium accordingly.

BASE CARGO is not an insurer or insurance broker and assumes no responsibility regarding the policy.

SECTION VIII

CLAIMS AND COMPLAINTS

BASE CARGO will only process claims related to services it directly provided.

All claims for loss, damage, or delay must be submitted within legal deadlines, otherwise liability is waived.

Claims must be submitted in writing, during business hours at BASE CARGO offices or by email to ADMINISTRACION@BASECARGO.CL, with receipt confirmation and supporting documentation.

SECTION IX

MISCELLANEOUS

CONFIDENTIALITY

Both parties must comply with applicable data protection laws in Chile (Laws 19.628 and 21.719).

The Client agrees to keep confidential all information and documents received during the provision of services, even after termination for a period of two (2) years.

Any breach of confidentiality may result in immediate termination of services by BASE CARGO.

APPLICABLE LAW AND JURISDICTION

These Terms and Conditions are governed by the laws of the Republic of Chile. Jurisdiction lies with the competent courts of Santiago.

CONTACT

For any queries regarding these General Terms and Conditions, the Client may contact BASE CARGO at ADMINISTRACION@BASECARGO.CL