

## TERMS AND CONDITIONS

These Terms and Conditions apply to all logistics, freight forwarding, transportation, and customs services provided by **MGF**. By requesting, accepting, or using any quotation or service, the client acknowledges and agrees to the following conditions.

### 1. AIR FREIGHT – IMPORT / EXPORT

- Rates do **not include insurance**, third-party payments, destination charges, or any other costs not expressly stated in the quotation.
- All departures are subject to airline space availability, flight capacity, routing, and connections.
- Cargo must be properly packed for international transportation. Repacking services are **not included**.
- Estimated transit times are approximate and may vary due to operational, weather, regulatory, or external conditions without prior notice.
- Quotations apply **only to general cargo** and exclude IMO/DG cargo, valuables, perishables, fragile items, magnetized cargo, used goods, personal effects, and household goods.
- Cargo must comply with airline maximum weight and dimension limits and be stackable when required.
- Billing will be carried out in accordance with **IATA regulations**.
- Rates are subject to airline acceptance and final chargeable weight verification.
- Inspection-related costs may apply.
- Service is airport-to-airport only and does not include storage, customs clearance, or final delivery unless otherwise stated.
- **MGF assumes no responsibility for uninsured cargo.**
- Triangulated shipments may be subject to withholding taxes for foreign payments.

## 2. DDP / DAP SERVICES

- Taxes included in DDP quotations are **estimates only** and subject to final assessment by local authorities.
- Rates are subject to local charges not specified in the quotation.
- Any change in destination may result in changes to delivery terms, costs, or conditions.
- Services do **not include** storage, inspections, permits, licenses, or special authorizations unless expressly stated.

## 3. OCEAN FREIGHT – IMPORT FCL

- Quotations are based on the information provided by the client and are subject to space and equipment availability.
- Due to market conditions, equipment availability may be limited and subject to carrier release.
- Final rates apply based on the actual ETD from origin.
- Rates may change without prior notice, including adjustments for GRI, PSS, BAF, bunker, or carrier-imposed surcharges.
- Destination charges, inspections, certifications, permits, technical sheets, customs requirements, and additional port or governmental fees are not included unless specified.
- Excludes origin/destination charges not mentioned, stuffing/unstuffing, storage, insurance, fumigation, and third-party costs, which will be billed as incurred.
- Maximum container weight: **21.5 metric tons**.
- Accepted cargo: general, non-hazardous, stackable, non-oversized, non-perishable.
- Overweight cargo may be subject to a three-axle chassis surcharge (**USD 185.00**).
- Transshipment letter fee: **USD 65.00**.
- Empty container withdrawal fees apply if redirection occurs without immediate unloading at fiscal warehouse or plant.

- Free unloading time: **6 hours**. No free time applies for DG containers (subject to carrier confirmation).
- Electronic seal-related costs may apply.
- Storage charges apply from the sixth day in the port zone.
- **MGF is not responsible for uninsured cargo.**
- Transit times are approximate and subject to change without prior notice.

#### **4. OCEAN FREIGHT – IMPORT LCL**

- Transit times are port-to-port estimates and subject to transshipment cut-offs, delays, or changes by the shipping line.
- Cargo is subject to inspections at origin and/or destination.
- Packaging must be suitable for international transportation.
- Wooden packaging must comply with **ISPM-15** heat treatment or fumigation requirements.
- IMO/DG cargo requires prior review and acceptance by the shipping line.
- All packages must have visible markings and/or labels for proper identification.
- Maximum limits per piece:
  - Length: 3 meters
  - Width / Height: 2 meters
  - Weight: 1 metric ton
- Rates are subject to consolidation space availability and ETD confirmation.
- Overweight and special handling charges may apply.
- Rates may be affected by chassis delays, container delays, or electronic seal costs.
- Certain cargo types may be restricted for non-refrigerated containers.
- Insurance coverage depends on the declared value stated in the commercial invoice.

## 5. CUSTOMS AGENCY SERVICES

- All rates are subject to **Value Added Tax (VAT)**.
- Import nationalization fees are fixed regardless of the modality.
- Preliminary examinations and physical inspections are charged per man-hour.
- Nationalization fees include technical support services such as tariff classification assistance and customs procedure guidance.
- Advance customs procedures do not generate additional agency fees.
- Courier services within normal operating conditions are included.

### **Customs services do not include:**

- Customs duties, PROCOMER Law fee (USD 3), municipal fees, or port service charges.
- Warehousing or third-party payments not included in the quotation.
- Taxes, quotas, permits, fumigation, quarantine, or any payments required by governmental authorities.
- Phytosanitary inspections or certificates.

## 6. LOCAL GROUND TRANSPORTATION – SMALL TRUCKS

- Rates apply to local ground transportation services within Costa Rica using **small and medium delivery trucks**, unless otherwise specified.
- Quotations are based on the information provided by the client, including cargo type, weight, dimensions, origin, destination, and delivery conditions. Any discrepancy may result in rate adjustments.
- Rates do **not include** waiting time beyond the free period, storage, tolls, parking fees, permits, or special handling unless expressly stated.
- Free waiting time for loading and unloading is limited to **six (6) hours**. Additional waiting time will be billed accordingly.
- Cargo must be properly packed, labeled, and suitable for local ground transportation.
- MGF is not responsible for damages caused by inadequate packaging, improper loading by the shipper, or the inherent nature of the cargo.

- Transportation services do **not include insurance** unless expressly requested and confirmed in writing.
- Overweight or oversized cargo exceeding the truck's capacity may be refused or subject to additional charges.
- Delivery times are estimates and may be affected by traffic conditions, road restrictions, weather, inspections, or force majeure events.
- Failed delivery attempts, address changes, or redirections may generate additional charges.
- The client is responsible for ensuring safe access at pickup and delivery locations.
- **MGF assumes no responsibility for uninsured cargo during local ground transportation.**

## **7. GENERAL DISCLAIMER**

MGF shall not be liable for delays, losses, or damages caused by circumstances beyond its reasonable control, including but not limited to carrier actions, traffic conditions, port congestion, customs inspections, regulatory changes, force majeure events, or acts of public authorities.

## **8. GOVERNING LAW AND JURISDICTION**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the **Republic of Costa Rica**.

Any dispute, controversy, or claim arising out of or in connection with the services provided by **MGF**, including their interpretation, execution, or termination, shall be submitted to the **exclusive jurisdiction of the competent courts of the Republic of Costa Rica**, expressly waiving any other jurisdiction that may apply by reason of domicile, nationality, or any other cause.

The client agrees to comply with all applicable customs, tax, foreign trade, transportation, and regulatory requirements in Costa Rica and any other relevant jurisdiction.