

MEXICO AND CROSS BORDER SHIPMENT TERMS AND CONDITIONS

- 1) **Applicability.** For all shipments traveling within Mexico or to/from the United States of America ("US") or Canada and Mexico, these Mexico and Cross Border Shipment Terms and Conditions ("Mexico Terms") shall apply. The Mexico Terms hereby incorporate the terms of this Agreement. To the extent that any provision of the Mexico Terms conflict with this Agreement, the Mexico Terms shall control. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
- 2) **Cargo Loss, Damage, Theft, Delay.**
 - a) In the event of a Cargo Loss while in the care, custody or control of a Carrier, Echo's liability shall be limited pursuant to Section 11(c) of the Agreement. For all claims for Cargo Loss, Echo will use commercially reasonable efforts to file a claim against Carriers and to recover documents from Carriers, third parties or government entities related to the Cargo Loss, but Echo cannot guarantee their cooperation. For Shipments where the Cargo Loss occurs in Mexico or, for cross border shipments, where the Cargo Loss occurs (i) before reaching the first cross dock, yard or warehouse in the US for northbound shipments; (ii) after it reaches the last cross dock, yard or warehouse in the US for southbound shipments: Echo shall require that Carriers be liable pursuant to the applicable terms of Articles 66, 67, 68, and 69 of the Federal Road, Bridges, and Auto-transportation Law of Mexico, and the sole exhibit "Conditions for the Provision of Services Covered by the Bill of Lading Supplement" of the decree updating the Bill of Lading Form for Federal Motor Carrier Transportation and Ancillary Services. Customer must timely request the filing of a claim for Cargo Loss in accordance with applicable Mexican law. For all shipments crossing the border between the US and Mexico, any Cargo Loss shall be presumed to have occurred in Mexico, unless Customer can establish by a preponderance of evidence that the Cargo Loss occurred in the US.
 - b) Please note that the liability limits under Mexican law are very low and that recovery of any damages from a Carrier is unlikely. Echo offers supplemental cargo insurance coverage, but such coverage is for cargo only and is not considered bound until you receive confirmation from an Echo representative and a copy of the certificate of insurance for the shipment. If you purchase supplemental cargo insurance and experience a Cargo Loss, Echo will assist in filing and managing your claim through resolution, provided that you timely file your claim in accordance with applicable law and the terms of the coverage. For all shipments crossing the border between the US and Mexico, any Cargo Loss shall be presumed to have occurred in Mexico, unless Customer can establish by a preponderance of evidence that the Cargo Loss occurred in the US.
- 3) **Compliance.**
 - a) In addition to the compliance requirements in the Agreement, the terms of this Section shall apply to Shipments traveling within Mexico and cross border shipments between the US and Mexico. Customer represents and warrants that it will comply with all applicable laws, regulations and Mexican standard norms that may apply to Customer's Shipments. For clarity, this includes all transportation, customs, import and export laws, regulations and Mexican norms. Unless Echo has confirmed otherwise in writing, Echo is not a customs broker and shall not be responsible for any customs brokerage or operations.
 - b) For each Shipment, Customer shall provide all required documentation to Echo and Carrier, as applicable, including but not limited to, all information and documentation needed by Carrier to issue the *Complemento Carta Porte*. Consistent with Section 6 of the Agreement, Customer shall ensure that all such documentation and information is truthful, complete and

accurate. The information and documentation may include, but is not limited to, the value, quantity, weight, volume, and description of the cargo, pickup and delivery addresses, and other information as may be required by applicable law. In addition to any other indemnification obligations as may be set forth in the Agreement, Customer shall defend, indemnify and hold harmless Echo and its Carriers from any obligation, fine, sanction, cost, expense, and/or liability arising from, related to or caused by untruthful, inaccurate or incomplete information or documentation provided by Customer.

- c) To the extent that Customer requests Services related to food Shipments, in addition to any other applicable obligations set forth in the Agreement, Customer shall comply with all applicable laws, regulations and Mexican Standard Norms, including but not limited to, the *Ley General de Salud*, *Norma Oficial Mexicana -251-SSA-2009*; *Norma Oficial Mexicana- 94 SCFI-2015*; as applicable *Norma Oficial Mexicana NOM-194-SSA1-2004*, *Norma Oficial Mexicana NOM-213-SSA1-2002*, *Norma Oficial Mexicana NOM-243-SSA1-2010*, *Norma Oficial Mexicana NOM-242-SSA1-2009*, and *Norma Oficial Mexicana NOM-201-SSA1-2002*, and any applicable laws and regulations contained within the *Reglamento de Control Sanitario de Productos y Servicios*.
 - d) To the extent Customer requests Services related to hazardous materials, in addition to any other applicable obligations set forth in the Agreement, Customer shall comply with all applicable laws, regulations and Mexican Standard Norms, including but not limited to the *Reglamento para el transporte terrestre de materiales y residuos peligrosos*, *Norma Oficial Mexicana NOM-043-SCT/2003*, *Norma Oficial Mexicana NOM-002/1-SCT2/2009*, *Norma Oficial Mexicana NOM-003-SCT/2008*, *Norma Oficial Mexicana NOM-005-SCT/2008*, *Norma Oficial Mexicana NOM-007-SCT-2-2022*, *Norma Oficial Mexicana NOM-011-SCT2/2012*, *Norma Oficial Mexicana NOM-011-1-SCT-2-2022*.
- 4) **Acknowledgement.** Customer acknowledges and understands that the Carrier shall only be required to maintain the insurance coverages required by applicable law for shipments within Mexico or to/from the US or Canada and Mexico; provided that Carriers traveling in the US as part of a cross border shipment will be required to have cargo insurance coverage of \$100,000 for transit ONLY: (i) after reaching the US transload facility or the US carrier's or US forwarder's yard or facility for northbound shipments; (ii) up until it reaches the US transload facility or the US carrier's or US forwarder's yard or facility for southbound shipments.
- 5) **Inspection of the Cargo.** Echo and its Carriers shall have the right, but not the obligation, to conduct an inspection of the cargo to the extent that either of them reasonably suspect that the cargo is dangerous, not properly described, not permitted to be transported according to applicable law or not within the categories of cargo for which Echo or Carrier agree to provide services. Neither Echo nor Carrier shall be responsible for or liable in any way for shipments which are dangerous, not properly described, not permitted to be transported according to applicable law or not within the categories of cargo for which Echo or Carrier agree to provide services.
- 6) **Mexican Taxes.** For portions of the Services rendered in Mexico, each party shall be responsible for the payment of their own taxes and fees.
- 7) **Controlling Language.** This Agreement and Mexico Terms are being provided in English and in Spanish as a convenience. The English version shall be the controlling version.
- 8) **Accessorials.** All shipments shall be subject to the accessorials in the table below.

Description	Customer Charges for MX and USA/Canada
Team Driver Required	An additional \$0.30 per mile will apply.
Stop off charge	Average RPM for additional mileage on load + \$75 for first stop, +\$100 for second stop, \$125 for third stop, thereafter for each additional stops \$150.
Detention (with power)	Charges per hour, after 2 hours free time, will be \$20.00 per quarter hour. Max charge of \$480 per 24 hour period.
Detention (without power)	2 Days free time. \$75 per day.
Detention (Transfer). Red light at customs.	\$35.00 1 hour free.
Layover Per Day	\$270 per day single driver, \$325 per day team driver.
Truck Ordered, Not Used (TONU)	\$250.00
Truck Ordered, Not Used (TONU) Transfer only	\$100.00
Border city local Movement	\$175.00
Border Detention Charges dry van	48 hours free for detention charges, \$75 per day after free time.
Trailer Weight	\$150 Charge Per Occurrence, Re-Weigh Trailers.
Load/security equipment	No charge if return to the carrier \$25 Load Straps - \$50 Load Locks - \$25 Load bars.
Lumper Charges	Pass through at cost, with receipt.
Congestion Charge	For shipments delivering into the NYC Metro Area (zip codes 100-108, 110-119) a \$250 surcharge will be paid.
Re-consignment	Shipments that are re-consigned after the original dispatch are subject to \$85 charge plus additional mileage at the applicable rate per mile from the original customer location to the new Consignee.
Redelivery	When driver is required to attempt a redelivery at no fault of the carrier, a \$85 fee will be paid.