

I) GENERAL CONDITIONS FOR TRANSPORT – DELIVER & SAVE

1. GENERAL DEFINITIONS

1.1 Clients will now have, at the moment of booking, an option called DELIVER & SAVE. This option offers clients a discount on the freight value of their shipment (without considering fuel surcharge and other fees) if the client delivers to LATAM Cargo the cargo to be transported, as booked. To qualify for the discount, the cargo must be delivered to LATAM Cargo (1) for transport on the same flight as reflected on the booking at the time of delivery; and (2) weighing the same kilograms and with the same volume as reflected on the booking 24 hours prior to the ETD of the booked flight.

1.2 The discount offered will be 10% of the Client Applicable Rate. The “Client Applicable Rate” is the rate offered to the client at the time of their original booking or at the time that the client modifies an existing booking. The Client Applicable Rate can be a street rate, a contract rate, a spot rate or a promotional rate. Applicable entry conditions or the capacity of the booked flight can affect the Client Applicable Rate.

2. TERMS AND CONDITIONS

2.1 Cargo Eligibility:

Only cargo that meets all of the following criteria will be eligible for DELIVER & SAVE:

- Weight over or equal to 2 tons; and
- Will be transported loose; and
- Must be considered for the free space of the airplane (allocation not eligible); and
- Cargo Southbound that originates in North America or Europe and has a final destination in South America.

2.2 Exclusions:

The following cargo is excluded from eligibility for DELIVER & SAVE:

- Cargo transported under an interline air waybill;
- Cargo transported under a 045 air waybill by an airline that is not a part of the LATAM group;
- Cargo that already is considered for an allotment or is being transported pursuant to a block space agreement; and
- Cargo to be transported on a chartered flight.

2.3 Customer Eligibility:

To be eligible for DELIVER & SAVE, a client must have credit in good standing with LATAM Cargo.

2.4 Confirmation of Booking:

After the client completes a booking with DELIVER & SAVE, a LATAM Cargo team member will confirm via an email to the client if the booking is eligible for DELIVER & SAVE, and if the AWB was booked with the discount

2.5 Changes to a Booking:

Twenty-four (24) hours before the Estimated Departure Time (ETD) of the booked flight, the client may:

- Cancel the booking;
- Change the flight of the booking;
- Increase or decrease the kgs of the booking; or
- Make the booking “Cancellable” thereby erasing the discount .

All changes are subject to the flight entry conditions applicable at the time of change. “ETD” or “Estimated Departure Time” refers to the first departure of the first carriage of the cargo under LATAM Cargo’s possession, custody or control. The first carriage can be via air or ground transport (truck).

Less than 24 hours from the ETD of the booked flight, any changes in the booking may entail an additional fee for cancellation such as:

- Late Cancellation;
- Low Show; or
- Not Ready for Carriage.

2.6 Additional Fees for Cancellation:

Additional fees for cancellation will be applied to the same AWB folder and through the same channel as the original booking, such that:

- If the billing of the booking was made through CNS/CASS, then the additional fees will be applied through CNS/CASS.
- If the billing of the booking was a direct payment, then the additional fees will appear in the client’s bimonthly invoice.

2.6.1 Late Cancellation:

- Any booking that is canceled less than 24 hours from the ETD of the booked flight or has a flight change due to client reasons will be considered a **“Late Cancellation.”**
- The penalty associated with this cancellation will be 75% of the freight value without considering Fuel Surcharge (FSC) or Other Fees (including, but not limited to, screening fees and storage fees).
- If the client cancels the AWB, the AWB folder will be blocked and then billed through the same channel as agreed in the original booking (see above).
- If the client modifies the flight, the penalty will be charged in the same AWB.
- If after a **Late Cancellation**, the client delivers their cargo for shipment, the client will need to create a new booking subject to capacity, entry conditions and flight availability.

2.6.2 Low Show:

- Any freight presented with chargeable weight less than the chargeable weight shown on the booking 24 hours before ETD will be considered as **“Low Show.”**
- The additional fee associated with this cancellation will be 75% of the difference between the last booking and the freight value, without considering Fuel Surcharge (FSC) and Other Fees (including, but not limited to, screening fees and storage fees).
- The cancellation fee will be applied to the same AWB.

2.6.3 Not Ready for Carriage:

- Any freight that is presented after the booked flight’s cut-off time (COT), or not presented at all (No Show), will be considered as **“Not Ready for Carriage.”**
- The additional fee associated with this cancellation will be 75% of the freight value without considering Fuel Surcharge (FSC) and Other Fees (including, but not limited to, screening fees and storage fees).
- If the client delivers the cargo for transport after COT, the cancellation fee will be applied to the same AWB.
- If the AWB is not presented at all (No Show), the AWB folder will be blocked and the cancellation fee will be applied through the same channel as agreed in the original booking.
- If after a No Show, the client delivers their cargo for transport, the client will need to create a new booking subject to capacity, entry conditions and flight availability.

If more than one Additional Cancellation Fee applies, LATAM Cargo will apply the highest fee.

2.7 Force Majeure:

Except as otherwise noted herein, if either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under these Terms and Conditions, the other party shall be entitled to cancel, with such notice as is reasonable under the circumstances, any and all obligations under these Terms and Conditions affected by such force majeure without being subject to or responsible for any penalties or damages for such cancellation. Force majeure shall mean any event which is not reasonably within the control of a party, which would prevent that party from fulfilling its obligation under this Agreement, including but not limited to acts of God, strikes, weather conditions, lockout or other industrial disturbances, acts of public enemy, war, blockade, public riots, fires, explosions, pandemic, epidemic, governmental restraints, or any other acts, whether or not similar in nature, beyond the control of the party affected adversely. In such an event, DELIVER & SAVE shall apply only to those services actually rendered prior to the suspension or cancellation. Any payment obligations by a customer shall not be excused by Force Majeure.

These Terms and Conditions govern your use of DELIVER & SAVE. By accessing or using the booking option, DELIVER & SAVE, you agree to comply with and be bound by these Terms and Conditions. LATAM group reserves the right to modify these Terms and Conditions or discontinue DELIVER & SAVE at any time, without notice or liability. Continued use of the service after any changes shall constitute your consent to such changes. LATAM group also reserves the right to terminate or suspend your account at its sole discretion, without notice, if you violate these Terms and Conditions or for any other reason.

II) GENERAL CONDITIONS FOR TRANSPORT — within the territory of Brazil

I) General definitions

1.1 When using the cargo transportation services, from now on of the company, the sender will be subject to the rules and conditions established in this contract, as well as to the legal provisions contained in the Brazilian Aeronautics Code and other rules established by the relevant legislation.

1.2 The legal parties to this contract are: the Shipper, the company (company identified on the cover page) or any of its related companies and the recipient. The Consignee — which is the natural or legal person that dispatches the cargo, on behalf of and in the order of the Shipper, in the absence of the Shipper — may also appear as a party to the company's cargo transport contract.

1.3 The Air Waybill, also called AWB, is the formal instrument and the material proof of the air cargo transport contract signed between the Shipper or Consignee and the company.

1.4 The Company issues, in non—negotiable character, this Air Waybill in the name, for the account and order of the Shipper or Consignee, who signs it accepting expressly all the terms and conditions presented. All the necessary information for the correct filling out of the Bill of Lading (by electronic transfer or by filling out the document called Minutes of Dispatch) or presentation of the invoice/declaration must be provided by the Shipper or Consignee.

1.5 The routes adopted for the transportation of cargoes are, at all times, of exclusive choice and definition of the carrier, with no pre— set stopovers.

II) Goods not acceptable or with transportation restrictions

2.1 The following items will not be accepted by the carrier for transport on national territory:

2.1.1 Dangerous loads: explosives.

2.1.2 Fuel derivatives belonging to class 3: flammable liquids.

2.1.3 Valuable loads, such as: objects made of gold, platinum, silver, precious and semi—precious stones; and securities in kind: money, checks, transportation vouchers, credit cards, among others.

2.1.4 Other items prohibited by specific legislation.

2.2 To obtain additional information about the possibility or not of carrying out cargo transport, as well as the restrictions imposed on each type of transported good and the special care in the preparation, handling and packaging of some types of products, it is recommended to consult the company's Customer Service Center.

2.3 Objects considered to be of high value will only be accepted by the company by means of a declaration of value, with payment of the respective "ad valorem" insurance.

2.4 If the transport is covered by insurance contracted by the Shipper or Consignee or any other interested party, it is essential to register the insurance policy in the company's freight management system, and the data regarding the number of the insurance policy and the contracted insurance company must be provided. It will be the responsibility of the Shipper or Consignee to communicate, immediately, any alteration occurred in the contracted insurance company, as well as in the insurance policy.

III) Obligations of the Shipper / Consignee

3.1 The Shipper or Consignee is responsible for the delivery of the cargo duly conditioned / packed, and it must be accompanied by the necessary documents for the fulfillment of the legal formalities before the tax, customs, police and health inspection, in the Federal, State or Municipal scope, with respect to the cadastral data of the Shipper or Consignee and Consignee, as well as, the correct fiscal characterization of the document issued by the Shipper or Consignee.

3.2 The Shipper or Consignee is responsible for the accuracy of the indications or declarations contained in the documents necessary for the issuance of the Air Waybill, as well as for the damages resulting from inaccurate, irregular and/or incomplete declarations or statements, which the carrier or any other person suffers.

3.3 The company is not responsible for the declaration of content indicated by the Shipper or Consignee in the Air Waybill, presuming the declarations that it expresses to be true.

3.4 The company will refuse to transport cargo unattended of the required documents or whose transport and marketing are not allowed.

IV) Compensation

4. The Shipper is aware that, in case of loss or misplacement of the cargo shipped and covered by Air Waybill, the compensation limits established by the Brazilian Aviation Code (available at <http://www.anac.gov.br> in the national territory) are applicable.

V) Delivery Conditions and Time of Guard

5.1 In the case of the Shipper or Consignee opting for delivery by withdrawal in one of the units of the company's service network, it will have a period of 15 (fifteen) days, from the arrival of the cargo at destination, to provide for its withdrawal.

5.2 In case the consignee does not withdraw the cargo within the above—mentioned period, the company shall notify him/her that, within 15 (fifteen) days from the receipt of the notice, the cargo shall be withdrawn. If the cargo is not withdrawn within this period, the company shall notify the Shipper or Consignee, so that the latter may withdraw it within 15 (fifteen) days from receipt of the notice, on pain of being considered abandoned and the appropriate legal measures being taken. Additional charges may be levied if the charges are not withdrawn within the time limits set out above.

5.3 In the case of home delivery, up to 3 (three) delivery attempts will be made. In the event of unsuccessful delivery, the recipient will be notified in the last attempt to provide for the withdrawal of the load at the place where it is located, respecting the time limit specified in the clause

VI) Inspection of shipments / acceptance of transport

6.1 The company will have the obligation to adopt security controls for the loads handled by third parties outside the airport, having to carry out the conference of the volumes with the transport documentation, using or not electronic and analysis devices.

6.2 In the case of suspicious volumes, the company will proceed to their inspection manually, by electronic devices, X—ray and/or other types of analyzers.

6.3 The company will not accept cargo that visually presents signs of violation, adulteration, damage, exposed threads or leaks, which may make the cargo unsafe for transport.

VII) Cargo Retention

7. The company will grant itself the right of retention, on all the dispatched loads, in the case of non payment in full of the freights, rates or customs taxes and loads of and nature related to the transport or contracted, being able to retain everything and and dispatch until the payment of the expenses made, even being able to collect rate of permanence until the liquidation of the involved values is given.

VIII) Conditions for the shipment — Shipment to be paid

8. Transport of cargoes with indication of the Shipper or Consignee for payment by the consignee is the sole responsibility of the Shipper. In the case of rejection or and situation that prevents the delivery, reception and payment of the services by the consignee, the Shipper or Consignee shall be obliged, under the penalties of law, to pay all the expenses arising from the contracted transport, including return freight, taxes, fees and other expenses incurred in the provision of services.

IX) Exemption from liability

9.1. Despite the fact that the company employs the best efforts to carry out, within the deadlines, the delivery of the loads entrusted to it, it will not be responsible for and loss or damage, loss or and other unforeseen event, if these come from

- Act of war or armed conflict;
- Acts, failures or omissions of the Shipper or Consignee, the Receiver or and other party interested in the object of this Air Waybill;
- Electrical or magnetic damage, as well as disappearance or and other similar damage to electronic, photographic or and other type of recording;
- Defective packaging made by the sender;
- and defect, defect or characteristic inherent to the cargoes transported;
- Any effect derived from a fortuitous event or force majeure that reaches the company's facilities, vehicles or aircraft.

9.2. The company will not be responsible, under and circumstance, for compensations for moral damages, loss of profit or and other form of indirect damage or harm, including, without limitation, loss of profit, loss of market and others that, for and reason, may be incurred by the Shipper or Receiver, regardless of the fact that the company has prior knowledge that such damage may occur.

X) Claims

10.1. The cargo shall be presumed to be delivered in good condition and in accordance with the conditions set forth in the Air Waybill, if the consignee to be received and within the time limits defined in the item below, does not make any claim.

10.2 The protest shall be made by means of the exception described in the Air Waybill or by and form of written communication, within the following time limits:

10.2.1 In case of delay in the delivery of the cargo, within the predetermined period, the consignee shall have 15 (fifteen) days to protest, starting from the date the cargo was made available.

10.2.2 For the other cases not foreseen in the above mentioned items, the consignee will have a period of 30 (thirty) days to make the protest, starting from the reception of the cargo.

10.2.3 For the cases provided for in the items above, in addition to the exception within the predetermined period, the inspection report must be completed at the time of collection or delivery of the cargo.

10.3 In case of compensation for protest, the company's responsibility shall be limited to the value determined in the Brazilian Aeronautical Code, unless a special declaration of value is made by the Shipper or Consignee.

10.4 The customer paying the freight is the only one entitled and legitimated to receive the indemnification, except when the customer authorizes the payment to the person representing him by means of an instrument of attorney. In these cases, in addition to the power of attorney, it shall be necessary to submit an express request authorizing the transfer of the beneficiary.

10.5 In case of doubts or controversies derived from this contract, the Central Forum of the Capital of the State of Sao Paulo, is elected, with waiver of and other, no matter how privileged, to settle such facts.

III) CONDICIONES GENERALES PARA TRANSPORTE — dentro del territorio de Colombia

Conozca los operadores aca

Aplican las condiciones del contrato de transporte disponible

I) Definiciones generales

1.1 Al utilizarse de los servicios de transporte de cargas, en adelante de la empresa, el remitente se someterá a las normas y condiciones establecidas en el presente contrato, así como a las disposiciones legales contenidas en las normas locales en Colombia y las demás normas aplicables para el transporte internacional de carga.

1.2 Son partes legales en este contrato: el Expedidor de la AWB o la Guía (En algunos casos podrá ser el mismo transportador). El Consignatario o transportador y el Remitente y Destinatario de la Carga.

1.3 El Conocimiento Aéreo, también denominado AWB (Air WayBill) o el Contrato de transporte o Guía Aérea, es el instrumento formal y el comprobante material del contrato de transporte aéreo de carga firmado por las partes arriba indicadas.

1.4 El remitente, en carácter innegociable, el presente Conocimiento Aéreo en nombre, por cuenta y orden del Expedidor o Consignatario, que lo firma aceptando expresamente todos los términos y condiciones presentados. Todas las informaciones necesarias para el correcto llenado del Conocimiento Aéreo (por medio de transferencia electrónica o del llenado de documento denominado Minuta de Despacho) o presentación de la factura / declaración deberán ser proporcionadas por el Expedidor o por el Consignatario.

1.5 Las rutas adoptadas para el transporte de cargas son, en todo momento, de elección y definición exclusivas del transportista, inexistiendo escalas prefijadas.

II) Bienes no aceptables o con restricciones de transporte

2.1 No serán aceptados por el transportista para el transporte en territorio nacional los siguientes artículos:

2.1.1 Cargas peligrosas: explosivos.

2.1.2 Derivados de combustibles pertenecientes a la clase 3: líquidos inflamables.

2.1.3 Cargas de valor, tales como: objetos hechos de oro, platino, plata, piedras preciosas y semipreciosas; y valores en especie: dinero, cheques, vale—transportes, tarjetas de crédito, entre otros.

2.1.4 Otros artículos prohibidos por legislación específica.

2.2 Para obtener información complementaria sobre la posibilidad o no de la realización del transporte de cargas, así como de las restricciones impuestas a cada tipo de bien transportado y los cuidados especiales en la preparación, manipulación y envasado de algunos tipos de productos, se recomienda consultar Centro de Atención de la empresa.

2.3 Los objetos considerados de valor elevado sólo serán aceptados por la empresa mediante declaración de valor, con el pago del respectivo seguro "ad valorem".

2.4 Si el transporte está cubierto por seguro contratado por el propio Expedidor o Consignatario o eventual interesado, será imprescindible el registro de la póliza de seguro en el sistema de gestión de transporte de cargas de la empresa, debiendo ser informados los datos referentes al número de la póliza de seguros y la aseguradora contratada. Será responsabilidad del propio Expedidor o Consignatario comunicar, de inmediato, cualquier alteración ocurrida en la aseguradora contratada, así como en la póliza de seguro.

III) Obligaciones del Remitente

3.1 El Remitente es responsable de la entrega de la carga debidamente acondicionada / embalada, debiendo estar acompañada de los documentos necesarios para el cumplimiento de las formalidades legales necesarias para su transporte, conforme lo indica el artículo 1011 del Código de Comercio y demás normas concordantes.

3.2 El Remitente es responsable de la exactitud de las indicaciones o declaraciones contenidas en los documentos necesarios para la emisión del documento indicado en el numeral 1.3 así como por los daños resultantes de declaraciones o declaraciones inexactas, irregulares y / o incompletas, que el transportista o cualquier otra persona sufra.

3.3. La empresa no es responsable de la declaración de contenido indicada por el Remitente, presumiendo verdaderas las declaraciones que él expresa.

3.4 La empresa rechazará el transporte de carga desatendida de los documentos exigidos o cuyo transporte y comercialización no estén permitidos, o no será responsable por el transporte de la misma, cuando deba proceder con su disposición por las mismas causas, o cuando la misma sea retenida por un Ente de Control.

IV) Indemnizaciones

4. El Remitente tiene conocimiento de que, en caso de pérdida o extravío de la carga despachada y cubierta por el documento descrito en el numeral 1.3, son aplicables los límites de indemnización establecidos en la declaración realizada, y/o en el Código de Comercio, los Reglamentos Aeronáuticos de Colombia y/o el Convenio de Montreal según corresponda.

V) Condiciones de Entrega y Plazos de Guardia

5.1 En el caso del Expedidor o Consignatario optar por entrega mediante retirada en una de las unidades de la red de atención de la empresa, el mismo tendrá un plazo de 15 (quince) días, a partir de la llegada de la carga al destino, para providenciar su retirada.

5.2 En caso de que el destinatario no retire la carga en el plazo arriba indicado, la empresa deberá notificarle que, en un plazo de 15 (quince) días, a partir de la recepción del aviso, se procederá a la retirada de la carga. Si en ese plazo la carga no es retirada, la empresa notificará al Expedidor o Consignatario, para que éste la retire, en 15 (quince) días, a partir de la recepción del aviso, so pena de ser considerada abandonada y adoptarse las medidas legales apropiadas. Podrán percibirse tasas adicionales, en el supuesto de no retirar las cargas en los plazos arriba establecidos.

5.3 En el caso de entrega en domicilio se efectuarán hasta 3 (tres) intentos de entrega. En caso de que no haga éxito, en el último intento, el destinatario será notificado para providenciar la retirada de la carga en el lugar donde se encuentra, respetando el plazo determinado en la cláusula

VI) Inspección de los envíos / aceptación del transporte

6.1 La empresa tendrá por obligación adoptar controles de seguridad para las cargas manipuladas por terceros fuera del aeropuerto, debiendo realizar la conferencia de los volúmenes con la documentación de transporte, usando o no dispositivos electrónicos y de análisis.

6.2 En el caso de volúmenes sospechosos, la empresa procederá a su inspección manualmente, por dispositivos electrónicos, Radiografía y / u otros tipos de analizadores.

6.3 La empresa no aceptará la carga que visualmente presenta signos de violación, adulteración, avería, hilos expuestos o fugas, que puedan hacer la carga insegura para el transporte.

VII) Retención de las cargas

7. La empresa se otorgará el derecho de retención, sobre todas las cargas despachadas, en el caso de no pago íntegro de los fletes, tasas o impuestos aduaneros y cargas de cualquier naturaleza relacionadas con el transporte o contratado, pudiendo retener todo g cualquier despacho hasta el pago de los gastos efectuados, incluso podrá cobrar tasa de permanencia hasta que se dé la liquidación de los valores involucrados.

VIII) Condiciones para el envío — Envío a Pagar

8. El transporte de cargas con indicación del Expedidor o Consignatario para el pago por el destinatario es de exclusiva responsabilidad del Expedidor. En el caso de rechazo o cualquier situación que imposibilite la entrega, recepción y pago de los servicios por el destinatario, quedará el Expedidor o Consignatario obligado, bajo las penas de la ley, a pagar todos los gastos provenientes del transporte contratado, inclusive el flete de retorno, impuestos, las tasas y otros gastos incidentes en la prestación de servicios

IX) Exención de responsabilidad

9.1. A pesar de que la empresa emplea los mejores esfuerzos para efectuar, en los plazos previstos, la entrega de las cargas a ella confiadas, la misma no será responsable por eventuales pérdidas y daños, extravíos o cualquier otro imprevisto, si éstos proceden de:

- Acto de guerra o conflicto armado;
- Actos, fallos u omisiones del Expedidor o Consignatario, del Destinatario o de cualquier otra parte interesada en el objeto del presente Conocimiento Aéreo;
- Embalaje defectuoso hecho por el remitente;
- cualquier vicio, defecto o características inherentes a las cargas transportadas;
- Cualquier efecto derivado de un caso fortuito o una fuerza mayor que llegue a las instalaciones, vehículos o aeronaves de la empresa.

9.2. La empresa no se responsabilizará, bajo ninguna circunstancia, por indemnizaciones por daños morales, lucro cesante o cualquier otra forma de daño o perjuicio indirecto, incluyendo, sin limitación, la pérdida de utilidad, de mercado y otros que, por cualquier motivo, a ser incurridos por el Expedidor o Destinatario, cuando se genere por las causas arriba indicadas.

X) Reclamaciones

10.1. La carga se presumirá entregada en buen estado y de conformidad con las condiciones establecidas en los documentos mencionados en el numeral 1.3, si el destinatario a recibir y en los plazos definidos en el ítem abajo, no se produce ninguna reclamación.

10.2. Para el transporte Doméstico, La protesta deberá formularse en el acto de la entrega y recibo de la cosa transportista.

10.3. Para el transporte internacional en caso de daño, deberá presentar la protesta inmediatamente y, a más tardar, dentro de un plazo de siete 14 días a partir de la fecha de su recibo.

10.4. En caso de retraso, la protesta deberá hacerla a más tardar dentro de 21 días, a partir de la fecha en que la carga haya sido puesta a su disposición