

# MexiCo Forwarding, Inc

www.mexico-forwarding.com

956-440-0634	US DOT No FF2241P	956-423-4328
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P.O. Box 2025 (Zip 78551) – 2404 Wilson Rd (Zip 78552), Harlingen, Texas

Order Number \_\_\_\_\_

## ORDER FOR SERVICE

Shipper Name	Consignee Name
Origin Address	Destination Address
City, State, Zip	City, State, Zip
Country	Country
Phone No.s	Phone No.s
Email	Email

			From:	To:	Preferred:
Pack Date	Prep Date	Load Date	Anticipated Delivery (Delivery Date CANNOT be Guaranteed)		

Valuation or Insurance Provider	Coverage
Company	Amount \$
Address	Deductible \$
City, State, Zip, Country	Policy or Cert #
Phone No.	Date of issue
Email	Premium \$

Origin Service Agent	Destination Service Agent
Company	Company
Address	Address
City, State, Zip, Country	City, State, Zip, Country
Phone No.	Phone No.
Email	Email

US Hauler	Mexican Hauler
Company	Company
Address	Address
City, State, Zip, Country	City, State, Zip, Country
Phone No.	Phone No.
Email	Email

US Customs Service Agent	Mexican Customs Service Agent
Company	Company
Address	Address
City, State, Zip, Country	City, State, Zip, Country
Phone No.	Phone No.
Email	Email

### Estimated Cost of Services

<b>Origin Service</b>	<b>\$</b>	<b>Destination Service</b>	<b>\$</b>
<b>US Hauling</b>	<b>\$</b>	<b>Mexico Hauling</b>	<b>\$</b>
<b>Interline Handling</b>	<b>\$</b>	<b>Interline Handling</b>	<b>\$</b>
<b>US Customs</b>	<b>\$</b>	<b>Mexican Customs</b>	<b>\$</b>
<b>Transit Premium</b>	<b>\$</b>		<b>\$</b>
	<b>\$</b>		<b>\$</b>
<b>Estimated Weight</b>		<b>Total Est'd Charges</b>	<b>\$</b>

Shipper's declaration of value \$ \_\_\_\_\_

Deductible Amount \$ \_\_\_\_\_ Actual Cash Value \_\_\_\_\_ Replacement Value \_\_\_\_\_  
Checkmark One Only

Special Instructions:

I, the undersigned Shipper, hereby tender my shipment to MexiCo Forwarding, Inc., its agents, service providers and subcontractors at a release valuation limited not to exceed Ten Cents (10¢) per pound of weight per article. I affirm the value declared above to be the true and complete value of my shipment and I agree to either provide proof of insurance or valuation coverage against transit and depository loss or damage in this amount OR I hereby authorize MexiCo Forwarding, Inc. to secure such coverage on my behalf and I agree to pay the premium for such coverage over and above any estimated amounts quoted herein. I understand the estimated charges are not binding. I agree to pre-pay the actual charges upon demand prior to the crossing of the shipment between countries and I agree to pay such additional charges as may accrue in transit prior to delivery. All terms and provisions written, stamped or typed on the front and/or back of this form are agreed to by both parties.

\_\_\_\_\_  
For MexiCo Forwarding, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shipper

\_\_\_\_\_  
Date

# Terms and Conditions

## Section I: Definitions

The acronym "MFI" in this document specifically refers to MexiCo Forwarding, Incorporated. The word "Carrier" includes the owner, operator, charter operator, and/or master of any Vessel, Non Vessel Operating Common Carrier ("NVOCC") and any connecting or substituted water, motor, air or rail Carrier performing transportation under this International Order for Service. THE TERM "Insurer" means any agent, underwriter or representative of a licensed vendor of insurance. The word "Shipper" includes the person entering into this International Order for Service with MFI and for whose account goods are shipped. The word "Goods" includes articles of every kind and description, including their packaging, containers or other shipping units or materials, tendered to the Carrier for transportation under this International Order for Service and described or identified on the face of this International Order for Service or any bill of lading relating to the transportation of the goods. The word "Charges" includes freight, demurrage, equipment, detention, general average and any other money obligations incurred and payable by the Shipper and/or the Consignee.

## Section II: Means of Transportation

MFI arranges transportation of goods by land, sea and air by means of rail Carriers, motor Carriers, vessels, aircraft and other conveyances owned and operated by others than itself, and receives bills of lading covering goods to be transported from the owners and/or operators of said Carriers. The liabilities of the Carrier(s) hereunder shall not exceed the liability of said owners or operators of the Carrier(s) under said bills of lading.

## Section III: Clause Paramount

This international Order for Service incorporates and is subject to the Carriage of Goods by Sea Act of the United States, approved April 16, 1936. Except as otherwise provided herein, Carrier's and/or MFI's liabilities and responsibilities shall not exceed the minimum liability imposed on a Carrier by said Carriage of Goods by Sea Act. Provisions of said Act shall apply subsequent to loading across ship's rail and prior to discharge across ship's rail and shall otherwise apply to the fullest extent permitted by law.

## Exclusions:

Carrier(s) and/or MFI shall **not** be liable

- A. For loss, damage or other result caused by:
    1. (a) Hostile or warlike action in time of peace or war; including action in hindering combating or defending against an attack by any government or sovereign power or by any authority maintaining or using military, naval or air forces, or any agent of any government, power, or authority of forces;
    - (b) Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether direct or indirect, proximate or remote;
    - (c) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence;
    - (d) Seizure, confiscation, destruction or damages pursuant to customs or quarantine regulations or laws;
  2. An act, omission or order of Shipper, consignee or owner, or servant, agent, or employee thereof;
  3. Insects, moth, vermin, gradual deterioration, and ordinary wear and tear;
  4. The nature of the article, or any defect, characteristic, or inherent vice thereof, including susceptibility to internal damage of electronic equipment due to atmospheric conditions such as temperature and humidity or changes thereof;
  5. Strikes, lockouts, labor disturbances, riots, civil commotion, or the acts of any person or persons taking part in any such occurrence or disorder;
  6. Highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles, or equipment;
- B. For condition or flavor of perishable article(s), including frozen food or other articles requiring refrigeration, or damage to contents of any container resulting therefrom.
  - C. For documents, currency, money, jewelry, watches, precious stones, or articles of extraordinary value, including accounts, bills, deeds, evidence of debt, securities, notes, postage stamps, trading stamps, stamp, coin or other valuable collections, revenue stamps, letters or packets of letters, precious metals or articles manufactured therefrom or articles of peculiarly inherent value.
  - D. For loss or damage occurring:
    1. After packing, but before loading, while the property is in the custody or control of the shipper or the Shipper's agent or
    2. Before loading, when the Carrier and/or MFI is directed to load property or render any services at a place or places at which the consignor or its agent is not present, or
    3. After unloading or delivery, when the carrier is directed to unload or to delivery property or render any services at place or places at which the consignee or its agent is not present, or
    4. After the property has been delivered to or receipted for by the consignee or Shipper or the authorized agent of either
  - E. For any consequential damages resulting from delay, or for consequential damages proximately caused by the physical loss or damage to any article or articles

## Section IV: Limitations

- A. The total liability of MFI for the entire shipment for damages of every kind and nature whatsoever from loss, damage and delay of property shall in no event exceed the shipment value of ten cents per pound of weight per article - as determined on the face of this International Order for Service.
- B. The Insurer and or any Carrier's maximum liability shall not exceed, in any event, the agreed released value of the shipment, so long as the declaration of value is the actual shipment value on the basis of Full Replacement Value (FRV) or Actual Cash Value (ACV) whichever is selected by the Shipper.
- C. The liability of the Insurer or any Carrier for physical loss or damage to any item or items shall be determined by contract and in no event shall it exceed the lesser of:
  1. The cost of repair;
  2. The cost of replacing such property with material of like kind and quality;
  3. The difference between the actual cash value of the item at the time of acceptance by the Carrier and the actual cash value at time of delivery; or
  4. The actual cash value of the item or items at the time and place of loss.
- D. If the shipment is valued at a figure less than the actual shipment value declared on this International Order for Service, the Shipper will bear the proportionate amount of the loss. The liability of the Insurer or any Carrier for loss or damage shall be determined by multiplying the value of that item as declared by the Shipper, by a fraction (the numerator of which is the declared value and the denominator of which is the actual shipment value) on the basis of FRV or ACV, whichever was selected by the shipper
- E. Notwithstanding any other provision to the contrary, the total liability of the Insurer or any Carrier with regard to sets of matched pieces shall not exceed the cost of repairing or replacing the physically lost or damaged piece or pieces only, as provided above, and shall not extend to repairing, replacing or recovering the entire set, or any diminution in value of the set as a whole.
- F. In the event business records, films, photographs, manuscripts, research notes, or similar items are contained in the shipment, any such item shall be deemed to have an ACV equal to that portion of the maximum value of the entire shipment that the weight of such items bears to the net weight of the entire shipment, and the Insurer or any Carrier's liability for physical loss or damage of said item shall not exceed the sum thus determined.
- G. The maximum value of the entire shipment or of each article therein, and the limit of liability based thereon, as provided in their International Order for Service, shall be applicable to all services undertaken by Carrier and/or MFI and/or its agent(s).
- H. The Insurer, Carrier's and/or MFI's liability terminates upon delivery of the shipment, or in the event of Storage-In-Transit (S.I.T.), upon either the delivery of the shipment or termination of the time period of ninety (90) days, whichever occurs first.

## Section V: Claims for Loss or Damage

### A. CLAIM PROCEDURE -

1. Any claim for loss or damage must be filed in writing with the Insurer within ninety (90) days after delivery or termination of the Storage in Transit period. Please remit one information copy to MFI.
2. All transportation and other charges are earned upon acceptance of the shipment by MFI. No claim for loss or damage of a shipment will be considered or paid until all transportation and other Charges thereon have been paid in full and the amount of any claim may NOT be deducted from transportation or other Charges payable
3. Concealed loss or damage (i.e. loss or damage discovered by the consignee after delivery and after a receipt not specifying such damage or loss has been given to the Insurer and/or MFI ) must be reported in writing to the Insurer and/or MFI promptly upon discovery of such loss or damage, but not later than fifteen (15) days after delivery and the Insurer, Carrier, Insurer and/or MFI must be given reasonable opportunity to inspect the original container, packing material and the damaged articles.

- B. LIMITATION OF ACTION – The Insurer, Carrier and/or MFI shall not be liable in any action to enforce a claim unless the application provisions of SECTION IV of this International Order for Service have been complied with by the claimant and unless such action is brought within one (1) year and one (1) day from the date on which the Goods are delivered.
- C. SALVAGE – Whenever a claim for an article is settled on the basis of the total loss of such article and the Insurer or Carrier pays claimant the replacement or actual cash value thereof, the Insurer or Carrier shall be entitled to such property as salvage.
- D. SUBROGATION – In the event of any claim payment made pursuant to the provisions herein contained, the Shipper agrees to subrogate and hereby assigns to the Insurer, the Carrier and/or MFI any recourse Shipper may have for recovery of such loss or damage from others to the extent of said payment.

## Section VI: Agreement to Insure

Shipper agrees to procure valuation coverage or insurance for the Goods covered by this International Order for Service for either Replacement Value or Actual Cash Value. If shipper declines the coverage offered by MFI, shipper shall provide proof of other coverage to MFI prior to shipment of the Goods. If such proof is later found faulty or invalid. Shipper shall hold all Carriers and/or MFI harmless for any loss resulting therefrom.

## Section VII: Payments

- A. All Charges under this International Order for Service MUST be PREPAID in United States Dollars, except when other satisfactory arrangements have been made in writing between MFI and the Shipper or consignee, or a third person accepting joint liability with, or guaranteeing the Charges on behalf of the Shipper or consignee, prior to loading aboard vessel or aircraft.
- B. All freight and other Charges shall be paid to MFI in full without offset, counterclaim or deduction.
- C. If MFI elects to accept payment of Charges under this International Order for Service in other than United States Dollars, the Charges under this International Order for Service will first be rated in United States Dollars and shall be converted at the current Rate of Exchange in N.Y., N.Y., USA on date of payment.
- D. The Shipper, consignee, and owner of the goods shall be jointly and severally liable for all unpaid Charges payable on account of shipment pursuant to this International Order for Service including, but not limited to sums advanced or disbursed by Carrier and/or MFI on account of such shipments, and no acceptance by the Carrier and/or MFI of undertaking of third person to pay said Charges shall be a novation or release of the Shipper, consignee or owner unless specifically stated in writing and agreed by the MFI. Nothing herein shall limit the right of Carrier and/or MFI to require, at the time of or before shipment, the prepayment in part or in full or guarantee of the Charges.
- E. Full freight to the port or point of delivery under this International Order for Service shall be completely earned upon receipt of the Goods by the Carrier and/or MFI, whether or not the freight is stated on the front side of this document or intended to be prepaid or collected at destination and whether or not the Goods are damaged or sound, and shall be received and retained irrevocable under all circumstances whatsoever whether or not the Vessel and/or the Goods are lost or not lost on the voyage, broken, damaged or abandoned.

## Section VIII: Indemnity

Shipper agrees to indemnify the Insurer, all Carriers and/or MFI against injury, loss or damage caused by inclusion in this shipment of explosive or dangerous articles or goods, or articles liable to impregnate a container or its contents.

## Section IX: Where Delivery Cannot Be Accomplished

- A. If, for any reason, other than the fault of Carrier and/or MFI, delivery cannot be made at the address shown on the face hereof, or at any changed address of which Carrier and/or MFI has been notified, Carrier and/or MFI may, at its option, cause articles contained in the shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and there held without liability of the Carrier and/or MFI at the cost of the Shipper and subject to a lien for all accrued contract and other lawful Charges
- B. If shipment is refused by consignee at destination or at the port of export (if intended for export) or if Shipper, consignee, or owner of the property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to Shipper and consignee at the address shown on the face of this document, or if Shipper fails or refuses to pay lawfully applicable Charges in accordance with this International Order for Service, Carrier and/or MFI may sell the property, at its option either (a) upon notice and in the manner authorized by law, or (b) at public auction to the highest bidder for cash at a public sale to be held at a time and a place named by Carrier and/or MFI, thirty (30) days notice of which sale shall have been given in writing to Shipper and consignee. The proceeds of any sale shall be applied toward payment of lawful Charges applicable to the shipment and toward expenses of notice, advertising and sale and of storing, caring for and maintaining property prior to sale, and the balance, if any, shall be paid to the owner of the property, provided that any perishable articles contained in said shipments may be sold at public or private sale without such notice, if, in the opinion of the Carrier and/or MFI, such action is necessary to prevent deterioration or further deterioration.

## Section X: Quarantine Risk

In case of quarantine, the property may be discharged at risk and expense of Shipper into quarantine depot or elsewhere as required by quarantine regulations or authorities, or for the Carrier's and/or MFI's dispatch at the nearest available point in Carrier's and/or MFI's judgment, and in any such case, Carrier's and/or MFI's responsibility shall cease when property is so discharged, or property may be returned by Carrier and/or MFI at Shipper's expense to shipping point, earning freight both ways. Quarantine expense of whatever nature or kind shall be borne the Shipper, consignee and/or owner of the property to be a lien thereof. The Carrier and/or MFI shall not be liable for loss or damage occasioned by fumigation or disinfecting or other acts required or done by quarantine regulations or authorities, nor for detention, loss or damage of any kind occasioned by quarantine. No carrier shall be liable for any mistake or inaccuracy in any information furnished by the Carrier and/or MFI, its agency or officer, as to quarantine laws or regulations. Shipper shall hold the Carrier and/or MFI harmless from any expense it may incur or damages it may be required to pay, by reason of the introduction of the property covered by this International Order for Service into any place against the quarantine laws or regulation in effect at such place.

## Section XI: Dispatch

MFI is not bound to transport, route or forward said property by any particular Carrier, vehicle, train, aircraft of vessel **or to meet any particular delivery schedule other than with reasonable dispatch.** Carrier shall have the right to transport or forward said property by any Carrier and route between point of origin and point of destination.

## Section XII: Severability

If any provision of this International Order for Service is declared unlawful or unenforceable by judicial determination or otherwise, the remaining provisions of this International Order for Service shall remain in full force and effect.

## Section XIII: Freight

Freight, demurrage, container equipment detention and any other Charges due under this International Order for Service shall be due and payable to MFI in accordance with the provisions of the applicable tariffs and this International Order for Service. Freight may be calculated on the basis of information concerning the Goods furnished by the Shipper, but MFI and/or the Carrier may open containers, packaging or other shipping units and examine, weigh, measure and identify the true nature and quantity of the Goods. If shipper-furnished information is determined to be erroneous and additional freight and other Charges are due and payable, the Shipper and/or consignee of the Goods shall be liable therefor and any for any expense incurred by Carrier or MFI in examining, weighing and measuring the goods.

## Section XIV: Lien

MFI shall have a lien on the Goods and any documents relating thereto for any sum payable to Carrier and/or MFI and this International Order for Service and for general average contributions to whomever due and for that purpose shall have the right to sell the Goods by public auction or private sale without notice to Shipper. If on sale of the Goods the proceeds fail to cover the amount due and the cost incurred, Carrier and/or MFI shall be entitled to recover the deficit from the Shipper, consignee or owner of the Goods.

## Section XV: Variation of the Contract

No servant, agent or any person connected with MFI or the Carrier shall have the power to waive or vary any term of the International Order for Service unless such waiver is in writing and is specifically authorized or ratified in writing by MFI.

## Section XVI: Choice of Forum

Any legal action against MFI concerning any matter arising under or related to this International Order for Service or the Goods to which this International Order for Service relates shall be maintained only in the courts of the State of Texas or in the United States District Courts within Texas and should plaintiff be unsuccessful in any such legal action against MFI then such plaintiff shall be liable for the reasonable attorney's fees and costs of such litigation.