

Mexico Forwarding, Inc

www.mexico-forwarding.com

956-440-0632	USDOT No FF2241P	956-423-4328 Fax
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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

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

Valuation or Insurance Provider	Coverage <input type="checkbox"/> Actual Cash Value <input type="checkbox"/> Replacement Value
Company TG International Insurance	Amount \$
Address 27352 Calle Arroyo	Deductible
City, State, Zip, Country San Juan Capistrano, CA 92693, US	Policy or Cert #
Phone No. 949-661-6020	Date of issue
Email webmaster@tginternational.com	Premium \$
Origin Service Agent	Destination Service Agent
Company	Company Muebles y Mudanzas Intl de Reynosa (MyM)
Address	Address Poza Rica 1001 Col Jose de Escandon
City, State,	City, State, Zip, Country Reynosa, Tamps, Mexico CP 88680
Phone No.	Phone No. 956-227-6303 (Huincar Pena US) 01152 899 920 3770
Email	Email hpena1@rgv.rr.com
US Hauler	Mexican Hauler
Company	Company Muebles y Mudanzas Intl de Reynosa (MyM)
Address	Address Poza Rica 1001 Col Jose de Escandon
City, State, Zip	City, State, Zip, Country Reynosa, Tamps, Mexico CP 88680
Phone No.	Phone No. 956-227-6303 (Huincar Pena US) 01152 899 920 3770
Email	Email hpena1@rgv.rr.com
US Customs Service Agent	Mexican Customs Service Agent
Company Muebles y Mudanzas Intl de Reynosa (MyM)	Company Muebles y Mudanzas Intl de Reynosa (MyM)
Address Poza Rica 1001 Col Jose de Escandon	Address Poza Rica 1001 Col Jose de Escandon
City, State, Zip, Country Reynosa, Tamps, Mexico CP 88680	City, State, Zip, Country Reynosa, Tamps, Mexico CP 88680
Phone No. 956-227-6303 (Huincar Pena US) 01152 899 920 3770	Phone No. 956-227-6303 (Huincar Pena US) 01152 899 920 3770
Email hpena1@rgv.rr.com	Email hpena1@rgv.rr.com

Estimated Cost of Services

Origin Service	\$	Destination Service	\$
US Hauling	\$	Mexico Hauling	\$
Interline Handling	\$	Interline Handling	\$
US Customs	\$	Mexican Customs	\$
Transit Premium	\$		\$
	\$		\$
Estimated Weight		Total Est'd Charges	\$
Special Instructions:			

For the purpose of contractual liability, I, the undersigned Shipper, do hereby release my shipment to MexiCo Forwarding, Inc., its agents, service providers and subcontractors at a valuation limited not to exceed ten cents (10¢ US) per pound of weight per article and I agree to provide proof of insurance or valuation coverage against transit and depository loss or damage in the amount above declared. I agree that I shall be solely responsible for the accuracy and completeness of any export inventory and immigration related documents. I understand the estimated charges are not binding. I agree to pre-pay the estimated charges prior to the export or import of the shipment from or to the United States. I agree to pay such additional charges as may accrue in transit upon demand and I agree to pay for any accessorial services required at destination 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

SECTION I: DEFINITIONS.

CONTRACT TERMS AND CONDITIONS

The acronym MFI means Mexico Forwarding Incorporated, a Texas corporation located in Harlingen, Texas. The word "Carrier" includes the owner, operator, charterer, master of the Vessel, Non Vessel Operating Common Carrier ("NVOCC") and any connecting or substituted water, motor or rail carrier performing transportation under this International Order for Service. The word "Shipper" includes the person entering into this International Order for Service with MFI and any party for whose account the Goods are shipped. The word "Goods" includes articles of every kind and description, including their packaging, container or other shipping units or materials, tendered for transportation under this International Order for Service and described or identified on the face of this International Order for Service or other shipping document properly executed and agreed to by the parties hereto. 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: LIMITATION OF LIABILITY.

A. Freight Forwarder. - MFI, as a freight forwarder, 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. IT IS UNDERSTOOD AND AGREED THAT, IN CONSIDERATION OF MFI'S RATES, MFI SHALL NOT BE LIABLE FOR LOSS, DAMAGE, DELAY OR MONETARY LOSSES OF ANY TYPE WHEN ACTING IN THE CAPACITY OF A FREIGHT FORWARDER.

B. NVOCC. - In the event that MFI acts as NVOCC in the course of providing the services herein specified, MFI's liability, if any, shall be in accordance with and limited to the terms and conditions of any Bill of Lading that it may issue, and in any event shall not exceed \$500.00 per FULL CONTAINER LOAD. When acting as a NVOCC, MFI operates under the name of "Jones Moving & Storage Co., Inc." Shipper hereby agrees to the terms and conditions of any Bill of Lading that MFI, d/b/a Jones Moving & Storage Co. may issue when it is acting in the capacity of a NVOCC. A copy of the MFI, d/b/a Jones Moving & Storage Co' Bill of Lading shall be available to Shipper upon request.

C. General limitations. - The Shipper expressly authorizes MFI to obtain the lowest valuation or level of protection for the Goods shipped pursuant to this International Order for Service which may be offered by any underlying Carrier or third party providing services on behalf of Shipper. In addition, the Shipper agrees to all limitations of liability, conditions, provisions, restrictions and/or requirements as may be contained in the underlying Carrier's or third party service provider's shipping documents and/or tariffs.

To the extent that the Goods, the subject of this International Order for Service, are carried by water, this Shipment shall be subject to the provisions of the Carriage of Goods by Sea Act of the United States, which shall be deemed to be incorporated herein, and nothing contained herein shall be deemed a waiver or surrender by MFI, or any underlying Carrier, of any of their rights or immunities or any increase of any of their responsibilities or liabilities under said 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 of the law.

MFI SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, INCOME, INTEREST, UTILITY OR LOSS OF MARKET, WHETHER OR NOT MFI HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

Carrier (and/or MFI) shall not be liable

1. For loss, damage or other result caused by:

(i)(a) Hostile, warlike or terrorist act in time of peace or war, including action in hindering, combating or defending against an attack by any government or sovereign power or terrorist or by any authority maintaining or using military, naval or air forces, or any agent of any government, power, authority or forces;

(i)(b) Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether direct or indirect, proximate or remote;

(i)(c) Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such an occurrence;

(i)(d) Seizure, confiscation, destruction or damages pursuant to customs or quarantine regulations or laws;

(ii) An act, omission or order of Shipper, Consignee or owner, or servant, agent or employee thereof;

(iii) Insects, moth, vermin, gradual deterioration, infestation and ordinary wear and tear;

(iv) The nature of the article, or any defect, characteristic or inherent vice thereof, including susceptibility to internal damage of electronic equipment or because of atmospheric conditions such as temperature and humidity, or changes therein;

(v) Strikes, lockouts, labor disturbances, riots, civil commotion or the acts of any person or persons taking part in any such occurrence or disorder;

(vi) 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;

(vii) Marring, denting, scratching of automobiles, motorcycles or boats - unless a certificate of condition is prepared prior to shipment by Carrier (and/or MFI);

(viii) For motor vehicles, boats and/or other bulky items after 72 hours of delivery to storage-in-transit at destination;

(vx) Acts of God.

2. For condition or flavor of perishable article(s), including frozen food or other articles requiring refrigeration or damage to contents of container resulting therefrom.

3. For documents, currency, money, jewelry, watches, precious stones or articles of extraordinary value including, but not limited to, 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.

4. For Loss or damage occurring:

(i) After packing, but before loading, while the property is in the custody or control of the Shipper or the Shipper's agent; or

(ii) 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

(iii) After unloading or delivery, when the Carrier is directed to unload or to deliver property or render any services at place or places at which the Consignee or its agent is not present; or

(iv) After the property has been delivered to or received for by the Consignee or Shipper or the authorized agent of either.

5. 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 III: THIRD-PARTY EXTENDED PROTECTION.

It is understood and agreed that MFI is not an insurer or provider of cargo valuation or other coverage and does not provide or issue insurance or other coverage for the protection of this Shipment. However, when requested by Shipper and agreed to by MFI in writing, MFI will arrange for extended protection for this Shipment to be obtained from and provided by a third-party provider. The terms, conditions and limits of coverage for any extended protection so obtained shall be in accordance with such third-party provider's then current terms and conditions. In the event Shipper requests and MFI agrees to arrange for such third-party extended protection coverage, Shipper shall execute such documents, grant such authorizations, make such declarations of valuation or take such other actions as MFI may reasonably request in order to properly obtain such extended protection prior to Shipment.

SECTION IV: CLAIMS FOR LOSS OR DAMAGE.

A. In the event that third-party extended protection coverage is obtained by MFI on behalf of Shipper, any claim must be filed with the provider and payment of claims for loss and damage will be subject to any and all terms and conditions of the third-party extended protection policy that is issued for the benefit of Shipper.

B. Concealed loss or damage (i.e. loss or damage discovered by the Consignee after delivery and/or after a receipt not specifying such damage or loss has been given to Carrier and/or MFI) must be reported in writing to Carrier and MFI promptly upon discovery of such loss or damage, but not later than fifteen (15) days after delivery, and Carrier and MFI must be given reasonable opportunity to inspect the original container, packing material and the damaged article.

C. Carrier's (and/or MFI's) transportation and other charges are earned upon acceptance of the Shipment by Carrier (and/or MFI). No claim for loss or damage of a Shipment will be considered 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.

D. Carrier and/or MFI shall not be liable in any action to enforce a claim unless such action is brought within one (1) year and one (1) day from the date on which the Goods are delivered.

E. In the event of any claim payment is made by Carrier and/or MFI pursuant to the provisions contained herein, the Shipper agrees to subrogate and hereby assigns to MFI and/or Carrier any recourse Shipper may have for recovery of such loss or damage from others to the extent of such payment.

SECTION V: ARBITRATION.

Any controversy or claim arising out of or related to this contract shall be determined by arbitration administered by the American Arbitration Association under its international arbitration rules. The place of arbitration shall be Harlingen, Texas, United States of America. The arbitration shall be in English.

SECTION VI: 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 the Carrier and/or 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.

B. All freight and other Charges shall be paid to Carrier and/or MFI in full without offset, counterclaim or deduction.

C. If the Carrier and/or 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 New York on the 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 confined to sums advanced or disbursed by Carrier and/or MFI or account of such shipments, and no acceptance by the Carrier and/or MFI or undertaking of third person to pay said Charges shall be a novation or release of the Shipper, Consignee or owner unless specifically agreed to in writing by the Carrier and/or 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 hereof 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 or the voyage broken up or abandoned.

SECTION VII: INDEMNITY.

Shipper agrees to indemnify Carrier and/or MFI against injury, loss or damage caused by inclusion in the shipment of explosive or dangerous articles or goods, hazardous materials or articles liable to impregnate a container or its contents. This Shipment is subject to inspection by MFI; however, it is not obligated to perform such inspection.

SECTION VIII: 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 in writing, Carrier and/or MFI may at its option, cause articles contained in 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) of if Shipper, Consignee or owner of 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 hereof, or if Shipper fails or refused 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 the notice and in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and 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 IX: 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 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 by the Shipper, Consignee and owner of the property. 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 X: DISPATCH.

Carrier and/or MFI is not bound to transport or forward said property by any particular Carrier, vehicle, train, aircraft or 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/or MFI or route between the point of origin and the point of destination. It is agreed that no time is fixed for the completion of carriage hereunder and MFI does not guarantee pickup, transportation or delivery by a specific date or a special time, and shall not be liable for the consequences of failure to do so.

SECTION XI: SECURITY.

This Shipment is subject to security controls and screening procedures by MFI and/or Carrier and, where appropriate, by governmental agencies. Shipper agrees to cooperate with MFI and/or Carrier regarding any security procedures or programs which may be implemented or administered by MFI and/or Carrier or otherwise mandated by governmental agencies. This Shipment is subject to inspection by MFI and/or Carrier and/or governmental agencies.

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 the Carrier in accordance with the provisions of the Carrier's 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 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 therefore and for any expense incurred by Carrier or MFI in examining, weighing and measuring the Goods.

SECTION XIV: LIEN.

Carrier and/or MFI shall have a lien on the Goods and any documents relating thereto for any sum payable to Carrier and/or MFI pursuant to this International Order for Service and for general average contributions to whomever due and for attorneys' fees and other legal costs associated with any such sale 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 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 by MFI. EXCEPT TO THE EXTENT OF ANY WRITTEN NATIONAL ACCOUNT CONTRACT EXECUTED BY MFI WHICH SHALL CONTROL THE CONTRACTUAL RELATIONS BETWEEN THE PARTIES AND SUPERCEDE THE PROVISIONS OF THIS INTERNATIONAL ORDER FOR SERVICE, this International Order for Service supersedes and negates any claimed, alleged or asserted oral agreement, promise, representation or understanding between the parties with respect to this Shipment. In the event that this Shipment is tendered to MFI and/or Carrier on a straight bill of lading or any other shipping document, the terms and conditions of this International Order for Service will supersede any rules and regulations contained on the shipping document on which the Goods were tendered.

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 or services 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 Court for the Southern District of Texas and should plaintiff be unsuccessful in any such legal action against MFI, then such plaintiff shall be liable to MFI for the reasonable attorneys' fees and costs of such litigation.