

# Terms and Conditions of TOPTAINER S.A.

**Effective date:** [01/10/2025]

## 1. Company Identification

TOPTAINER S.A., a Chilean company specializing in logistics operations and land and sea transport, with address at Alto Bonito km 1029, Puerto Montt, RUT 76.105.422-8.

## 2. Definitions

- "We", "our", "the company", "our business": Refers to TOPTAINER S.A. and its employees, affiliates and external contractors.
- "You", "your": Refers to the sender, customer, recipient of the shipment and owner of the cargo.
- "Transport": All operations and services related to the shipment of cargo.
- "Logistics services": Activities carried out to ensure the arrival of the cargo according to defined conditions.
- "PMO", "UCO", "NAT": Ports of embarkation in Puerto Montt, Puerto Chacabuco and Puerto Natales, respectively.
- "IMO": Cargoes that pose a risk to the safety and health of people (International Maritime Organization)

## 3. Scope and Acceptance

These Terms and Conditions govern the provision of transportation and logistics services, including less-than-truckload (LTL) and high-value shipments. By contracting our services, the client accepts the terms set forth in this document in their entirety.

### 3.1 Acceptance of the Terms and Conditions

By delivering your cargo to us and signing the Receipt, you automatically and irrevocably accept the Terms and Conditions set forth in this document.

You agree that TOPTAINER S.A. may subcontract all or part of the transportation and/or associated services to third parties, under the terms and conditions we deem appropriate.

In the event of subcontracting, TOPTAINER S.A. conducts suitability assessments of its suppliers, but is not responsible for breaches by third parties. The client acknowledges that some services may be provided by subcontracted third parties, whose terms and conditions will apply additionally. It is the client's responsibility to review and accept these terms before contracting our services.

### 3.2 Availability of the Terms and Conditions

These Terms and Conditions are available for your review at any time on our website: [www.toptainer.cl](http://www.toptainer.cl).

We reserve the right to modify or update these Terms and Conditions at any time. Any changes will be notified through our website and, if necessary, by direct communication to affected customers 30 calendar days in advance.

## 4. Services Offered

### 4.1 Land and Sea Freight Transport

- **Main Routes:** We offer regular land and sea freight transport services on the following main routes:
  - Puerto Montt – Puerto Chacabuco (and vice versa).
  - Puerto Montt – Puerto Natales (and vice versa).
- **Special Services:** Upon prior quote, we extend our services to other geographic areas, including Chiloé, Puerto Varas, Osorno, Talcahuano, Puerto Aysén, Coyhaique, among others.
- **Flexibility:** Our services are tailored to the specific needs of each client, offering customized logistics solutions.

### 4.2 Warehousing and Distribution

- **Operational Warehouses:** We have strategically located warehouses at our branches in Puerto Montt, Puerto Chacabuco, and Puerto Natales, designed for the safe and efficient storage of cargo.
- **Warehouse Rentals:** We offer warehouse rental services for clients who require dedicated spaces for storing their products.
- **Distribution:** We handle the distribution of consolidated cargo from our warehouses to final destinations, guaranteeing timely and secure delivery.

### 4.3 Specialized Logistics

- **Frozen Cargo:** We have refrigerated (reefer) containers for the safe transport of frozen cargo, maintaining the cold chain at all times.
- **Salmon Farming Waste:** We offer specialized logistics solutions for the transport of salmon farming waste, using sludge tanks designed for this purpose.
- **Hazardous Materials:** We transport hazardous materials in accordance with IMO (International Maritime Organization) regulations, ensuring compliance with all safety and hazardous materials handling regulations.

### 4.5 Additional Services

- **Cargo Handling:** We offer cargo handling services, including the use of cranes and specialized equipment for the safe handling of goods.
- **Net Logistics:** We have 20 and 40 FT trailers for transporting nets and other materials related to the aquaculture industry.
- **Liquid Bulk Logistics:** We use tank container equipment and silage trailers for transporting liquid bulk cargo, ensuring the integrity of the cargo at all times.
- **Subcontracting:** We subcontract maritime transport services with Navimag Ferries and others to complete routes between our branches.

## **5. Customer Responsibilities**

- Ensure that the cargo is properly packaged, labeled, and secured.
- Provide correct and complete documentation (shipping document, safety data sheet in the case of hazardous cargo). If the documentation provided is incorrect, incomplete, or does not comply with legal requirements, TOPTAINER S.A. will not be responsible for any resulting delays, fines, seizures, or other penalties.
- Accurately declare the value of the cargo and obtain insurance when applicable.
- Comply with the agreed-upon payment deadlines.
- Inspect the cargo upon receipt and report any anomalies within the stipulated timeframe.
- Correctly indicate the destination on the shipping document. Destination changes will not be accepted via email or verbally.
- Review the terms and conditions of any third-party subcontractors, as these will be considered accepted upon contracting our service.

### **5.1 Less-than-Truckload (LTL) Shipments and Value Declaration**

- The customer must declare the actual value of the shipment on the shipping document.
- For shipments exceeding CLP \$100,000,000, insurance is mandatory.
- If the value is not declared, TOPTAINER S.A.'s liability is limited to the minimum allowed by law and applicable transportation regulations. Therefore, it is essential that customers declare the actual value of their shipments to ensure adequate coverage in case of incidents.
- The customer is responsible for assessing the need to insure their shipment.
- If insurance is not purchased, the customer agrees to assume any loss or damage without the right to claim against TOPTAINER S.A.

## **6. Responsibilities of TOPTAINER S.A.**

TOPTAINER S.A. undertakes to provide its services with the utmost care and diligence. However, our liability will be limited to what is established by Chilean law and these Terms and Conditions.

- Transport and deliver cargo safely and efficiently.
- Provide real-time information on the status and location of the cargo.
- Comply with all applicable transportation and storage regulations.
- Notify the client of any issues that may affect the cargo shipment.

### **6.1 Subcontracting**

TOPTAINER S.A. subcontracts the following services:

- Tractors and drivers: Occasionally, in case of staff absence.
- Crane truck: Continuously at the Chacabuco branch.
- Maritime transport: With Navimag Ferries to complete routes between our branches.

## **7. Exclusions of Liability**

TOPTAINER S.A. is not liable for:

- Damage caused by inadequate packaging.
- Losses due to force majeure events (earthquakes, strikes, storms, fires).

- Interruptions in shipping services and mechanical problems.
- Prohibited or improperly declared cargo.
- Delays resulting from adverse weather conditions.

**Limited Liability:** TOPTAINER S.A. acts as a logistics intermediary and does not assume liability for failures, delays, or losses attributable to third-party carriers, including Navimag Ferries and other service providers.

- Less-than-truckload (LTL) and high-value shipments: In the case of LTL shipments with a value exceeding CLP \$100,000,000, TOPTAINER S.A. will not assume responsibility for losses or damages if the client has not correctly declared the value of the cargo or obtained the corresponding insurance.
- Packaging and documentation: The company will not be responsible for damages or losses to cargo that does not comply with the packaging, labeling, or documentation requirements established by current regulations.
- Changes to itineraries or delivery times: TOPTAINER S.A. does not guarantee exact delivery dates due to dependence on shipping and land transport services operated by third parties.
- Mechanical or operational problems of subcontracted shipping companies.

## **8. Cargo Exempt from Transport**

The transport of cargo that may pose a significant risk to the safety and health of our employees, clients, or third parties, as well as cargo that may compromise the company's logistics operations, will not be permitted. The following cargo is considered excluded from transport:

- Explosive, flammable, or radioactive substances that do not comply with established safety standards.
- Toxic, biologically hazardous, or unregulated waste materials.
- Live animals.
- Perishable food without adequate refrigeration.
- Firearms, ammunition, and ballistic materials.
- Human organs or biological material.
- Securities, negotiable instruments, or goods highly susceptible to loss or fraud.
- Any other cargo that, at the discretion of TOPTAINER S.A., represents a risk to the safety of people or the operational continuity of the company.

## **9. Insurance and Liability**

### **Insurance Coverage**

#### **9.1 Specific Cases of Compensation**

##### **A. Loss of Cargo**

In case of loss of cargo, compensation will be calculated as follows:

- Declared Value: The value declared on the shipping document, supported by the corresponding documentation (invoice, quote, etc.), will be considered.
- Freight Costs: The value of the freight or subcontracted service will be included.

## B. Cargo Losses or Shortages

In case of partial losses or shortages, compensation will be proportional to the declared value of the affected cargo, supported by the corresponding documentation, plus the proportional value of the freight or contracted service.

## C. Damage or Defects to the Cargo

- **Unusable Cargo:** If the damage is so extensive that the cargo becomes unusable, compensation will be calculated as follows:
  - Declared Value: The value declared on the shipping document, supported by the corresponding documentation, will be considered.
  - Age of the Document:
    - Up to 6 months: 100% of the declared value will be considered.
    - Between 6 and 12 months: 75% of the declared value will be considered.
    - More than 12 months: 50% of the declared value will be considered.
- **Delivery of the Cargo:** The damaged cargo must remain in the possession of TOPTAINER SA.
- **Repairable cargo:** If the damage does not render the cargo unusable, the sender must submit at least 3 repair or technical service quotes. Compensation will not exceed the value declared on the shipping document.

## 9.2 Calculation of the Compensation Amount

- Basis for calculation: The compensation amount will be determined considering the net value declared on the delivery note, plus the costs of freight or contracted service.
- Exclusions: Under no circumstances will the compensation cover:
  - **Loss of profits:** Loss of expected earnings.
  - **Loss of sales or business:** Indirect damages arising from the interruption of business activities.
  - **Other similar items:** Any other indirect or consequential damages.

## 9.3 Compensation Process

1. **Claim Submission:** The customer must submit the claim within 7 business days of receiving the shipment, attaching the required documentation (delivery note, invoice, receipt, photographs, etc.).
2. **Review and Evaluation:** TOPTAINER SA will review the claim and evaluate the validity of the requested compensation.
3. **Resolution:** The customer will be notified of the resolution of the claim within a maximum of 15 business days.
4. **Compensation Payment:** If the claim is accepted, payment will be made within a maximum of 30 business days after the resolution.

## 10. Undeliverable or Abandoned Cargo

If the recipient refuses to accept the cargo, delivery cannot be completed after **two attempts** at the indicated address, or the cargo is not picked up at the destination branch, TOPTAINER S.A. will hold it for **10 business days** (Monday to Saturday).

Within this period, TOPTAINER S.A. will notify the sender and/or recipient, who must indicate the shipment's destination. If no instructions are received, the cargo will be considered abandoned and will be transferred to surplus storage facilities.

A fee of **UF 0.1 per kilogram per day of storage** will be charged for its retrieval.

**After 6 months** without retrieval, the cargo will be auctioned in accordance with **Article 230 of the Commercial Code**, deducting storage and auction costs.

The remaining proceeds will be deposited into the public treasury according to current regulations.

## 11. Delivery Times and Transit Times

Delivery times are subject to weather conditions, as shipments to **UCO and NAT** depend on shipping line operations.

In case of port closure, we will inform you of the new arrival date according to the shipping line's schedule.

### Departure Frequency and Receiving Deadline

- Puerto Montt → Puerto Chacabuco
  - Departures: Thursdays and Saturdays
  - Receiving Deadline:
    - **Wednesday 5:30 PM** (for Thursday departures).
    - **Friday 5:30 PM** (for Saturday departures).
- Puerto Montt → Puerto Natales
  - Departure: **Once a week**
  - Receiving Deadline: **Previous business day, 5:30 PM.**

Cargo delivered after closing time will be scheduled for the next available sailing.

## 12. Claims Procedure

Claims must be submitted within 7 business days of receiving the shipment to **jbravo@toptainer.cl**, **fmedina@toptainer.cl**, and **kkrinfokai@toptainer.cl**, attaching the required documentation (delivery note, invoice, receipt, photographs, etc.).

### I. Review and Evaluation

TOPTAINER SPA will analyze the claim and determine its validity. Additional information may be requested, which must be submitted within 3 business days; otherwise, the claim will be closed due to abandonment.

### II. Resolution

The resolution of the claim will be notified within a maximum of 30 business days, indicating whether it is "ACCEPTED" or "REJECTED."

### **III. Compensation Payment**

If the claim is accepted, payment will be made within a maximum of 15 business days following the resolution. Alternatively, the amount may be credited toward future shipments.

### **IV. Applicable Law**

These terms are governed by the laws of the Republic of Chile. Any dispute will be resolved in the competent ordinary courts of justice in the city of Puerto Montt.

### **13. Payments and Fees**

Payment for TOPTAINER S.A. services must be made before the cargo is received at the warehouse, via:

- Cash
- Debit and credit cards
- Bank transfer

To access continuous service, the client must meet the following requirements:

- Financial history of at least two (2) years.
- Updated financial statements (current tax return and balance sheet from the previous year).
- Favorable payment history in DICOM or other credit reporting systems, for the specific purpose of using this information exclusively to assess your ability to pay in the context of granting credit.
- Evaluation of the company's size, track record, and reputation.
- Having requested at least four (4) services from TOPTAINER S.A. within a two (2) month period.

TOPTAINER S.A. reserves the right to approve or reject applications without obligation to justify its decision.

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