



GENERAL TERMS AND CONDITIONS

1. Scope and Nature of Services

SAX Logística de Shows e Eventos LTDA provides international logistics services, including freight forwarding, customs coordination, temporary admission operations, and related consultancy.

SAX acts as a logistics operator and coordinator. Unless expressly contracted as a carrier, SAX does not perform transportation directly and shall not be deemed a carrier.

SAX may engage third parties, including carriers, warehouses, customs brokers, and agents. Such parties operate under their own terms and conditions, which shall apply to the Client.

2. Quotations and Operational Basis

All quotations are based on information provided by the Client, including but not limited to weight, dimensions, cargo nature, packaging, routing, and timeline.

Any change in cargo characteristics, documentation, routing, or operational scope may result in:

- * Revision of costs
- * Operational revalidation
- * Additional charges
- * Refusal or suspension of service

Freight rates, third-party costs, and regulatory conditions are subject to change without prior notice.

3. Client Responsibilities

The Client shall:

- * Provide complete, accurate, and timely information and documentation
- * Ensure cargo is properly packed, labeled, and compliant with all applicable regulations
- * Comply with all laws, including customs, tax, and trade regulations
- * Pay all duties, taxes, fines, and governmental charges

The Client is fully liable for any loss, damage, delay, or cost arising from:

- * Incorrect or incomplete information
- * Non-compliance with regulations
- * Nature, condition, or packaging of the cargo



4. Prohibited and Restricted Cargo

The Client warrants that cargo does not contain prohibited, illegal, or undeclared dangerous goods.

If SAX is exposed to any liability, fine, penalty, delay, or legal action due to cargo misdeclaration or illegality, the Client shall fully indemnify SAX for all related costs, including legal fees.

5. Temporary Admission, IOR/EOR and Cargo Control

5.1 Responsibility for Temporary Admission Deadlines

The consignee or cargo beneficiary is solely responsible for complying with all temporary admission deadlines, conditions, and obligations imposed by applicable customs authorities.

Unless SAX is expressly contracted to manage and control the temporary admission regime, SAX shall have no responsibility for monitoring deadlines, ensuring compliance, or executing re-export procedures.

Any penalties, taxes, fines, or legal consequences arising from failure to comply with such obligations shall be borne exclusively by the Client and/or consignee.

5.2 IOR/EOR Operations

When SAX acts as Importer or Exporter of Record, or formally assumes responsibility for customs regimes:

- * The Client remains fully responsible for all taxes, penalties, and regulatory obligations
- * All instructions regarding cargo handling, movement, or use must be coordinated with and approved by SAX
- * No third party may intervene in the process without prior written authorization from SAX

5.3 Custody, Use and Return of Cargo

When cargo is released to the Client, consignee, or any third party under their instruction, including under temporary admission regimes:

- * The Client assumes full responsibility for the custody, integrity, and proper use of the goods
- * The Client shall ensure that all goods are preserved and maintained in the same condition as received, subject only to normal and previously agreed use

The Client shall be fully liable for any:



- * Damage, loss, alteration, or misuse of the goods
- * Failure to return or re-export the goods within the applicable legal timeframe
- * Breach of customs regime conditions

All resulting costs, including taxes, penalties, fines, storage, legal exposure, and any third-party claims, shall be borne exclusively by the Client.

6. Liability and Limitation

SAX shall not be liable for acts, omissions, delays, or failures caused by third parties, including carriers, terminals, authorities, or service providers.

SAX shall not be liable for:

- * Delays, including schedule changes or cancellations
- * Loss of profit, indirect or consequential damages
- * Force majeure events, including but not limited to strikes, weather conditions, war, system failures, or governmental actions

In any case, SAX's liability shall be limited to the total amount invoiced for the specific service directly affected.

7. Claims

The Client must inspect cargo upon delivery.

Any claim for loss or damage must be notified in writing within 48 hours of delivery, supported by proper documentation.

Failure to comply with this requirement waives any right to claim.

SAX shall have no obligation to process or support claims while invoices remain unpaid.

8. Insurance

Cargo insurance is not included unless expressly requested in writing and confirmed by SAX.

Coverage only applies if:

- * Insurance has been formally contracted
- * Cargo value has been properly declared
- * Premium has been fully paid

Failure to comply with these conditions results in no coverage.



9. Payment Terms

All invoices must be paid as agreed in the quotation.

SAX reserves the right to require advance payment or financial guarantees at its sole discretion.

Late payments are subject to:

- * Interest of 2% per month
- * Penalty of 10% over the outstanding amount

Foreign exchange conversions into BRL shall be calculated based on the PTAX exchange rate plus a 5% spread applicable on the invoice issuance date.

The Client remains fully liable for all charges regardless of third-party payment arrangements.

Payments made to incorrect, fraudulent, or unauthorized accounts shall not discharge the Client's obligation.

10. Right of Retention and Lien

SAX reserves the right to retain cargo, documents, or release instructions until full payment is received.

To the extent permitted by applicable law, SAX may exercise lien rights over cargo and related proceeds for unpaid amounts.

11. Cancellation and Termination

Once services are initiated or operational commitments are made, the Client remains liable for all incurred costs, including:

- * Freight bookings
- * Operational preparation
- * Third-party commitments
- * Administrative and customs procedures

SAX may suspend or terminate services immediately in case of non-payment, risk exposure, or breach of these Terms.

12. Acceptance and Precedence

These Terms are deemed accepted upon any of the following:

- * Approval of quotation
- * Instruction to proceed
- * Submission of documents



- * Delivery of cargo
- * Any operational interaction with SAX

These Terms shall prevail over any conflicting Client documents, including purchase orders or internal policies.

13. Confidentiality and Data Protection

Both parties shall maintain confidentiality of all commercial, operational, and technical information.

SAX complies with applicable data protection laws, including LGPD.

14. Governing Law and Jurisdiction

This agreement is governed by Brazilian law.

Jurisdiction is elected in the courts of São Paulo, Brazil.