

El Presente Documento Contiene la Siguiete Información:

1. Documentación Necesaria para Darse de Alta para Exportar con un Agente Aduanal en México y los Requisitos Fitosanitarios del Gobierno Mexicano
2. Documentación Necesaria para Darse de Alta para Exportar con un Agente Aduanal en los Estados Unidos y los Requisitos Fitosanitarios del Gobierno Estadounidense

Fecha: 8 de Enero de 2016

SECCIÓN 1

INFORMACIÓN PARA DARSE DE ALTA CON UN AGENTE ADUANAL EN MÉXICO

Para que MX Fresh Foods exporte sus productos exitosamente es importante que su personal conozca cuáles son los elementos clave que inciden en el proceso de exportación-importación. La **sección 1** contiene lo siguiente: listado de documentos requeridos para solicitar los servicios de una agencia aduanal en México; documentos e información requerida por el agente aduanal mexicano para realizar la exportación de frutas y verduras a los Estados Unidos.

El agente aduanal mexicano es una persona física que cuenta con la debida acreditación y autorización por la Secretaría de Hacienda y Crédito Público por medio de una patente para manejar el despacho de mercancías por cuenta propia, siempre y cuando lo haga de acuerdo a los regímenes aduaneros y de conformidad con la legislación aduanera vigente. Aun cuando MX Fresh Foods contrate los servicios de un agente aduanal, es aconsejable que su personal se familiarice con el despacho aduanero con el que se le da salida a las mercancías del territorio nacional. De esta manera MX Fresh Foods sabrá cómo dar seguimiento a la situación de su embarque en todo momento. Es recomendable que MX Fresh Foods contrate los servicios de un agente aduanal con experiencia manejando exportaciones de frutas y verduras.

A continuación se enlista la documentación e información que MX Fresh Foods tiene que entregar al agente aduanal o apoderado aduanal, para que el agente aduanal o el apoderado puedan dar de alta a MX Fresh Foods y así realizar los trámites de exportación correspondientes en nombre de MX Fresh Foods. Para darse de alta con un agente aduanal, MX Fresh Foods tiene que presentar copia de los siguientes documentos:

- Alta de Hacienda de la Empresa - FORMATO R1
- Cédula Fiscal de la Empresa
- Acta Constitutiva de la Empresa
- Última Modificación ante Hacienda (según sea el caso)
- Comprobante de Domicilio Actual de la Empresa
- Poder Notarial del Representante Legal (en su caso)
- Identificación del Representante Legal y R.F.C. del Mismo
- Carta de Encomienda en Papel Membretado de la Empresa que Solicita (Anexo 1)
- Constancia de Situación Fiscal (Consultar página SAT)
- Fotografía de la Empresa en donde aparezca el Logotipo o Número Fiscal de la Empresa.

Una vez que MX Fresh Foods esté dada de alta con un agente aduanal y cuando la empresa se encuentre lista para enviar su embarque, el agente aduanal requerirá lo siguiente:

- Factura de la mercancía

- Carta de instrucciones (Anexo 2)

- Certificado de origen NAFTA Formato 434 / North American Free Trade Agreement Certificate of Origin Form 434 (Anexo 3) el formato se localiza en:
http://forms.cbp.gov/pdf/CBP_Form_434.pdf

- Certificado Fitosanitario Internacional (Exportación de vegetales, sus productos y subproductos) emitido por el Servicio Nacional de Sanidad, Inocuidad y Calidad Agroalimentaria (SENASICA) (Anexo 4)

- Registro de MX Fresh Foods ante la U.S. Food and Drug Administration (FDA), con el cual MX Fresh Foods hace su “Notificación Previa” de embarque (Prior Notice). Nota: la “Notificación Previa” la puede realizar directamente MX Fresh Foods o bien el agente aduanal mexicano, el agente aduanal americano o alguna otra persona que cuente con los datos del registro de MX Fresh Foods ante la FDA.

Anexo 1- Ejemplo Carta Encomienda

Fecha (día, mes y año)

ATENCIÓNAgente aduanal **XX PATENTE XX****P R E S E N T E:**

Yo (**Nombre completo y RFC #**) en mi carácter de representante legal de la empresa denominada **XX** con domicilio fiscal en _____, con Registro Federal de Contribuyentes _____ y con dirección de correo electrónico _____ misma que se señala para oír y recibir notificaciones., y acreditando mediante escritura pública número _____ otorgada ante la Fe del C. Licenciado _____, Notario Público número _____ de la (**Ciudad y Estado**) y con la copia fotostática de la credencial para votar con fotografía folio número _____ otorgada por el Instituto Federal Electoral previamente cotejada con su original que se acompaña.

Por este medio, y con apoyo en lo dispuesto por los artículos 19 del Código Fiscal de la Federación y 59, fracción III, segundo párrafo de la Ley Aduanera, en correlación con lo preceptuado en los numerales 1º, 10, 11, 23, 25, 27, 28, 32, 34, 35, 36, 37, 39, 40, 41, 42, 43, 45, 46, 47, 48, 52, 53 fracción II, 54, 58, 61, 81, 83, 86, 89, 91, 92, 93, 97, 98, 101, 111, 150, 151, 152, 153, 154, 157, 158, 161, 162 fracción IV y VII, 203 y demás relativos de dicha Ley, me estoy permitiendo a nombre de mi representada antes citada, **AUTORIZARLO** para que en su carácter de Agente Aduanal, ante las Aduanas de **localizadas en la (s) Ciudad y Estado**, por cuenta nuestra, y durante el periodo Fecha (**día, mes, año**) al Fecha (**día, mes, año**), se encargue del despacho aduanero en los diferentes regímenes aduaneros previstos en la Ley Aduanera, y que se le indicarán oportunamente, de todas aquellas mercancías que sean consignadas por instrucciones nuestras., y de aquellas que Usted reciba en su agencia aduanal denominada **XX**, sita en el inmueble marcado con el número **XX**, en la **Ciudad XX**, en la inteligencia, de que las facturas comerciales y demás documentos que sean necesarios para efectuar los trámites de importación o exportación, según se trate, serán enviados oportunamente, y equivaldrán los mismos a una autorización complementaria por operación, para que se encargue de lo que en la presente se le autoriza.

Asimismo, lo autorizamos para que en el referido despacho, y según se trate, efectúe lo siguiente:

- 1.- Nos represente legalmente, en los siguientes casos:
 - a).- En todas las actuaciones que deriven del despacho aduanero de mercancías en el que actúe por cuenta nuestra, siempre que las mismas se celebren dentro del recinto fiscal.
 - b).- En todas las notificaciones que deriven del despacho aduanero de mercancías en el que actúe por cuenta nuestra.
 - c).- Cuando se trate del acta de embargo levantada con motivo del inicio del procedimiento administrativo en materia aduanera a que se refiere el artículo 150 de la Ley Aduanera.
 - d).- Cuando se trate del escrito o el acta circunstanciada en la que consten hechos u omisiones que impliquen la omisión de contribuciones y cuotas compensatorias, y donde se señale que el interesado cuenta con un plazo de 10 días para ofrecer pruebas y alegatos que a su derecho convengan, referido en el artículo 152 de la Ley Aduanera.
- 2.- Promueva toda clase de trámites relacionados con el referido despacho aduanero de nuestras mercancías, ante autoridades federales, locales y municipales.
- 3.- Compense las contribuciones y cuotas compensatorias que tengamos a nuestro favor contra aquellas que estemos obligados a pagar.
- 4.- Promueva los trámites inherentes al cambio de régimen aduanero cuando así lo acordemos previamente.
- 5.- Promueva los trámites inherentes al desistimiento de régimen aduanero cuando así lo acordemos previamente.

- 6.- Solicite, en su caso, prórroga a los plazos de permanencia en el extranjero, de mercancías exportadas, bajo régimen aduanero temporal.
- 7.- Promueva el retorno al extranjero para sustitución de mercancías importadas bajo régimen aduanero definitivo, por haber resultado defectuosas o de especificación distinta a la convenida con el proveedor.
- 8.- Formule y presente pedimentos de rectificación que corrijan errores cometidos en el pedimento que en nuestro nombre promueva, o bien, para declarar datos omitidos.
- 9.- Solicite fianza de instituciones autorizadas, para garantizar créditos fiscales derivados de la importación de mercancías sujetas a cuotas compensatorias provisionales, en los casos en que así proceda legalmente.
- 10.- Tramite el procedimiento de cancelación de las garantías que hubiésemos otorgado para asegurar créditos fiscales, cuando así corresponda conforme a la Ley.
- 11.- Efectúe en los pedimentos, o en los documentos que se anexen al mismo, el descargo de mercancías importadas o exportadas, bajo régimen aduanero temporal, previo análisis minucioso de la documentación que lo compruebe y que le enviaremos oportunamente para tales efectos.
- 12.- Nos represente ante el Consejo de Clasificación Arancelaria, en la resolución de consultas que sobre correcta clasificación arancelaria presentemos ante las autoridades aduaneras.
- 13.- Promueva el retorno al extranjero de mercancías importadas temporalmente para ser sometidas a procesos de transformación, elaboración o reparación, sin que se hubiera llevado a cabo dichos procesos, cuando así proceda.
- 14.- Transferir y endosar documentos que estén a su favor o a su nombre, solamente con la autorización expresa y por escrito de nosotros.
- 15.- En general, para que promueva ante la aduana de su adscripción y ante aquellas por las que esté autorizado para actuar, toda clase de autorizaciones que se relacionen con el despacho aduanero de mercancías que por nuestra cuenta importe o exporte bajo los diferentes regímenes aduaneros.

En lo que respecta a las facturas comerciales, a los documentos que comprueben el cumplimiento de las obligaciones en materia de regulaciones y restricciones no arancelarias, a los documentos con base en los cuales se determine el origen o la procedencia de las mercancías, a las manifestaciones de valor, a los catálogos y demás elementos que permitan identificar la mercancía para su correcta clasificación arancelaria, a los documentos y demás medios de prueba que permitan determinar correctamente la base gravable y la determinación de las contribuciones y cuotas compensatorias que deban pagarse, y en general, para el cabal cumplimiento de todas y cada una de las obligaciones y formalidades inherentes a los trámites que por medio de la presente le estamos encomendado, se los haremos llegar con la oportunidad requerida, y por los cuales, nos responsabilizamos ilimitadamente en cuanto a la exactitud de los datos que contengan y a la autenticidad o veracidad de los mismos.

Así mismo le manifestamos, que en el supuesto de que se impongan multas o se determinen recargos debido a la inexacta clasificación arancelaria de las mercancías, o bien, por incorrecta determinación de las contribuciones que deban pagarse, de ninguna forma y sin excepción, aceptaremos responsabilidad alguna sobre dichos accesorios de las contribuciones, a menos que éstos sean consecuencia de inexactitudes o falsedades en los datos o documentos que le hubiésemos proporcionado.

Protesto lo necesario.

NOMBRE y FIRMA

El Representante Legal

Anexo 2- Ejemplo Formato Carta de Instrucciones

DATOS DE LA EMPRESA-LOGOTIPO					
					FECHA
CARTA DE INSTRUCCIONES					
ASUNTO: <i>Exportacion a USA</i>					
MERCANCIA					
DESCRIPCION					
USO					
CLASIFICACION			CANTIDAD		
FACTURA					
NUMERO		FECHA		VALOR	
TRANSPORTE					
DESCRIPCION			TIPO		
CARTA PORTE/GUIA			SELLOS		
TRANSPORTADOR			TRAILER		
CONTACTOS					
OBSERVACIONES					
ADUANERO					
IMMEX No			RETORNO		
CLAVE			IDENTIFICADORRES		
			VINCULACION c/proveedor		
PERMISOS			INCOTERM		
INSTRUCCIONES ESPECIALES					

Anexo 3- CERTIFICADO DE ORIGEN NAFTA

DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection

OMB No. 1651-0098
Exp. 10-31-2016

NORTH AMERICAN FREE TRADE AGREEMENT CERTIFICATE OF ORIGIN

19 CFR 181.11, 181.22

1. EXPORTER NAME, ADDRESS AND EMAIL	2. BLANKET PERIOD
	FROM (mm/dd/yyyy)
TAX IDENTIFICATION NUMBER:	TO (mm/dd/yyyy)
3. PRODUCER NAME, ADDRESS AND EMAIL	4. IMPORTER NAME, ADDRESS AND EMAIL
TAX IDENTIFICATION NUMBER:	TAX IDENTIFICATION NUMBER:

5. DESCRIPTION OF GOOD(S)	6. HS TARIFF CLASSIFICATION NUMBER	7. PREFERENCE CRITERION	8. PRODUCER	9. NET COST	10. COUNTRY OF ORIGIN

I CERTIFY THAT:

- THE INFORMATION ON THIS DOCUMENT IS TRUE AND ACCURATE AND I ASSUME THE RESPONSIBILITY FOR PROVING SUCH REPRESENTATIONS. I UNDERSTAND THAT I AM LIABLE FOR ANY FALSE STATEMENTS OR MATERIAL OMISSIONS MADE ON OR IN CONNECTION WITH THIS DOCUMENT;
- I AGREE TO MAINTAIN AND PRESENT UPON REQUEST, DOCUMENTATION NECESSARY TO SUPPORT THIS CERTIFICATE, AND TO INFORM, IN WRITING, ALL PERSONS TO WHOM THE CERTIFICATE WAS GIVEN OF ANY CHANGES THAT COULD AFFECT THE ACCURACY OR VALIDITY OF THIS CERTIFICATE;
- THE GOODS ORIGINATED IN THE TERRITORY OF ONE OR MORE OF THE PARTIES, AND COMPLY WITH THE ORIGIN REQUIREMENTS SPECIFIED FOR THOSE GOODS IN THE NORTH AMERICAN FREE TRADE AGREEMENT AND UNLESS SPECIFICALLY EXEMPTED IN ARTICLE 411 OR ANNEX 401, THERE HAS BEEN NO FURTHER PRODUCTION OR ANY OTHER OPERATION OUTSIDE THE TERRITORIES OF THE PARTIES; AND
- THIS CERTIFICATE CONSISTS OF PAGES, INCLUDING ALL ATTACHMENTS.

	11a. AUTHORIZED SIGNATURE	11b. COMPANY
11.	11c. NAME	11d. TITLE
	11e. DATE (mm/dd/yyyy)	11f. TELEPHONE NUMBERS (Voice) (Facsimile)
		11g. EMAIL

CBP Form 434 (11/14)

**NORTH AMERICAN FREE TRADE AGREEMENT
CERTIFICATE OF ORIGIN**

19 CFR 181.11, 181.22

1. EXPORTER NAME, ADDRESS AND EMAIL TAX IDENTIFICATION NUMBER:	2. BLANKET PERIOD <hr/> FROM (mm/dd/yyyy) <hr/> TO (mm/dd/yyyy)
3. PRODUCER NAME, ADDRESS AND EMAIL TAX IDENTIFICATION NUMBER:	4. IMPORTER NAME, ADDRESS AND EMAIL TAX IDENTIFICATION NUMBER:

5. DESCRIPTION OF GOOD(S)	6. HS TARIFF CLASSIFICATION NUMBER	7. PREFERENCE CRITERION	8. PRODUCER	9. NET COST	10. COUNTRY OF ORIGIN

I CERTIFY THAT:

- THE INFORMATION ON THIS DOCUMENT IS TRUE AND ACCURATE AND I ASSUME THE RESPONSIBILITY FOR PROVING SUCH REPRESENTATIONS. I UNDERSTAND THAT I AM LIABLE FOR ANY FALSE STATEMENTS OR MATERIAL OMISSIONS MADE ON OR IN CONNECTION WITH THIS DOCUMENT;
- I AGREE TO MAINTAIN AND PRESENT UPON REQUEST, DOCUMENTATION NECESSARY TO SUPPORT THIS CERTIFICATE, AND TO INFORM, IN WRITING, ALL PERSONS TO WHOM THE CERTIFICATE WAS GIVEN OF ANY CHANGES THAT COULD AFFECT THE ACCURACY OR VALIDITY OF THIS CERTIFICATE;
- THE GOODS ORIGINATED IN THE TERRITORY OF ONE OR MORE OF THE PARTIES, AND COMPLY WITH THE ORIGIN REQUIREMENTS SPECIFIED FOR THOSE GOODS IN THE NORTH AMERICAN FREE TRADE AGREEMENT AND UNLESS SPECIFICALLY EXEMPTED IN ARTICLE 411 OR ANNEX 401, THERE HAS BEEN NO FURTHER PRODUCTION OR ANY OTHER OPERATION OUTSIDE THE TERRITORIES OF THE PARTIES; AND
- THIS CERTIFICATE CONSISTS OF PAGES, INCLUDING ALL ATTACHMENTS.

11a. AUTHORIZED SIGNATURE	11b. COMPANY
11c. NAME	11d. TITLE
11e. DATE (mm/dd/yyyy)	11f. TELEPHONE NUMBERS (Voice) (Facsimile)
11g. EMAIL	

PAPERWORK REDUCTION ACT STATEMENT: An agency may not conduct or sponsor an information collection and a person is not required to respond to this information unless it displays a current valid OMB control number and an expiration date. The control number for this collection is 1651-0098. The estimated average time to complete this application is 15 minutes. If you have any comments regarding the burden estimate you can write to U.S. Customs and Border Protection, Office of Regulations and Rulings, 90 K Street, NE., Washington DC 20229.

NORTH AMERICAN FREE TRADE AGREEMENT CERTIFICATE OF ORIGIN INSTRUCTIONS


For purposes of obtaining preferential tariff treatment, this document must be completed legibly and in full by the exporter and be in the possession of the importer at the time the declaration is made. This document may also be completed voluntarily by the producer for use by the exporter. Please print or type:

- FIELD 1: State the full legal name, address (including country), email and legal tax identification number of the exporter. Legal taxation number is: in Canada, employer number or importer/exporter number assigned by Revenue Canada; in Mexico, federal taxpayer's registry number (RFC); and in the United States, employer's identification number or Social Security Number.
- FIELD 2: Complete field if the Certificate covers multiple shipments of identical goods as described in Field #5 that are imported into a NAFTA country for a specified period of up to one year (the blanket period). "FROM" is the date upon which Certificate becomes applicable to the good covered by the blanket Certificate (it may be prior to the date of signing this Certificate). "TO" is the date upon which the blanket period expires. The importation of a good for which preferential treatment is claimed based on this Certificate must occur between these dates.
- FIELD 3: State the full legal name, address (including country), email and legal tax identification number, as defined in Field #1, of the producer. If more than one producer's good is included on the Certificate, attach a list of additional producers, including the legal name, address (including country) and legal tax identification number, cross-referenced to the good described in Field #5. If you wish this information to be confidential, it is acceptable to state "Available to CBP upon request". If the producer and the exporter are the same, complete field with "SAME". If the producer is unknown, it is acceptable to state "UNKNOWN".
- FIELD 4: State the full legal name, address (including country), email and legal tax identification number, as defined in Field #1, of the importer. If the importer is not known, state "UNKNOWN"; if multiple importers, state "VARIOUS".
- FIELD 5: Provide a full description of each good. The description should be sufficient to relate it to the invoice description and to the Harmonized System (H.S.) description of the good. If the Certificate covers a single shipment of a good, include the invoice number as shown on the commercial invoice. If not known, indicate another unique reference number, such as the shipping order number.
- FIELD 6: For each good described in Field #5, identify the H.S. tariff classification to six digits. If the good is subject to a specific rule of origin in Annex 401 that requires eight digits, identify to eight digits, using the H.S. tariff classification of the country into whose territory the good is imported.
- FIELD 7: For each good described in Field #5, state which criterion (A through F) is applicable. The rules of origin are contained in Chapter Four and Annex 401. Additional rules are described in Annex 703.2 (certain agricultural goods), Annex 300-B, Appendix 6 (certain textile goods) and Annex 308.1 (certain automatic data processing goods and their parts). **NOTE: In order to be entitled to preferential tariff treatment, each good must meet at least one of the criteria below.**

Preference Criteria

- A The good is "wholly obtained or produced entirely" in the territory of one or more of the NAFTA countries as referenced in Article 415. **Note: The purchase of a good in the territory does not necessarily render it "wholly obtained or produced".** If the good is an agricultural good, see also criterion F and Annex 703.2. (*Reference: Article 401(a) and 415*)
- B The good is produced entirely in the territory of one or more of the NAFTA countries and satisfies the specific rule of origin, set out in Annex 401, that applies to its tariff classification. The rule may include a tariff classification change, regional value-content requirement, or a combination thereof. The good must also satisfy all other applicable requirements of Chapter Four. If the good is an agricultural good, see also criterion F and Annex 703.2. (*Reference: Article 401(b)*)
- C The good is produced entirely in the territory of one or more of the NAFTA countries exclusively from originating materials. Under this criterion, one or more of the materials may not fall within the definition of "wholly produced or obtained", as set out in article 415. All materials used in the production of the good must qualify as "originating" by meeting the rules of Article 401(a) through (d). If the good is an agricultural good, see also criterion F and Annex 703.2. (*Reference: Article 401(c)*)
- D Goods are produced in the territory of one or more of the NAFTA countries but do not meet the applicable rule of origin, set out in Annex 401, because certain non-originating materials do not undergo the required change in tariff classification. The goods do nonetheless meet the regional value-content requirement specified in Article 401(d). This criterion is limited to the following two circumstances:
1. The good was imported into the territory of a NAFTA country in an unassembled or disassembled form but was classified as an assembled good, pursuant to H.S. General Rule of Interpretation 2(a), or
 2. The good incorporated one or more non-originating materials, provided for as parts under the H.S., which could not undergo a change in tariff classification because the heading provided for both the good and its parts and was not further subdivided into subheadings, or the subheading provided for both the good and its parts and was not further subdivided.
- NOTE: This criterion does not apply to Chapters 61 through 63 of H.S. (Reference: Article 401(d))**
- E Certain automatic data processing goods and their parts, specified in Annex 308.1, that do not originate in the territory are considered originating upon importation into the territory of a NAFTA country from the territory of another NAFTA country when the most-favored-nation tariff rate of the good conforms to the rate established in Annex 308.1 and is common to all NAFTA countries. (*Reference: Annex 308.1*)
- F The good is an originating agricultural good under preference criterion A, B, or C above and is not subject to a quantitative restriction in the importing NAFTA country because it is a "qualifying good" as defined in Annex 703.2, Section A or B (please specify). A good listed in Appendix 703.2B.7 is also exempt from quantitative restrictions and is eligible for NAFTA preferential tariff treatment if it meets the definition of "qualifying good" in Section A of Annex 703.2. **NOTE 1: This criterion does not apply to goods that wholly originate in Canada or the United States and are imported into either country. NOTE 2: A tariff rate quota is not a quantitative restriction.**
- FIELD 8: For each good described in Field #5, state "YES" if you are the producer of the good. If you are not the producer of the good, state "NO" followed by (1), (2), or (3), depending on whether this certificate was based upon: (1) your knowledge of whether the good qualifies as an originating good; (2) your reliance on the producer's written representation (other than a Certificate of Origin) that the good qualifies as an originating good; or (3) a completed and signed Certificate for the good, voluntarily provided to the exporter by the producer.
- FIELD 9: For each good described in field #5, where the good is subject to a regional value content (RVC) requirement, indicate "NC" if the RVC is calculated according to the net cost method; otherwise, indicate "NO". If the RVC is calculated over a period of time, further identify the beginning and ending dates (MM/DD/YYYY) of that period. (*Reference: Article 402.1, 402.5*)
- FIELD 10: Identify the name of the country ("MX" or "US" for agricultural and textile goods exported to Canada; "US" or "CA" for all goods exported to Mexico; or "CA" or "MX" for all goods exported to the United States) to which the preferential rate of CBP duty applies, as set out in Annex 302.2, in accordance with the Marking Rules or in each party's schedule of tariff elimination.
For all other originating goods exported to Canada, indicate appropriately "MX" or "US" if the goods originate in that NAFTA country, within the meaning of the NAFTA Rules of Origin Regulations, and any subsequent processing in the other NAFTA country does not increase the transaction value of the goods by more than seven percent; otherwise indicate "JNT" for joint production. (*Reference: Annex 302.2*)
- FIELD 11: This field must be completed, signed, and dated by the exporter. When the Certificate is completed by the producer for use by the exporter, it must be completed, signed, and dated by the producer. The date must be the date the Certificate was completed and signed.

Anexo 4- Ejemplo de Certificado Fitosanitario Internacional

 <p>SERVICIO NACIONAL DE SANIDAD, INOCUIDAD Y CALIDAD AGROALIMENTARIA DIRECCIÓN GENERAL DE SANIDAD VEGETAL DE MÉXICO</p> <p>CERTIFICADO FITOSANITARIO INTERNACIONAL NC INTERNATIONAL PHYTOSANITARY CERTIFICATE</p> <p>A LA ORGANIZACIÓN NACIONAL DE PROTECCIÓN FITOSANITARIA: TO THE NATIONAL PLANT PROTECTION ORGANIZATION OF: <u>U.S.A.</u></p>			
1a. FECHA DE INSPECCIÓN: DATE INSPECTED: <u>05 / ABRIL / 2014</u>	1b. FECHA DE EXPEDICIÓN: DATE ISSUED: <u>05 / ABRIL / 2014</u>	1c. LUGAR DE EXPEDICIÓN: PLACE OF ISSUE: <u>CABREYTA JIM., N.L.</u>	
DESCRIPCIÓN / DESCRIPTION			
2. NOMBRE Y DIRECCIÓN DEL EXPORTADOR: NAME AND ADDRESS OF EXPORTER:		3. NOMBRE Y DIRECCIÓN DECLARADOS DEL DESTINATARIO: DECLARED NAME AND ADDRESS OF CONSIGNEE: <u>K7</u>	
4. CANTIDAD DECLARADA Y NOMBRE DEL PRODUCTO: NAME OF PRODUCE AND QUANTITY DECLARED: <u>22080 KILOGRAMOS DE REPOLLO</u>			
5. NOMBRE BOTÁNICO DE LAS PLANTAS: BOTANICAL NAME OF PLANTS: <u>Brassica oleracea</u>	6. LUGAR DE ORIGEN: PLACE OF ORIGIN: <u>CABREYTA JIMENOR, NUEVO LEON</u>		
7. NÚMERO Y DESCRIPCIÓN DE LOS EMPAQUES: NUMBER AND DESCRIPTION OF PACKAGES: <u>960 BULTOS DE 23 KG. C/U APROX</u>	8. MARCAS DISTINTIVAS: DISTINGUISHING MARKS: <u>PRODUCTORES HORTOFRUTICOLA SAIA DEL ESTADO PALMITOS S.P.R. DE R.L.</u>		
9. MEDIOS DE TRANSPORTE DECLARADOS: DECLARED MEANS OF CONVEYANCE: <u>TERRESTRE CAJA # 24</u>	10. PUNTO DE ENTRADA DECLARADO: DECLARED POINT OF ENTRY: <u>RIO GRANDE TEXAS, U.S.A.</u>		
<p>Por el presente se certifica que las plantas, productos vegetales u otros artículos reglamentados descritos aquí se han inspeccionado y/o sometido a análisis de acuerdo con los procedimientos oficiales adecuados y se considera que están libres de las plagas cuarentenarias especificadas por la parte contratante importadora y que cumplen los requisitos fitosanitarios vigentes del país importador, incluidos los relativos a las plagas no cuarentenarias reglamentadas.</p> <p>I hereby certify that the plants, plant products and other regulated articles described herein have been inspected and / or subjected to analysis in accordance with appropriate official procedures and are considered to be free from the quarantine pests specified by the importing contracting party and that meet current phytosanitary requirements of the importing country, including those for regulated non-quarantine pests.</p>			
11. DECLARACIÓN ADICIONAL ADDITIONAL DECLARATION			
<p><u>" THIS SHIPMENT HAS BEEN INSPECTED AND FOUND FREE OF COPIDORSIA SP. LARVAE AND ADULTS. "</u></p>			
<p><i>Recibo Original 05-ABRIL-2014</i></p>			
TRATAMIENTO DE DESINFESTACIÓN Y/O DESINFECCIÓN / DESINFESTATION AND/OR DESINFECTATION TREATMENT			
12. FECHA / DATE	13. TRATAMIENTO / TREATMENT		
<u>X</u> <u>X</u> <u>X</u> <u>X</u>	<u>X</u> <u>X</u> <u>X</u> <u>X</u>		
14. PRODUCTO QUÍMICO (INGREDIENTE ACTIVO) / CHEMICAL (ACTIVE INGREDIENT)	15. DURACIÓN Y TEMPERATURA / DURATION AND TEMPERATURE		
<u>X</u> <u>X</u> <u>X</u> <u>X</u>	<u>X</u> <u>X</u> <u>X</u> <u>X</u>		
16. CONCENTRACIÓN / CONCENTRATION	17. INFORMACIÓN ADICIONAL / ADDITIONAL INFORMATION		
<u>X</u> <u>X</u> <u>X</u> <u>X</u>	<u>X</u> <u>X</u> <u>X</u> <u>X</u>		
18. NOMBRE Y CARGO DEL FUNCIONARIO (Impresión o a máquina de escribir) NAME OF AUTHORIZED OFFICER (Type or print)	19. FIRMA SIGNATURE OF AUTHORIZED OFFICER	20. CÉDULA DE INSCRIPCIÓN INSCRIPTION CODE	
La Secretaría de Agricultura, Ganadería, Desarrollo Rural, Pesca y Alimentación		La Secretaría de Agricultura, Ganadería, Desarrollo Rural, Pesca y Alimentación	
a este certificado.		asume la responsabilidad económica con respecto a este certificado.	
The Secretariat of Agriculture, Livestock, Rural Development, Fisheries and Food and any of its officers and representatives assume financial responsibility with respect to this certificate.		The Secretariat of Agriculture, Livestock, Rural Development, Fisheries and Food and any of its officers and representatives assume financial responsibility with respect to this certificate.	

Original: Programa de Sanidad Vegetal
 Original: Plant Health Program

SECCIÓN 2

INFORMACIÓN PARA DARSE DE ALTA CON UN AGENTE ADUANAL EN LOS ESTADOS UNIDOS

La sección 2 contiene lo siguiente: documentos e información requerida por el agente aduanal americano para realizar la importación de frutas y verduras a los Estados Unidos.

Para darse de alta con un agente aduanal en los Estados Unidos, la filial de MX Fresh Foods en los EE.UU. (en caso de que MX Fresh Foods sea el importador), tiene que presentarle constancia oficial al agente aduanal americano en donde aparezca el nombre de la empresa constituida en los EE.UU. y el Tax ID correspondiente. Con esta información, el agente aduanal americano podrá constatar que la filial de MX Fresh Foods está debidamente registrada ante la aduana americana como importador. Para continuar con el proceso de importación, el agente aduanal va a requerir la siguiente información:

- **Aviso de “Notificación Previa” de embarque** (Prior Notice) ante la FDA. El agente aduanal americano puede presentar la “Notificación Previa” de embarque, y para hacer esto, va a requerir los datos del registro ante la FDA de MX Fresh Foods, o el registro ante la FDA del proveedor a quien MX Fresh Foods le compra el producto.

- **Certificado de origen NAFTA** (Anexo 3). El formato se localiza en:
http://forms.cbp.gov/pdf/CBP_Form_434.pdf

- **Certificado Fitosanitario Internacional Exportación de vegetales, sus productos y subproductos** emitido por el Servicio Nacional de Sanidad, Inocuidad y Calidad Agroalimentaria (SENASICA) según sea el caso (Anexo 4)

- **Permiso de Importación de Plantas o Productos Vegetales** emitido por el Animal Plant Health Inspection Service (APHIS) del Departamento de Agricultura de los Estados Unidos (Anexo 5). Para solicitar este permiso, se tiene que llenar el formato PPQ 587 “Application for Permit to Import Plants or Plant Products PPQ Form 587” (Anexo 6)

- **Power of Attorney** – Poder de Representación (Anexo 7)

Información adicional para el agente aduanal americano:

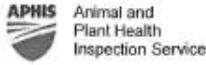
- Nombre del producto

- Packing List: descripción de lo que se está exportando y cómo está empacado (peso en kilos y libras)

- Nombre y dirección del distribuidor en los EE.UU.

- Factura mexicana

Anexo 5- Ejemplo del Permiso de Importación de Plantas o Productos Vegetales



United States Department of Agriculture
 Animal and Plant Health Inspection Service
 4700 River Road
 Riverdale, MD 20737

Permit to Import Plants and Plant Products
 Regulated by 7 CFR 319.56

This permit was generated electronically via the ePermits system

PERMITTEE NAME:	PERMIT NUMBER:	P56-15-08235
ORGANIZATION:	APPLICATION NUMBER:	P587-150116-008
ADDRESS:	DATE ISSUED:	01/27/2015

MAILING ADDRESS:

PHONE:
FAX:

EXPIRES: 01/27/2018

DESIGNATED PORTS: Various Approved Ports of Entry Specified under the Conditions and Staffed by CBP-Agriculture Specialists

Under the conditions specified, this permit authorizes the following:			
Article(s)	Countries of Origin	Plant Parts	Intended Use
Cucurbits (melon, cucumber, pumpkin, squash) (Cucurbitaceae)	Guatemala	Fruit	Fruits and Vegetables (Consumption)

SPECIAL INSTRUCTIONS TO INSPECTORS
 See permit conditions below

PERMIT CONDITIONS

This APHIS-issued import permit only covers compliance with APHIS regulations and requirements. Therefore, this APHIS permit for the commodity to be imported does not reduce or eliminate the permittee's legal duty and responsibility to likewise comply with all other Federal and State regulatory requirements applicable to the commodity to be imported.

The importer or designee is responsible for confirming with CBP and PPQ at the destination port in advance of each shipment, that CBP and PPQ has the capacity to clear or handle permitted air and maritime cargo shipments, including bulk, mail, and express consignment shipments

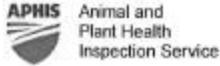
The applicant for a permit for the importation of regulated articles into the United States must designate the person who will be named as the permittee upon the permits issuance. The applicant and the permittee may be the same person or different persons and the submission of this form affirms that the applicant is at least 18 years of age.

The permittee is the legal importer of an article and is responsible for complying with the permit conditions. The permittee must be at least 18 years of age and have and maintain an address in the United States that is specified on the permit and be physically present during normal business hours at that address during any periods when articles are being imported or moved interstate under the permit; or If another legal entity, maintain an address or business office in the United States with a designated individual for service of process; and serve as the contact for the purpose of communications associated with the movement of the regulated article for the duration of the permit.

Permit Number P56-15-08235

THIS PERMIT HAS BEEN APPROVED ELECTRONICALLY BY THE FOLLOWING PPQ HEADQUARTER OFFICIAL VIA EPERIMITS.	DATE
 Bonita Davis	01/27/2015

WARNING: Any alteration, forgery or unauthorized use of this Federal Form is subject to civil penalties of up to \$250,000 (7 U.S.C. § 7734(b)) or punishable by a fine of not more than \$10,000, or imprisonment of not more than 5 years, or both (18 U.S.C. § 1001)



This permit authorizes the importation of the listed articles, under the conditions specified below. A copy of this permit (including all conditions) must accompany all shipments authorized under this permit.

Please note that the import requirements and approved commodities listed below are subject to change at any time during the duration of this permit. Please refer to the USDA-PPQ Port Program Manuals at http://www.aphis.usda.gov/import_export/plants/manuals/ports/index.shtml for the current import requirements for the commodities you are importing.

If the official personnel find that the shipment requires treatment as a condition of entry, is contaminated with a quarantine plant pest or pests, is commingled with a prohibited plant material, or if required documentation is incomplete or missing, they will order the least drastic action, which could be approve treatment, re-exportation or destruction of a shipment, a portion of a shipment, or any other material associated with the shipment (i.e. pallets, packaging, means of conveyance...) Noncompliant shipments will be treated, re-exported or destroyed, at the consignee's expense.

Any person who violates the Plant Protection Act (PPA) of the United States, individuals or corporations who fail to comply with these conditions and authorizations, or who forge, counterfeit, or deface permits may be criminally or administratively prosecuted and found guilty of a misdemeanor which can result in penalties, a one-year prison term, or both. In addition, all current permits may be cancelled and future permit applications denied.

If fumigation is required and "Plastic wrappings such as cellophane, films, and shrink wrap, and papers that are waxed, laminated, or waterproofed are not readily permeable and must be perforated, removed, or opened before fumigation. If wrappings are perforated to facilitate fumigation, holes should be at least 3/16-inch in diameter every 3 square inches or 1/4-inch in diameter every 4 inches over the entire surface of the wrapping."

1. GUATEMALA

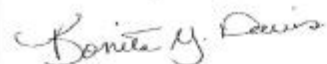
Cucurbit (above ground part) (commercial shipments only) Ivy gourd (*Coccinia grandis*) is prohibited into Hawaii.

XXXX

2. - Subject to Inspection : This commodity is subject to inspection at the port of entry and all general requirements of 7 CFR 319.56

END OF PERMIT CONDITIONS

Permit Number P06-15-05235

<p>THIS PERMIT HAS BEEN APPROVED ELECTRONICALLY BY THE FOLLOWING PPQ HEADQUARTER OFFICIAL VIA EPERMITS.</p>  <p>Bonita Davis</p>	<p>DATE</p> <p>01/27/2015</p>
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WARNING: Any alteration, forgery or unauthorized use of this Federal Form is subject to civil penalties of up to \$250,000 (7 U.S.C. § 7754(b)) or punishable by a fine of not more than \$10,000, or imprisonment of not more than 5 years, or both (18 U.S.C. § 1001)

Instructions for completing PPQ Form 587
Application for Permit to Import Plants or Plant Products

Please **TYPE** or **PRINT** legibly to complete. You must complete all of the boxes.

1. Enter the name and street address of the person responsible for the importation. The applicant must be a United States resident. Enter the organization or company name, if applicable. A physical address of the facility or business is required. You may include a post office box address **in addition** to the street address for mailing purposes. Enter your daytime telephone number, including the Area Code. Enter your facsimile number, including the Area Code. Enter your e-mail address if applicable.
2. In the first column, enter a country or countries (if from Canada include Province, if from Mexico include State) from which you want to import the plants or plant products (the term "**various**" will **not** be accepted). In the second column, enter the scientific (Latin) name of each plant. If you do not know the scientific name(s), try to find out from the exporter. As a last resort, enter the English common name(s). In the third column, enter the type of plant parts you plan to import for each species. In the fourth column, enter the City and State of the preferred port(s) of arrival. If you do not know the port, enter "N/A." (Check your permit when you receive it for the approved ports.)
3. Check the appropriate box. Select "Plants for planting", if the plants/plant parts you want to import will be planted or sold for planting. Select "Small lots of seed" if you want to import under the small lots of seed program (see below*). Select "Fruits and Vegetables" if you are importing fruits and vegetables for consumption or resale. Select "Other" if the article you want to import does not fall into any of the other categories. List the category or additional information needed to describe the article (i.e., Cut flowers, broomcorn, etc...). * **Special instructions for small lots of seed:** Small lots of eligible seed may be imported without a phytosanitary certificate with a written permit. See the permit unit website (http://www.aphis.usda.gov/import_export/plants/plant_imports/smalllots_seed.shtml) for help in determining eligibility. In part #2 list the seed species and countries from which you want to ship each species. If the list of species and/or countries of origin is long, you may enter "eligible taxa." By using this option, you are accepting responsibility for determining the eligibility of the seeds. A permit is issued for taxa that are enterable with no restrictions beyond port of entry inspection. If port of entry inspectors find prohibited or restricted seeds in your shipment, they will remove the ineligible kinds.
4. Check the appropriate box or boxes that apply to the means of importation.
5. The applicant named in box #1 must sign the form.
6. Printed name of person who signed the form.
7. Enter the date the form is completed and signed.

If you attach additional sheets of paper, type or print PPQ Form 587, the applicant's name, and the company name at the top of each page.

Send the completed application by facsimile to (301) 734-5786, or mail to:

USDA-APHIS-PPQ
Permit Unit
700 River Road, Unit 133
Riverdale, MD 20737-1236

Call our automated phone number at 1-877-770-5990 if you have questions.

Anexo-7 Ejemplo Power of Attorney – Poder de Representación

CUSTOMS POWER OF ATTORNEY

Acknowledgement of Terms and Conditions of Service
And Waivers under 19CFR Sec. 111.24 and 111.36

Check appropriate box:

- Individual
- Partnership
- Corporation
- Sole Proprietorship
- Limited Liability Company

IRS/SSN No. _____

KNOW ALL MEN BY THESE PRESENTS: That _____
(Full Name of Individual, sole proprietorship, partnership, limited liability company or corporation)

a _____ doing business under the laws of the State of _____
(Individual, sole proprietorship, partnership, limited liability company or corporation) (State of Incorporation)

or a _____ Doing business as _____
(Individual, sole proprietorship, partnership, limited liability company or corporation) (Fictitious Business Name, if any)

residing at _____
(Individual's Street Address)

Having an office and place of business at _____
(Street Address of Business) (City, State, Zip Code)

Hereby constitutes and appoints _____, its officers, authorized employees, and duly appointed subagents to act for and on its behalf as a true and lawful agent and attorney of the grantor for and in the name, place and stead of said grantor, from this date, in the United States (the "territory") either in writing, electronically, or by other authorized means to:

Make, endorse, sign, declare, or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, carnet or any other documents required by law or regulation in connection with the importation, exportation, transportation, of any merchandise in or through the customs territory, shipped or consigned by or to said grantor;

Perform any act or condition which may be required by law or regulation in connection with such merchandise deliverable to said grantor; to receive any merchandise;

Make endorsements on bills of lading conferring authority to transfer title; make entry or collect drawback; and to make sign, declare, or swear to any statement or certificate required by law or regulation for drawback purposes, regardless of whether such documents intended for filing with Customs:

Sign, seal, and deliver for and as the act of said grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unloading or navigation of any vessel or other means of conveyance owned or operated by said grantor, and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, consignee's and owner's declarations provided for in section 485, Tariff Act of 1930, as amended, or affidavits or statements in connection with the entry of merchandise:

Sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the entering, clearing, lading, unloading, or operation of any vessel or other means of conveyance owned or operated by said grantor;

Authorized other Customs Brokers duly licensed within the territory to act as grantor's agent; to receive, endorse and collect checks issued for Customs duty refunds in grantor's name drawn on the Treasurer of the United States; if the grantor is a nonresident or the United States, to accept service of process on behalf of the grantor; And generally to transact the customhouses in any district any and all Customs business, including filing of claims or protests under section 514 of the Tariff Act of 1930, or pursuant to other laws of the territories, in which said grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney;

Giving to said agent and attorney full power and authority to do anything whatever requisite necessary to be done in the premises as fully as said grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents;

This power of attorney to remain full force and effect until revocation in writing duly given to and received by grantee (if the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect in the United States after the expiration 2 years from the dates of its execution);

Grantor acknowledges receipt and acceptance of _____ :. Terms and Conditions of Service governing all transactions between the parties: **and waives the confidentiality requirements of Sections 111.24 of the Customs Regulations and the requirements in Section 111.36 of the Customs Regulations that the Customs Broker transmit a copy of its bill for service directly to the importer, and authorizes the Customs Broker to transmit its bill for services and copies of the Customs entry documents and related documents (CBP-7501 or other document used to make entry, commercial invoices, etc.) through Grantor's forwarder or its supplier's forwarder. No part of this agreement or any other agreement forbids or prevents direct communication between the importer or other party in interest and Customs Broker:**

If the Donor or Principal is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Donor or Principal.

IN WITNESS WHEREOF, the said _____

SIGNATURE: _____ DATE SIGNED: _____

(Signature for Grantor shall be by an officer)

PRINTED NAME: _____ TITLE: _____

Indicate Capacity: President Vice President Treasurer Secretary Other: _____

WITNESS PRINTED NAME: _____ WITNESS SIGNATURE: _____

If you are the importer of record, payment to the broker will not relieve you of liability for U.S. Customs charges (duties, taxes or other debts owed CBP) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid with a separate check payable to the "U.S. Customs and Border Protection" which shall be delivered to CBP by the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks for presentation to Customs.

TERMS AND CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer" in the event the Company renders services, the Terms and Conditions set forth in such other documents shall govern those services.

1. Definitions. (a) "Company" shall mean its legal entity, its subsidiaries, related companies, agents and/or representatives;

(b) "Customer" shall mean the person for which the Company is rendering services, as well as its agents and/or representatives, including but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers, and/or sellers, responsibility of the Customer to provide and/or copy of all these terms and conditions of service to all sub-agents or representatives;

(c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;

(d) "Ocean Transportation Intermediary" ("OTI") shall include and "Ocean Freight Forwarder" and "non-vessel operating common carrier";

(e) "Third parties" shall include, but not be limited to, the following: carriers, truckmen, portmen, lightermen, forwarders, OTIs, customs brokers, agents, manufacturers and others to which the goods are entrusted for transportation, storage, handling and/or delivery and/or storage or otherwise;

2. Company as agent. The Company acts as the "agent" of the Customer for the purpose of performing the duties in connection with the entry and release of goods, and entry services, the opening of export licenses, the filing of export documentation on behalf of the Customer and other dealings with Government Agencies, as to all other services, Company acts as an independent contractor.

3. Limitation of Actions. (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense in any such or other common law or otherwise;

(b) All such claims against Company must be filed and served in accordance with Company's policy;

(c) For claims arising out of ocean transportation, within one (1) year from the date of the loss;

(d) For claims arising out of air transportation, within two (2) years from the date of the loss;

(e) For claims arising out of the preparation and/or submission of an import entry, within six (6) months from the date of liquidation of the entry;

(f) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

4. No Liability for the Selection of Services of Third Parties and/or Routes. Unless services are performed by persons or firms engaged pursuant to explicit written instructions from the Customer, Company shall not be responsible for the selection of third parties, or in attending the means, route and procedures to be followed in the handling, transportation, clearance and delivery of the shipment, when by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be considered for those that the Company warrants or represents, that such person or firm will render such services nor does Company assume responsibility or liability for any actions and/or inactions of such third party and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party, all claims in connection with the act of a third party shall be brought solely against such party and/or its agents in connection with any such claim, the company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company;

5. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer;

6. Release of Information Forbidden. (a) Customer acknowledges that it is required to create all documents and declarations prepared and/or filed with Customs Service, other government agencies and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customer's behalf;

(b) In assembling and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or a third party, the Company relies on the completeness of all documentation, whether in written or electronic format, and all information furnished by Customer. Customer shall not be responsible for any errors, omissions or any such information and shall indemnify and hold the Company harmless from any and all claims, actions and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods;

7. Declaring Higher Value to Third Parties. Third parties to whom the goods are entrusted may bear liability for loss or damage. The Company will request marine valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charge therefor; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service;

8. Insurance. Unless, requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall bear all premium and costs in connection with procuring requested insurance;

9. Indemnity Limitation of Liability. (a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;

(b) Subject to (c) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall not be liable for the acts of third parties;

(c) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction;

(d) In the absence of additional coverage stated (c) above, the Company's liability shall be limited to the following:

(i) where the claim arises from activities other than those relating to customs clearance, 100% per shipment or transaction;

(ii) where the claim arises from activities relating to "Customs clearance," \$50.00 per entry or the amount of merchandise fees paid to Company for the entry, whichever is less;

(iii) in no event shall Company be held responsible for consequential, indirect, incidental, statutory or punitive damages unless it has been put on notice of the possibility of such damage;

(e) Retaining Money. All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to Customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of the provision to the Company; late payment fees will apply to company provided statements of bills;

11. Indemnification/Third Parties. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the receipt, loss or destruction of Customer's merchandise and/or any conduct of the Customer, which includes any packing, stow and/or other that, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damage, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims, in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail to its address as set forth by the Company;

12. C.O.B. or Cash Collect Shipments. Company shall use reasonable care regarding verbal instructions relating to "Cash Collect" or "Deliver to C/O" shipments, bank drafts, bankers' orders and/or certified checks, orders of credit and other similar payment documents and/or instruments regarding collection of money but shall incur no liability, if any loss or non-payment occurs, in any of the projects of Company's doing;

13. Code of Collection. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 20% per annum or the highest rate allowed by law, whichever is less, unless it has been agreed to otherwise;

14. Inspection and Right To Sell Customer's Property. (a) Company shall have a general and continuing right in any and all projects of Company's doing to inspect, control or remove merchandise or control for monies owed to Company with respect to the shipment on which the loss is claimed, a prior shipment and/or loss;

(b) Company shall provide written notice of Customer of its intent to exercise such fees, the exact amount of monies due and owing, as well as any pending charges or other charges; Customer shall verify all pertinent information related to its shipment and Company's rights and/or the amount of such fees;

(c) Unless, within thirty days of receiving notice of fees, Customer posts cash or other form of credit or debt, or, if the amount that is in dispute, an acceptable letter equal to 120% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipments, in public or private sale or auction and any net proceeds (including reasonable attorney's fees) shall be returned to Customer;

15. Employee Considerations. Principal agrees to refrain from actively offering or soliciting for employment any individual under the employ of the company, without prior written consent of the company and a fine paid to the company equal to \$20,000 per person to reimburse the company for recruiting, training and development of such individual;

16. No Duty to Maintain Records for Customer. Customer acknowledges to Section 508 and 509 of the TARP Act, as amended, (28 USC 5058 and 5059) that the duty and a code book for maintaining all records required under the Customs and/or other laws and Regulations of the United States, unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by law and/or Regulations, but not as a "warehouse" or "warehouse agent" for Customer;

17. Obtaining Binding Rulings, Ruling Requests, etc. Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post- customs release action, including, but not limited to, obtaining binding rulings, issuing of Resolutions, filing of petitions and/or protests;

18. Prepaid Duties and Insurance of Bills of Lading. Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to verify the number of bills, packages and/or cartons, etc., unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same; Company shall verify again and seal the cargo weight supplied by Customer;

(a) No Responsibility or Assumption Unless Written. These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company, any attempt to orally modify, alter or amend same shall be null and void;

19. Unenforceability. In the event any Paragraph(s) and/or provision hereof are found to be invalid and/or unenforceable, then it shall remain the remainder hereof that remains in full force and effect;

20. Governing Law, Venue and Arbitration and Forum. These terms and conditions of service and the relationship of the parties shall be controlled according to the laws of the State of Texas without giving consideration to principles of conflict of law; Customer and Company;

(a) Irrevocably consent to the jurisdiction of the United States District Court for the Southern District of Texas and the State courts of the State of Texas;

(b) Agree that any action relating to the services performed by Company shall also brought in said courts;

(c) Consent to the exercise of in person jurisdiction over said courts over it, and

(d) Further agree that any action involving equipment made is enforceable in any jurisdiction;

Además de la información hasta ahora presentada, es aconsejable que el personal correspondiente de MX Fresh Foods conozca cuales son las regulaciones y requisitos vigentes para exportar frutas y verduras a los Estados Unidos. El personal de MX Fresh Foods también tiene que familiarizarse con las funciones de las agencias gubernamentales en México y en los Estados Unidos que se encargan de implementar dichas regulaciones. A continuación se presenta una tabla indicando cuál es el documento fitosanitario requerido para exportar los siguientes productos a los Estados Unidos: limón Persa, mango, aguacate Hass, papaya, piña y sandía. En la tabla también se indica si el producto tiene que cumplir con requisitos específicos de Plan de Trabajo acordado entre USDA y SAGARPA.

PRODUCTO	TIPO DE DOCUMENTO		Aplican Regulaciones de Plan de Trabajo USDA/SAGARPA	INSPECCIÓN Por APHIS y FDA en puerto de entrada según sea el caso
	Permiso de Importación USDA/APHIS	Certificado Internacional Fitosanitario/SAGARPA		
Limón Persa	X	X		X
Mango	X	<ul style="list-style-type: none"> Requiere forma USDA PPQ-203 	X	X
Aguacate Hass	X	X	X	X
Papaya	X	X		X
Piña	X			X
Sandía	X			X

El Permiso de Importación de USDA/APHIS lo puede solicitar el importador o el bróker americano utilizando el formato PPQ 587 (Application for Permit to Import Plants or Plant Products). El trámite puede realizarse en línea en el sitio web de [APHIS](#).

El Certificado Fitosanitario Internacional lo otorga la oficina de Sanidad Vegetal local de SAGARPA al exportador interesado. En el Certificado Fitosanitario Internacional se tiene que asentar que el producto en cuestión cumple con las regulaciones vigentes de importación establecidas por USDA/APHIS.

Para la exportación de mango con tratamiento, se tiene que cumplir con lo estipulado en el “Plan de Trabajo para el Tratamiento y Certificación de Mangos Mexicanos” vigente. Para que el inspector de APHIS expida el documento de exportación correspondiente o forma PPQ 203 o su equivalente, la fruta que se va a exportar tiene que cumplir con los requisitos que se detallan en el plan de trabajo mencionado.

Para la exportación de aguacate Hass se tiene que cumplir con lo estipulado en el “Plan de Trabajo para la Exportación de Aguacate Hass de México a los Estados Unidos de América” vigente.

Para la exportación de papaya se tiene que considerar que esta fruta originaria del estado de Chiapas tiene que cumplir con el “Protocolo, procedimiento: Papaya libre de Mosca del Mediterráneo para Estados Unidos de América” vigente.

Para más información sobre los planes de trabajo desarrollados conjuntamente por el Departamento de Agricultura de los Estados Unidos (USDA) y la Secretaría de Agricultura, Ganadería, Desarrollo Rural, Pesca y Alimentación (SAGARPA), visite la sección de [Planes de Trabajo](#) en el sitio web de la Dirección General de Sanidad Vegetal de SENASICA.