



# Customs Web Guide

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# INTRODUCTION

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This guide is written for suppliers (Production, Non Production, Parts, Machinery, Tooling, Die, and Equipment Suppliers), shippers, International carriers, Freight Forwarders, brokers and Customs service suppliers involved in shipping and exporting to Mexico. The requirements included herein are an integral part of Grupo BOCAR's Purchasing Terms and Conditions and Purchase Orders, and are binding on the Supplier and the Buyer.

Imports to Mexico are subject to local Customs and other government agencies' import requirements in regards with information and documentation. Grupo BOCAR also has its own information and documentary requirements.

The following guide is applicable to all suppliers exporting to Grupo BOCAR, whose suppliers shall comply with all Mexican Customs regulations pertaining to the importation of goods into Mexico, as well as regulations on imports into other countries when applicable. Suppliers must comply with Grupo BOCAR's additional requirements concerning invoicing, documentation, labeling and security. Grupo BOCAR is committed to the exercise of reasonable care for all import operations and to continually monitor activity to ensure compliance with all regulatory requirements. All Grupo BOCAR vendors are required to adhere to this Customs Web Guide.

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## INTRODUCTION

### SCOPE

This standard describes phytosanitary measures that reduce the risk of introduction and spread of quarantine pests associated with the movement in international trade of wood packaging material made from raw wood. Wood packaging material covered by this standard includes dunnage but excludes wood packaging made from wood processed in such a way that it is free from pests (e.g. plywood).

The phytosanitary measures described in this standard are not intended to provide ongoing protection from contaminating pests or other organisms.

### ENVIRONMENTAL STATEMENT

Pests associated with wood packaging material are known to have negative impacts on forest health and biodiversity. Implementation of this standard is considered to reduce significantly the spread of pests and subsequently their negative impacts. In the absence of alternative treatments being available for certain situations or to all countries, or the availability of other appropriate packaging materials, methyl bromide treatment is included in this standard. Methyl bromide is known to deplete the ozone layer. A CPM Recommendation on the Replacement or reduction of the use of methyl bromide as a phytosanitary measure (2008) has been adopted in relation to this issue. Alternative treatments that are more environmentally friendly are being pursued.

### REFERENCES

CPM. 2008. Replacement or reduction of the use of methyl bromide as a phytosanitary measure. IPPC Recommendation. In Report of the Third Session of the Commission on Phytosanitary Measures, Rome, 7–11 April 2008, Appendix 6. Rome, IPPC, FAO.

IPPC. 1997. International Plant Protection Convention. Rome, IPPC, FAO.

ISO 3166-1:2006. Codes for the representation of names of countries and their subdivisions – Part 1: Country codes. Geneva, International Organization for Standardization (available at [http://www.iso.org/iso/country\\_codes/iso\\_3166\\_code\\_lists.htm](http://www.iso.org/iso/country_codes/iso_3166_code_lists.htm)).

INTERNATIONAL STANDARDS FOR PHYTOSANITARY MEASURES (ISPM) 5. Glossary of phytosanitary terms. Rome, IPPC, FAO.

ISPM 7. 1997. Export certification system. Rome, IPPC, FAO.

ISPM 20. 2004. Guidelines for a phytosanitary import regulatory system. Rome, IPPC, FAO.

ISPM 23. 2005. Guidelines for inspection. Rome, IPPC, FAO.

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ISPM 13. 2001. Guidelines for the notification of non-compliance and emergency action. Rome, IPPC, FAO.  
ISPM 25. 2006. Consignments in transit. Rome, IPPC, FAO.  
ISPM 28. 2007. Phytosanitary treatments for regulated pests. Rome, IPPC, FAO. ISPM 15 Regulation of wood packaging material in international trade ISPM 15-6 ).

## DEFINITIONS

Definitions of phytosanitary terms used in this standard can be found in ISPM No. 5 (Glossary of phytosanitary terms, 2008).

## OUTLINE OF REQUIREMENTS

Approved phytosanitary measures that significantly reduce the risk of pest introduction and spread via wood packaging material consist of the use of debarked wood (with a specified tolerance for remaining bark) and the application of approved treatments (as prescribed in Annex 1). The application of the recognized mark (as prescribed in Annex 2) ensures that wood packaging material subjected to the approved treatments is readily identifiable. The approved treatments, the mark and its use are described.

The National Plant Protection Organizations (NPPOs) of exporting and importing countries have specific responsibilities. Treatment and application of the mark must always be under the authority of the NPPO. NPPOs that authorize the use of the mark should supervise (or, as a minimum, audit or review) the application of the treatments, use of the mark and its application, as appropriate, by producer/treatment providers and should establish inspection or monitoring and auditing procedures. Specific requirements apply to wood packaging material that is repaired or remanufactured. NPPOs of importing countries should accept the approved phytosanitary measures as the basis for authorizing entry of wood packaging material without further wood packaging material-related phytosanitary import requirements and may verify on import that the requirements of the standard have been met. Where wood packaging material does not comply with the requirements of this standard, NPPOs are also responsible for measures implemented and notification of non-compliance, as appropriate.

## REQUIREMENTS

### 1. Basis for Regulation

Wood originating from living or dead trees may be infested by pests. Wood packaging material is frequently made of raw wood that may not have undergone sufficient processing or treatment to remove or kill pests and therefore remains a pathway for the introduction and spread of quarantine pests. Dunnage in particular has been shown to present a high risk of introduction and spread of quarantine pests. Furthermore, wood packaging material is very often reused, repaired or remanufactured (as described in section 4.3). The true origin of any piece of wood packaging

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material is difficult to determine, and thus its phytosanitary status cannot easily be ascertained. Therefore the normal process of undertaking pest risk analysis to determine if measures are necessary, and the strength of such measures, is frequently not possible for wood packaging material. For this reason, this standard describes internationally accepted measures that may be applied to wood packaging material by all countries to reduce significantly the risk of introduction and spread of most quarantine pests that may be associated with that material.

## 2. REGULATED WOOD PACKAGING MATERIAL

These guidelines cover all forms of wood packaging material that may serve as a pathway for pests posing a pest risk mainly to living trees. They cover wood packaging material such as crates, boxes, packing cases, dunnage, pallets, cable drums and spools/reels, which can be present in almost any imported consignment, including consignments that would not normally be subject to phytosanitary inspection.

### 2.1 EXEMPTIONS

The following articles are of sufficiently low risk to be exempted from the provisions of this standard:

- Wood packaging material made entirely from thin wood (6 mm or less in thickness)
- Wood packaging made wholly of processed wood material, such as plywood, particle board, oriented strand board or veneer that has been created using glue, heat or pressure, or a combination thereof
- Barrels for wine and spirit that have been heated during manufacture
- Gift boxes for wine, cigars and other commodities made from wood that has been processed and/or manufactured in a way that renders it free of pests
- Sawdust, wood shavings and wood wool
- Wood components permanently attached to freight vehicles and containers.

## 3. PHYTOSANITARY MEASURES FOR WOOD PACKAGING MATERIAL

This standard describes phytosanitary measures (including treatments) that have been approved for wood packaging material and provides for the approval of new or revised treatments.

### 3.1 APPROVED PHYTOSANITARY MEASURES

The approved phytosanitary measures described in this standard consist of phytosanitary procedures including treatments and marking of the wood packaging material. The application of the mark renders the use of a phytosanitary certificate unnecessary as it indicates that the internationally accepted phytosanitary measures have been applied. These phytosanitary measures should be accepted by all National Plant Protection Organizations (NPPOs) as the basis for authorizing the entry of wood packaging material without further specific requirements. Required phytosanitary measures beyond an approved measure as described in this standard require technical justification.

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The treatments described in Annex 1 are considered to be significantly effective against most pests of living trees associated with wood packaging material used in international trade. These treatments are combined with the use of debarked wood for construction of wood packaging, which also acts to reduce the likelihood of reinfestation by pests of living trees. These measures have been adopted based on consideration of:

- The range of pests that may be affected
- The efficacy of the treatment
- The technical and/or commercial feasibility.

There are three main activities involved in the production of approved wood packaging material (including dunnage): treating, manufacturing and marking. These activities can be done by separate entities, or one entity can do several or all of these activities. For ease of reference, this standard refers to producers (those that manufacture the wood packaging material and may apply the mark to appropriately treated wood packaging material) and treatment providers (those that apply the approved treatments and may apply the mark to appropriately treated wood packaging material).

Wood packaging material subjected to the approved measures shall be identified by application of an official mark in accordance with Annex 2. This mark consists of a dedicated symbol used in conjunction with codes identifying the specific country, the responsible producer or treatment provider, and the treatment applied. Hereafter, all components of such a mark are referred to collectively as “the mark”. The internationally recognized, non-language-specific mark facilitates identification of treated wood packaging material during inspection prior to export, at the point of entry, or elsewhere. NPPOs should accept the mark as referred to in Annex 2 as the basis for authorizing the entry of wood packaging material without further specific requirements.

Debarked wood must be used for the construction of wood packaging material, in addition to application of one of the adopted treatments specified in Annex 1. A tolerance for remaining bark is specified in Annex 1.

## 3.2 APPROVAL OF NEW OR REVISED TREATMENTS

As new technical information becomes available, existing treatments may be reviewed and modified, and new alternative treatments and/or treatment schedule(s) for wood packaging material may be adopted by the Commission on Phytosanitary Measures (CPM). ISPM No. 28 (Phytosanitary treatments for regulated pests, 2007) provides guidance on the IPPC’s process for approval of treatments. If a new treatment or a revised treatment schedule is adopted for wood packaging material and incorporated into this ISPM, material already treated under the previous treatment and/or schedule does not need to be re-treated or re-marked.

## 3.3 ALTERNATIVE BILATERAL ARRANGEMENTS

NPPOs may accept measures other than those listed in Annex 1 by bilateral arrangement with their trading partners. In such cases, the mark shown in Annex 2 must not be used unless all requirements of this standard have been met.

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## 4. RESPONSIBILITIES OF NPPOS

To meet the objective of preventing the introduction and spread of pests, exporting and importing contracting parties and their NPPOs have responsibilities (as outlined in Articles I, IV and VII of the IPPC). In relation to this standard, specific responsibilities are outlined below.

### 4.1 REGULATORY CONSIDERATIONS

Treatment and application of the mark (and/or related systems) must always be under the authority of the NPPO. NPPOs that authorize use of the mark have the responsibility for ensuring that all systems authorized and approved for implementation of this standard meet all necessary requirements described within the standard, and that wood packaging material (or wood that is to be made into wood packaging material) bearing the mark has been treated and/or manufactured in accordance with this standard.

#### RESPONSIBILITIES INCLUDE:

- Authorization, registration and accreditation, as appropriate
- Monitoring treatment and marking systems implemented in order to verify compliance (further information on Related responsibilities is provided in ISPM No. 7: Export certification system, 1997)
- Inspection, establishing verification procedures and auditing where appropriate (further information is provided in ISPM No. 23: Guidelines for inspection, 2005).

The NPPO should supervise (or, as a minimum, audit or review) the application of the treatments, and authorize use of the mark and its application as appropriate. To prevent untreated or insufficiently/incorrectly treated wood packaging material bearing the mark, treatment should be carried out prior to application of the mark.

### 4.2 APPLICATION AND USE OF THE MARK

The specified marks applied to wood packaging material treated in accordance with this standard must conform to the requirements described in Annex 2.



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## 4.3 TREATMENT AND MARKING REQUIREMENTS FOR WOOD PACKAGING MATERIAL THAT IS REUSED, REPAIRED OR REMANUFACTURED

NPPOs of countries where wood packaging material that bears the mark described in Annex 2 is repaired or remanufactured have responsibility for ensuring and verifying that systems related to export of such wood packaging material comply fully with this standard.

### 4.3.1 REUSE OF WOOD PACKAGING MATERIAL

A unit of wood packaging material that has been treated and marked in accordance with this standard and that has not been repaired, remanufactured or otherwise altered does not require re-treatment or re-application of the mark throughout the service life of the unit.

### 4.3.2 REPAIRED WOOD PACKAGING MATERIAL

Repaired wood packaging material is wood packaging material that has had up to approximately one third of its components removed and replaced. NPPOs must ensure that when marked wood packaging material is repaired, only wood treated in accordance with this standard is used for the repair, or wood constructed or fabricated from processed wood material (as described in section 2.1). Where treated wood is used for the repair, each added component must be individually marked in accordance with this standard.

Wood packaging material bearing multiple marks may create problems in determining the origin of the wood packaging material if pests are found associated with it. It is recommended that NPPOs of countries where wood packaging material is repaired limit the number of different marks that may appear on a single unit of wood packaging material. Therefore NPPOs of countries where wood packaging material is repaired may require the repaired wood packaging material to have previous marks obliterated, the unit to be re-treated in accordance with Annex 1, and the mark then applied in accordance with Annex 2. If methyl bromide is used for the re-treatment, the information in the CPM Recommendation on the Replacement or reduction of the use of methyl bromide as a phytosanitary measure (2008) should be taken into account.

In circumstances where there is any doubt that all components of a unit of repaired wood packaging material have been treated in accordance with this standard, or the origin of the unit of wood packaging material or its components is difficult to ascertain, the NPPOs of countries where wood packaging material is repaired should require the repaired wood packaging material to be re-treated, destroyed, or otherwise prevented from moving in international trade as wood packaging material compliant with this standard. In the case of re-treatment, any previous applications of the mark must be permanently obliterated (e.g. by covering with paint or grinding). After re-treatment, the mark must be applied anew in accordance with this standard.

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## 4.3.3 REMANUFACTURED WOOD PACKAGING MATERIAL

If a unit of wood packaging material has had more than approximately one third of its components replaced, the unit is considered to be remanufactured. In this process, various components (with additional reworking if necessary) may be combined and then reassembled into further wood packaging material. Remanufactured wood packaging material may therefore incorporate both new and previously used components.

Remanufactured wood packaging material must have any previous applications of the mark permanently obliterated (e.g. by covering with paint or grinding). Remanufactured wood packaging material must be re-treated and the mark must then be applied anew in accordance with this standard.

## 4.4 TRANSIT

Where consignments moving in transit have wood packaging material that does not meet the requirements of this standard, NPPOs of countries of transit may require measures to ensure that wood packaging material does not present an unacceptable risk. Further guidance on transit arrangements is provided in ISPM No. 25 (Consignments in transit, 2006).

## 4.5 PROCEDURES UPON IMPORT

Since wood packaging materials are associated with most shipments, including those not considered to be the target of phytosanitary inspections in their own right, cooperation by NPPOs with organizations not usually involved with verification of whether the phytosanitary import requirements have been met is important. For example, cooperation with Customs organizations and other stakeholders will help NPPOs in receiving information on the presence of wood packaging material. This is important to ensure effectiveness in detecting potential non-compliance of wood packaging material.

## 4.6 PHYTOSANITARY MEASURES FOR NON-COMPLIANCE AT POINT OF ENTRY

Relevant information on non-compliance and emergency action is provided in sections 5.1.6.1 to 5.1.6.3 of ISPM No. 20 (Guidelines for a phytosanitary import regulatory system, 2004), and in ISPM No. 13 (Guidelines on notification of non-compliance and emergency action, 2001). Taking into account the frequent re-use of wood packaging material, NPPOs should consider that the non-compliance identified may have arisen in the country of production, repair or remanufacture, rather than in the country of export or transit.

Where wood packaging material does not carry the required mark, or the detection of pests provides evidence that the treatment may not have been effective, the NPPO should respond accordingly and, if necessary, an emergency action may be taken. This action may take the form of detention while the situation is being addressed then, as appropriate, removal of non-compliant material, treatment<sup>3</sup>, destruction (or other secure disposal) or reshipment. Further examples of appropriate options for actions are provided in Appendix 1. The principle of minimal impact should

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be pursued in relation to any emergency action taken, distinguishing between the consignment traded and the accompanying wood packaging material. In addition, if emergency action is necessary and methyl bromide is used by the NPPO, relevant aspects of the CPM Recommendation on Replacement or reduction of the use of methyl bromide as a phytosanitary measure (2008) should be followed.

The NPPO of the importing country should notify the exporting country or the manufacturing country where applicable, in cases where live pests are found. In such cases, where a unit of wood packaging material bears more than one mark NPPOs should attempt to determine the origin of the non-compliant component(s) prior to sending a notice of non-compliance. NPPOs are also encouraged to notify cases of missing marks and other cases of non-compliance. Taking into account the provisions of section 4.3.2, it should be noted that the presence of multiple marks on a single unit of wood packaging does not constitute non-compliance.

## ANNEX 1: APPROVED TREATMENTS ASSOCIATED WITH WOOD PACKAGING MATERIAL USE OF DEBARKED WOOD

Irrespective of the type of treatment applied, wood packaging material must be made of debarked wood. For this standard, any number of visually separate and clearly distinct small pieces of bark may remain if they are:

- Less than 3 cm in width (regardless of the length) or
- Greater than 3 cm in width, with the total surface area of an individual piece of bark less than 50 square cm.

For methyl bromide treatment the removal of bark must be carried out before treatment because the presence of bark on the wood affects the efficacy of the methyl bromide treatment. For heat treatment, the removal of bark can be carried out before or after treatment.

### HEAT TREATMENT (TREATMENT CODE FOR THE MARK: HT)

Wood packaging material must be heated in accordance with a specific time–temperature schedule that achieves a minimum temperature of 56 °C for a minimum duration of 30 continuous minutes throughout the entire profile of the wood (including at its core). Various energy sources or processes may be suitable to achieve these parameters. For example, kiln-drying, heat-enabled chemical pressure impregnation, microwave or other treatments may all be considered heat treatments provided that they meet the heat treatment parameters specified in this standard.

### METHYL BROMIDE TREATMENT (TREATMENT CODE FOR THE MARK: MB)

Use of methyl bromide should be undertaken taking into account the CPM Recommendation Replacement or reduction of the use of methyl bromide as a phytosanitary measure (2008).

The wood packaging material must be fumigated with methyl bromide in accordance with a schedule that achieves the minimum concentration-time product<sup>5</sup> (CT) over 24 hours at the

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temperature and final residual concentration specified in Table 1. This CT must be achieved throughout the wood, including at its core, although the concentrations would be measured in the ambient atmosphere. The minimum temperature of the wood and its surrounding atmosphere must be not less than 10 °C and the minimum exposure time must be not less than 24 hours. Monitoring of gas concentrations must be carried out at a minimum at 2, 4 and 24 hours (in the case of longer exposure times and weaker concentrations, additional measurement should be recorded at the end of fumigation).

Table 1: Minimum CT over 24 hours for wood packaging material fumigated with methyl bromide Temperature	CT (g.h/m <sup>3</sup> ) over 24 h	Minimum final 3 concentration (g/m <sup>3</sup> ) after 24 h
21 °C or above	650	24
16 °C or above	800	28
10 °C or above	900	32

NPPOs shall ensure that the following factors are appropriately addressed by those involved in the application of methyl bromide treatment under this standard:

- (1) Fans are used as appropriate during the gas distribution phase of fumigation to ensure that equilibrium is reached and should be positioned to ensure that the fumigant is rapidly and effectively distributed throughout the fumigation enclosure (preferably within one hour of application).
- (2) Fumigation enclosures are not loaded beyond 80% of their volume.
- (3) Fumigation enclosures are well sealed and as gas tight as possible. If fumigation is to be carried out under sheets, these must be made of gas-proof material and sealed appropriately at seams and at floor level.
- (4) The fumigation site floor is either impermeable to the fumigant or gas-proof sheets must be laid on the floor.
- (5) Methyl bromide is often applied through a vaporizer ('hot gassing') in order to fully volatilize the fumigant prior to its entry into the fumigation enclosure.
- (6) Methyl bromide treatment is not carried out on wood packaging material exceeding 20 cm in cross section. Wood stacks need separators at least every 20 cm to ensure adequate methyl bromide circulation and penetration.
- (7) When calculating methyl bromide dosage, compensation is made for any gas mixtures (e.g. 2% chloropicrin) to ensure that the total amount of methyl bromide applied meets required dosage rates.

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(8) Initial dose rates and post-treatment product handling procedures take account of likely methyl bromide sorption by the treated wood packaging material or associated product (e.g. polystyrene boxes).

(9) The measured temperature of the product or the ambient air (whichever is the lower) is used to calculate the methyl bromide dose, and must be at least 10 °C (including at the wood core) throughout the duration of the treatment.

(10) Wood packaging material to be fumigated is not wrapped or coated in materials impervious to the fumigant.

(11) Records of methyl bromide treatments are retained by treatment providers, for a period of length determined and as required by the NPPO, for auditing purposes.

NPPOs should recommend that measures be taken to reduce or eliminate emissions of methyl bromide to the atmosphere where technically and economically feasible (as described in the IPPC Recommendation on Replacement or reduction of the use of methyl bromide as a phytosanitary measure (CPM, 2008)).

## ADOPTION OF ALTERNATIVE TREATMENTS AND REVISIONS OF APPROVED TREATMENT SCHEDULES

As new technical information becomes available, existing treatments may be reviewed and modified, and alternative treatments and/or new treatment schedule(s) for wood packaging material may be adopted by the CPM. If a new treatment or a revised treatment schedule is adopted for wood packaging material and incorporated into this ISPM, material treated under the previous treatment and/or schedule does not need to be re-treated or re-marked.

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## ANNEX 2: THE MARK AND ITS APPLICATION

A mark indicating that wood packaging material has been subjected to approved phytosanitary treatment in accordance with this standard<sup>6</sup> comprises the following required components:

<sup>6</sup> At import, countries should accept previously produced wood packaging material carrying a mark consistent with earlier versions of this standard.

- Symbol
- Country code
- Producer/treatment provider code
- A treatment code using the appropriate abbreviation according to Annex 1 (HT or MB).

### SYMBOL

The design of the symbol (which may have been registered under national, regional or international procedures, as either a trademark or a certification/collective/guarantee mark) must resemble closely that shown in the examples illustrated below and must be presented to the left of the other components.

### COUNTRY CODE

The country code must be the International Organization for Standards (ISO) two-letter country code (shown in the examples as “XX”). It must be separated by a hyphen from the producer/treatment provider code.

### PRODUCER/TREATMENT PROVIDER CODE

The producer/treatment provider code is a unique code assigned by the NPPO to the producer of the wood packaging material or treatment provider who applies the marks or the entity otherwise responsible to the NPPO for ensuring that appropriately treated wood is used and properly marked (shown in the examples as “000”). The number and order of digits and/or letters are assigned by the NPPO.

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## TREATMENT CODE

The treatment code is an IPPC abbreviation as provided in Annex 1 for the approved measure used and shown in the examples as “YY”. The treatment code must appear after the combined country and producer/treatment provider codes. It must appear on a separate line from the country code and producer/treatment provider code, or be separated by a hyphen if presented on the same line as the other codes.

TREATMENT CODE	TREATMENT TYPE
HT	HEAT TREATMENT
MB	METHYL BROMIDE

## APPLICATION OF THE MARK

The size, font types used, and position of the mark may vary, but its size must be sufficient to be both visible and legible to inspectors without the use of a visual aid. The mark must be rectangular or square in shape and contained within a border line with a vertical line separating the symbol from the code components. To facilitate the use of stenciling, small gaps in the border, the vertical line, and elsewhere among the components of the mark, may be present.

No other information shall be contained within the border of the mark. If additional marks (e.g. trademarks of the producer, logo of the authorizing body) are considered useful to protect the use of the mark on a national level, such information may be provided adjacent to but outside of the border of the mark.

### THE MARK MUST BE:

- Legible
- Durable and not transferable
- Placed in a location that is visible when the wood packaging is in use, preferably on at least two opposite sides of the wood packaging unit.

### THE MARK MUST NOT BE HAND DRAWN.

The use of red or orange should be avoided because these colors are used in the labeling of dangerous goods. Where various components are integrated into a unit of wood packaging material, the resultant composite unit should be considered as a single unit for marking purposes. On a composite unit of wood packaging material made of both treated wood and processed wood material (where the processed component does not require treatment), it may be appropriate for the mark to appear on the processed wood material components to ensure that the mark is in a visible location and is

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of a sufficient size. This approach to the application of the mark applies only to composite single units, not to temporary assemblies of wood packaging material.

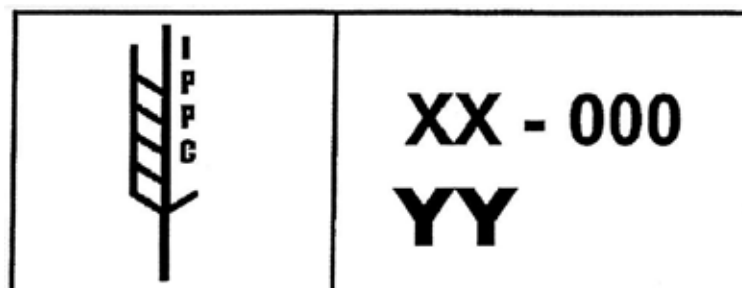
Special consideration of legible application of the mark to tonnage may be necessary because treated wood for use as tonnage may not be cut to final length until loading of a conveyance takes place. It is important that shippers ensure that all tonnage used to secure or support commodities is treated and displays the mark described in this annex, and that the marks are clear and legible. Small pieces of wood that do not include all the required elements of the mark should not be used for tonnage. Options for marking tonnage appropriately include:

- Application of the mark to pieces of wood intended for use as tonnage along their entire length at very short intervals (NB: where very small pieces are subsequently cut for use as tonnage, the cuts should be made so that an entire mark is present on the tonnage used.)
- Additional application of the mark to treated tonnage in a visible location after cutting, provided that the shipper is authorized in accordance with section 4.

The examples below illustrate some acceptable variants of the required components of the mark that is used to certify that the wood packaging material that bears such a mark has been subjected to an approved treatment.

No variations in the symbol should be accepted. Variations in the layout of the mark should be accepted provided that they meet the requirements set out in this annex.

Exímale



This appendix is for reference purposes only and is not a prescriptive part of the standard.

## APPENDIX 1: EXAMPLES OF METHODS OF SECURE DISPOSAL OF NON-COMPLIANT WOOD PACKAGING MATERIAL

Secure disposal of non-compliant wood packaging material is a risk management option that may be used by the NPPO of the importing country when an emergency action is either not available or is not desirable. The methods listed below are recommended for the secure disposal of non-compliant wood packaging material:

- (1) Incineration, if permitted



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(2) Deep burial in sites approved by appropriate authorities (NB: the depth of burial may depend on climatic conditions and the pest intercepted, but is recommended to be at least 2 meters. The material should be covered immediately after burial and should remain buried. Note, also, that deep burial is not a suitable disposal option for wood infested with termites or some root pathogens.)

(3) Processing (NB: Chipping should be used only if combined with further processing in a manner approved by the NPPO of the importing country for the elimination of pests of concern, e.g. the manufacture of oriented strand board.)

(4) Other methods endorsed by the NPPO as effective for the pests of concern

(5) Return to exporting country, if appropriate. In order to minimize the risk of introduction or spread of pests, secure disposal methods where required should be carried out with the least possible delay.

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## NOM-144-SEMARNAT-2012

Standard NOM-144-SEMARNAT-2012 establishing internationally recognized phytosanitary measures for wood packaging used in international trade of goods, issued by the Mexican Ministry of Environment and Natural Resources (SEMARNAT), entered into force on October, 15.

The Standard is applicable in the country and aims to establish phytosanitary measures for wood packaging used in international trade of goods and products, their specifications and the use of internationally recognized mark to demonstrate the application of such phytosanitary measures. It also establishes guidelines for the visual verification by official staff at the points of entry of the wood packaging used for the introduction of goods and products into the country so as to reduce the risk of the introduction of pests.

## **NORMA OFICIAL MEXICANA NOM-144-SEMARNAT-2012, QUE ESTABLECE LAS MEDIDAS FITOSANITARIAS RECONOCIDAS INTERNACIONALMENTE PARA EL EMBALAJE DE MADERA, QUE SE UTILIZA EN EL COMERCIO INTERNACIONAL DE BIENES Y MERCANCIAS**

### PREFACIO

En la elaboración del presente Proyecto de Modificación participaron representantes de las siguientes instancias:

### ASOCIACIONES Y CÁMARAS

- Asociación Mexicana de Envase y Embalaje, A.C. AMEE
- Asociación Nacional de Importadores y Exportadores de la República Mexicana, ANIERM
- Asociación Nacional de la Industria Química, A.C. ANIQ
- Cámara Nacional de la Industria Forestal, CNIF
- Cámara Nacional de la Industria Maderera, A.C.
- Confederación de Asociaciones de Agentes Aduanales de la República Mexicana, CAAAREM
- Confederación Latinoamericana de Agentes Aduanales, A.C. CLAA

### ENSEÑANZA E INVESTIGACIÓN

- División de Ciencias Forestales, Universidad Autónoma Chapingo

### GOBIERNO FEDERAL

#### SECRETARÍA DE AGRICULTURA, GANADERÍA, DESARROLLO RURAL, PESCA Y ALIMENTACIÓN

- Instituto Nacional de Investigaciones Forestales, Agrícolas y Pecuarias, INIFAP
- Servicio Nacional de Sanidad, Inocuidad y Calidad Agroalimentaria. Dirección General de Sanidad Vegetal

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## SECRETARÍA DE ECONOMÍA

- Dirección General de Comercio Exterior. Dirección del Secretariado Técnico de la Comisión de Comercio Exterior

## SECRETARÍA DE HACIENDA Y CRÉDITO PÚBLICO

- Administración Central de Regulación Aduanera, Administración General de Aduanas, Servicio de Administración Tributaria, SAT. REVISAR CON YADI, BAJO QUE ADMINSTRACION QUEDO LA NOM 24, PROBLAMENTE CON ACNA

## SECRETARÍA DE MEDIO AMBIENTE Y RECURSOS NATURALES

- Comisión Nacional Forestal
- Dirección General Adjunta de Política y Regulación Ambiental
- Dirección General de Gestión Forestal y de Suelos
- Dirección General del Sector Primario y Recursos Naturales Renovables
- Procuraduría Federal de Protección al Ambiente, PROFEPA
  - Ø Dirección General de Inspección Ambiental en Puertos, Aeropuertos y Fronteras
  - Ø Dirección General de Inspección y Vigilancia Forestal
  - Ø Subprocuraduría Jurídica. Dirección General de Control de Procedimientos Administrativos y Consulta
  - Ø Zona Metropolitana del Valle de México-PROFEPA.

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## 1. OBJETIVOS Y CAMPO DE APLICACIÓN

La presente Norma es de aplicación en el territorio nacional y tiene por objeto establecer:

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1.1. Las medidas fitosanitarias para el embalaje de madera que se utiliza en el comercio internacional de bienes y mercancías, sus especificaciones técnicas y el uso de la marca reconocida internacionalmente para acreditar la aplicación de dichas medidas fitosanitarias.

1.2. Los requisitos que deben cumplirse para el uso de la marca a la que se refiere la presente Norma, tratándose de embalaje de madera que se utilice en la exportación de bienes y mercancías.

1.3. Lineamientos para la comprobación ocular, en los puntos de entrada al país, de los embalajes de madera que se utilizan para la introducción de bienes y mercancías, para reducir el riesgo de introducción de plagas.

## 2. REFERENCIAS

Norma Oficial Mexicana NOM-022-FITO-1995 Requisitos y especificaciones que deben cumplir las personas morales para la prestación de servicios de tratamientos fitosanitarios (DOF 8 de agosto de 2008).

## 3. DEFINICIONES

Para efectos de esta Norma, se entenderá por:

**3.1. Acta.** Documento en el cual el personal oficial hace constar con toda claridad los hechos y omisiones observados durante el desarrollo de una inspección.

**3.2. Acta de hechos:** Documento en el que se sustentan las actuaciones realizadas por el personal oficial en el desempeño de sus funciones.

**3.3. Comprobación ocular.** Acto por el que personal oficial constata la presencia de la marca y el estado fitosanitario en el embalaje de madera utilizado en la introducción al territorio nacional de bienes y mercancías.

**3.4. Dirección.** Dirección General de Gestión Forestal y de Suelos de la Secretaría.

**3.5. Delegación.** Delegación Federal de la Secretaría en la entidad que corresponda.

**3.6. Depósito ante la Aduana.** Acto mediante el cual la mercancía ingresa al recinto fiscal o fiscalizado destinado a este objeto, con el propósito de destinarlas a un régimen aduanero.

**3.7. Eliminación.** Acción de incineración o astillado en partículas de madera con un espesor menor a 6 mm y una longitud no mayor a 2 cm.

**3.8. Embalaje de madera.** Madera o productos de madera utilizados para soportar, contener, proteger o transportar bienes y mercancías, como son las tarimas, cajas, cajones, jaulas, carretes, madera para estiba y calzas, entre otros, excluyendo los productos de papel.

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**3.9. Embalaje de madera reciclado.** Aquel que tiene más de un tercio de sus componentes reemplazados.

**3.10 Embalaje de madera reparado.** Aquel que tiene hasta un tercio de sus componentes removidos y reemplazados.

**3.11 Embarque.** Cantidad de plantas, productos vegetales y/u otros artículos que se movilizan de un país a otro, y que están amparados, en caso de ser necesario, por un solo certificado fitosanitario (El embarque puede estar compuesto por uno o más productos básicos o lotes).

**3.12. Evidencia de plaga viva.** Cuando se presentan insectos vivos en cualquier estado de desarrollo (larva, ninfa, pupa, adulto), o evidencias de ataque activo: aserrín reciente (en forma de polvo de consistencia de talco o áspera o de bollo) saliendo de orificios de la madera o presencia de túneles de tierra sobre la madera.

**3.13. FAO.** Organización de las Naciones Unidas para la Agricultura y la Alimentación (siglas en inglés).

**3.14. Fumigación.** Tratamiento con un agente químico normalmente en estado gaseoso que se aplica al embalaje de madera para la eliminación de plagas vivas.

**3.15. Impregnación química a presión (CPI).** Tratamiento a la madera con un preservador químico mediante un proceso de presión.

**3.16. Inspección.** Acto mediante el cual, la PROFEPA por conducto del personal oficial verifica el cumplimiento de las disposiciones aplicables en materia ambiental.

**3.17. Madera descortezada:** Madera que ha sido sometida a cualquier proceso con objeto de quitarle la corteza. (La madera descortezada no es necesariamente madera libre de corteza) [CIMF, 2008]

**3.18. Madera para estiba.** Embalaje de madera usado para soportar un cargamento, pero que no está asociado con el producto básico, por ejemplo: polines, cuñas, calzas utilizadas entre cargas o para sostener, apuntalar y separar tubería o maquinaria o equipo pesado o de grandes dimensiones.

**3.19. Manual de Procedimientos.** Manual de Procedimientos para la Importación y Exportación de Vida Silvestre, Productos y Subproductos Forestales, y Materiales y Residuos Peligrosos, Sujetos a Regulación por parte de la Secretaría de Medio Ambiente y Recursos Naturales.

**3.20. Marca.** Sello oficial que se aplica al embalaje de madera y que es reconocido por México e internacionalmente para acreditar que éste fue sometido a alguna de las medidas fitosanitarias establecidas en la presente Norma y en la NIMF No. 15.

**3.21. Mecanismo de selección automatizado.** El mecanismo que determinará si las mercancías se someterán a reconocimiento aduanero o segundo reconocimiento.

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**3.22. Medida fitosanitaria.** Los tratamientos establecidos en la presente Norma, que tienen el propósito de prevenir la introducción y/o diseminación de plagas cuarentenarias asociadas al embalaje de madera.

**3.23. NIMF No. 15.** Norma Internacional de Medidas Fitosanitarias No. 15 denominada Regulaciones del Embalaje de Madera Utilizado en el Comercio Internacional, publicada por la Convención Internacional de Protección Fitosanitaria de la FAO.

**3.24. Plaga cuarentenaria.** Una plaga de importancia económica potencial para el área en peligro aun cuando la plaga no existe o, si existe, no está extendida y se encuentra bajo control oficial.

**3.25. Persona.** Persona física o moral.

**3.26. Personal oficial.** Servidores públicos de la PROFEPA debidamente acreditados para llevar a cabo los actos de inspección y comprobación ocular.

**3.27. PROFEPA.** Procuraduría Federal de Protección al Ambiente.

**3.28. Recinto fiscal.** Aquellos lugares en donde las autoridades aduaneras realizan indistintamente las funciones de manejo, almacenaje, custodia, carga y descarga de las mercancías de comercio exterior, fiscalización, así como el despacho aduanero de las mismas.

**3.29. Recinto fiscalizado.** Inmueble ubicado dentro o colindante con un recinto fiscal, otorgado mediante concesión o autorización a particulares para la prestación de servicios de manejo, almacenaje y custodia de mercancías.

**3.30. Secretaría.** Secretaría de Medio Ambiente y Recursos Naturales.

**3.31. Tratamiento fitosanitario.** Procedimiento autorizado para eliminar plagas.

**3.32. Tratamiento térmico.** Proceso mediante el cual un producto básico es sometido al calor hasta alcanzar una temperatura mínima constante, durante un periodo mínimo de tiempo, conforme a especificaciones técnicas reconocidas por esta Norma.

## 4. ESPECIFICACIONES

### 4.1. Lineamientos generales.

**4.1.1.** Las medidas fitosanitarias aprobadas internacionalmente y reconocidas por México, para el tratamiento del embalaje de madera fabricado con madera descortezada que se utilice en el comercio internacional, son el térmico (HT) y la fumigación con bromuro de metilo (MB).

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4.1.2. Independientemente del tipo de tratamiento que se aplique, el material de embalaje de madera debe estar hecho de madera descortezada. Para los efectos de esta norma podrá quedar cualquier número de pedazos pequeños de corteza visualmente separados y claramente distinguibles que midan:

- menos de 3 centímetros de ancho (sin importar la longitud) o;
- más de 3 centímetros de ancho, a condición de que la superficie total de cada trozo de corteza sea inferior a 50 centímetros cuadrados.

4.1.3. La persona que requiera aplicar la marca, para ser colocada en el embalaje de madera fabricado con madera descortezada que se pretenda utilizar en la exportación de bienes y mercancías, debe cumplir con lo establecido para tal fin en los apartados 6.1. al 6.5. del Procedimiento para colocar la marca.

4.1.4. De conformidad a lo establecido en los artículos 23 fracción II y 24 de la Ley Federal de Sanidad Vegetal y 130 del Reglamento de la Ley General de Desarrollo Forestal Sustentable, el embalaje de madera utilizado en la introducción al territorio nacional de bienes y mercancías, debe cumplir con las medidas fitosanitarias y exhibir la marca, establecidas en la presente Norma.

4.1.5. Quedan exceptuados del cumplimiento de la presente Norma, los casos de embalajes de madera para la introducción de bienes y mercancías al territorio nacional siguientes:

- a) Los fabricados en su totalidad de material de madera sometida a procesamiento, como el contrachapado, los tableros de partículas, los tableros de hojuelas orientadas o las hojas de chapa, que se han producido utilizando pegamento, calor o presión o con una combinación de los mismos;
- b) El aserrín, la viruta y la lana de madera;
- c) Barricas o barriles de madera que hayan sido sometidas a calor durante su fabricación, que transporten bebidas alcohólicas;
- d) Cajas, estuches o continentes de madera procesada de conformidad con el inciso a) de este numeral, de tal forma que queden libres de plagas, presentados con los artículos a los que estén destinados;
- e) Fabricados completamente con madera de 6 mm o menos de espesor;
- f) Los componentes de madera unidos de manera permanente a vehículos de transporte y contenedores.
- g) La madera para estiba de un cargamento de madera que es cortada de la misma especie y calidad y que cumple con los mismos requisitos fitosanitarios de dicho cargamento.

4.2. Lineamientos específicos.

4.2.1. Tratamientos aprobados para el embalaje de madera.

4.2.1.1. El embalaje de madera debe estar fabricado de madera descortezada.

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4.2.1.2. El Tratamiento Térmico (HT), consiste en el calentamiento del embalaje de madera descortezada, de acuerdo con un programa de tiempo y temperatura que permita alcanzar una temperatura mínima al centro de la pieza de mayor espesor de 329,16 K (56°C) por un mínimo de 30 minutos.

El secado en estufa, la impregnación química a presión inducida mediante calor y las microondas se consideran como tratamientos térmicos siempre que se ajusten a los parámetros para tratamiento térmico especificados en esta norma.

4.2.1.3. Tratamiento de fumigación con bromuro de metilo (MB). Consiste en la fumigación del embalaje de madera descortezada de acuerdo con la siguiente tabla:

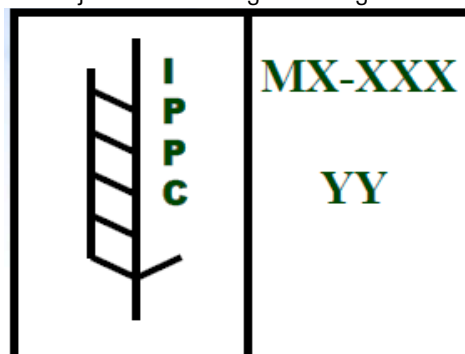
Tabla: Fumigación con bromuro de metilo

Temperatura ambiente	Dosis* g/m <sup>3</sup>	Horas de exposición	Registros mínimos de concentración (g/m <sup>3</sup> ) durante			Tiempo de aireación (horas)
			2 horas	4 horas	24 horas	
21°C o mayor	48	24	36	31	24	12
16°C a 20,9 °C	56	24	42	36	28	12
11°C a 15,9°C	64	24	48	42	32	12

NOTA: \* Se refiere a los gramos de bromuro de metilo que se inyectarán de acuerdo al volumen de la instalación o cámara de fumigación expresado en m<sup>3</sup>.

4.2.2. Marca para acreditar la aplicación de las medidas fitosanitarias.

4.2.2.1. La Marca debe ajustarse a la siguiente figura:





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Las letras IPPC, son parte integrante de la Marca, y su significado es: Convención Internacional de Protección Fitosanitaria, por sus siglas en inglés.

**4.2.2.2.** El contenido de la Marca debe ajustarse a lo siguiente:

**MX** Siglas correspondientes para México, en el caso de embalaje de madera utilizado en la exportación; o las correspondientes a cada país, para el embalaje de madera utilizado en la importación.

**XXX** Número único otorgado por la autoridad de cada país a la persona autorizada para el uso de la marca. Para el caso de México será otorgado por la Secretaría.

**YY** Abreviaturas de los tratamientos fitosanitarios:

**HT** Abreviatura del tratamiento térmico.

**MB** Abreviatura de fumigación con bromuro de metilo.

La información opcional tal como el logo de la empresa o el Código de identificación de la persona autorizada y la leyenda "Embalaje Certificado NOM-144", para las personas que hayan adquirido el certificado al que se refiere el numeral 7.7. de la presente Norma, así como la fecha de aplicación del tratamiento (DIA/MES/AÑO) deberá colocarse en la parte inferior y fuera de los bordes de la marca.

**4.2.2.3.** La colocación de la marca en el embalaje de madera debe cumplir con lo siguiente:

- a) Ser legible, permanente y colocarse en un lugar visible en por lo menos dos lados opuestos del embalaje de madera;
- b) La marca puede ser rotulada con pintura permanente preferentemente en negro, o grabada con calor; los colores rojo y anaranjado no deben usarse como color de la marca;
- c) Las etiquetas o calcomanías no están permitidas, y
- d) La marca es intransferible.

**4.2.3.** Para el caso del embalaje de madera que por sus especificaciones de fabricación o condiciones de uso no pueda ser sometido a tratamiento completamente armado, las piezas que lo conforman deben ser sometidas a tratamiento y marcadas individualmente.

**4.2.4.** Se debe asegurar que toda la madera para estiba sea tratada y muestren la marca descrita en el Anexo 2 de la NIMF No. 15 para el caso de importaciones y la indicada en la presente Norma cuando se trate de exportaciones y que las marcas sean claras y legibles. Se deberá evitar el uso de piezas de madera que por su tamaño

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no permitan que todos los elementos de la marca estén incluidos y reconocibles.

**4.2.5.** El embalaje de madera que haya sido tratado y marcado de acuerdo a la NIMF No. 15 y a la presente Norma y que no ha sido reparado o reciclado o alterado, no requiere de un nuevo tratamiento o marcado durante su vida útil.

**4.2.6.** Cuando el embalaje de madera marcado sea reparado se deberá utilizar sólo madera tratada de acuerdo a la presente Norma y cada componente añadido deberá ser individualmente marcado. Las marcas presentes en el embalaje de madera reparado se eliminarán colocando la marca de la persona autorizada que aplicó el tratamiento. En caso de que exista justificación técnica de que los componentes añadidos en el embalaje de madera reparado no hayan sido tratados de acuerdo a la presente Norma, la Secretaría ordenará la aplicación de un nuevo tratamiento, o su destrucción o la inmovilización para ser utilizado en el comercio internacional.

**4.2.7.** Cuando el embalaje de madera sea reciclado será nuevamente tratado y las marcas presentes en el embalaje de madera se eliminarán colocando la marca de la persona autorizada que aplicó el tratamiento.

## 5. LINEAMIENTOS PARA LA COMPROBACIÓN OCULAR DE LOS EMBALAJES DE MADERA QUE SE UTILIZAN EN EL PROCESO DE INTRODUCCIÓN AL TERRITORIO NACIONAL DE BIENES Y MERCANCÍAS, INCLUYENDO LOS EMBALAJES DE MADERA DE EMBARQUES QUE SEAN RETORNADOS

**5.1.** El personal oficial deberá comprobar de manera ocular, aleatoria y gratuita, que el embalaje de madera exhibe la marca establecida en esta Norma por medio del procedimiento descrito en el presente apartado.

**5.1.1.** Comprobación ocular de la marca en el embalaje de madera utilizado en la introducción de bienes y mercancías.

**5.1.2.** La comprobación ocular de la marca en el embalaje de madera se debe realizar de acuerdo al siguiente orden de prelación:

a) Cuando el embalaje de madera que se utiliza en el comercio internacional de bienes y mercancías quede en depósito ante la aduana, se podrá realizar previo a la activación del mecanismo de selección automatizado a que se refiere la legislación aduanera, para lo cual el personal oficial debe seleccionar aleatoriamente el embarque sujeto a dicha comprobación, ésta deberá realizarse durante el procedimiento de verificación del embalaje de madera de acuerdo al Manual de Procedimientos;

b) Cuando el embalaje no quede en depósito ante la aduana, se deberá realizar posterior a la activación del mecanismo de selección automatizado a que se refiere la legislación aduanera, para lo cual el personal oficial debe seleccionar aleatoriamente el embarque, entre los que les haya correspondido reconocimiento aduanero.

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La comprobación ocular se debe realizar únicamente a los embalajes visibles al momento de realizar el reconocimiento previo o el reconocimiento aduanero. Si la marca no es visible en algún embalaje, debido al acomodo del embalaje de madera, el personal oficial podrá solicitar se realicen los movimientos de descarga para comprobar la existencia de la misma. Las medidas que se tomarán como resultado de la comprobación ocular, se especifican en los numerales 5.2. al 5.5.

**5.2.** Si en la comprobación ocular el personal oficial determina que el embalaje de madera cumple con las especificaciones de la presente Norma, deberá permitir que continúe con el procedimiento de introducción al territorio nacional de bienes y mercancías.

**5.3.** Cuando derivado de la comprobación ocular, se determine que el embalaje de madera no cumple con alguna disposición aplicable de la presente Norma, el personal oficial levantará el acta correspondiente de conformidad al manual de procedimientos y la persona que introduzca bienes o mercancías al territorio nacional deberá optar por la aplicación de alguna de las siguientes medidas:

- a) Aplicar al embalaje de madera alguno de los tratamientos fitosanitarios previstos en el numeral 4.2.1. de la presente Norma;
- b) Eliminar el embalaje de madera y sustituirlo por embalaje que cumpla con la presente Norma;
- c) Devolver al extranjero el embalaje de madera, siempre y cuando no se trate de embarques de exportación que sean retornados. La determinación del país al que se devolverá el embalaje al extranjero, estará a cargo de la persona que introduzca bienes o mercancías al territorio nacional.

En caso de que el incumplimiento al que se refiere el primer párrafo de este numeral, se deba a la presencia de plaga viva, independientemente de otros incumplimientos, las medidas fitosanitarias a aplicar serán las que se deriven del dictamen técnico emitido por la Dirección, que deberán ser una o varias de las anteriores.

**5.3.1.** Cuando se opte por la aplicación de bromuro de metilo se debe cumplir con lo siguiente:

- a) El embarque fumigado debe permanecer inmóvil hasta que haya cumplido con los tiempos establecidos en el numeral 4.2.1.3. de la presente Norma;
- b) La persona autorizada para aplicar el tratamiento, debe colocar etiquetas autoadheribles que indiquen la fecha y hora de aplicación del mismo, así como el tiempo de aireación en lugar visible fuera de las cámaras de fumigación, cubiertas de PVC, en contenedores o cualquier otro lugar donde se realice el tratamiento;
- c) Una vez concluido el tratamiento de fumigación, la persona autorizada que lo aplicó debe entregar a la persona que introduzca bienes o mercancías al territorio nacional, la constancia establecida en numeral 6.2.6., donde además se indique que el embarque puede ser movilizad o sin ningún riesgo.

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5.4. Para la comprobación de la aplicación de las medidas consideradas en el numeral 5.3. de la presente Norma, la persona que introduzca bienes o mercancías al territorio nacional debe entregar al personal oficial copia del documento que acredite su aplicación, así como exhibir el original para su cotejo.

5.5. Para los fines de los numerales 5.3. y 5.4. de la presente Norma, cuando se efectúe la fumigación con bromuro de metilo, ésta deberá ser aplicada por una empresa autorizada en los términos de esta Norma o por empresas aprobadas por la SAGARPA de conformidad con la Modificación a la NOM-022-FITO-1995 o la que la sustituya, la cual debe expedir la constancia de tratamiento referida en el numeral 6.2.6.

5.6. El costo que se derive de los procedimientos de inspección, conforme al Manual de Procedimientos y de la aplicación de las medidas fitosanitarias, estarán a cargo del importador, consignatario o destinatario de la mercancía.

## 6. PROCEDIMIENTO PARA COLOCAR LA MARCA

6.1. Para colocar la Marca en el embalaje de madera que se utilice en la exportación de bienes y mercancías, se debe solicitar la autorización correspondiente a la Secretaría, a través de la Dirección o las Delegaciones.

### 6.2. Requisitos.

Los interesados en obtener autorización de la Secretaría para el uso de la Marca, deberán presentar ante la Secretaría la solicitud mediante el formato de reproducción libre que aparece como Anexo 1.

6.2.1. La solicitud debe tener como anexos los siguientes documentos:

- a) Para personas morales, copia del acta constitutiva y original para su cotejo, copia del Registro Federal de Contribuyentes y, en su caso, copia certificada del poder notarial de la persona que realiza el trámite.
- b) Para personas físicas: Clave Unica de Registro de Población, y en caso de representante legal, copia simple de carta poder notariada y original para su cotejo.
- c) Copia de identificación oficial del solicitante.
- d) Para el caso del tratamiento térmico, dos gráficas obtenidas dentro de los cinco días anteriores a la presentación de la solicitud. Estas gráficas deben indicar por lo menos lo siguiente:
  - Tiempo de inicio y terminación del ciclo del tratamiento;
  - Fecha del ciclo del tratamiento, y
  - Valores de temperatura y tiempo de cada una de las sondas o sensores (termopares) colocados en el centro del elemento más grueso del embalaje, a efecto de comprobar que se alcanzaron los parámetros establecidos en la presente Norma.

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**6.2.2.** Las instalaciones para aplicar el tratamiento térmico, deben contar como mínimo, con lo siguiente:

- a) Sistema de calefacción suficiente, para alcanzar 329,16 K (56°C) de manera constante al centro de la pieza más gruesa por 30 minutos;
- b) Sistema de circulación de aire;
- c) Sistemas automáticos o semiautomáticos de medición, regulación y registro del proceso, y
- d) Dos o más sensores o sondas (termopares), para la medición y registro de la temperatura al centro del elemento más grueso del embalaje de madera.

**6.2.3.** Para la fumigación con bromuro de metilo en cámaras, bajo cubiertas de PVC y en contenedores, deberá apegarse a lo establecido en los numerales 4.1, 4.1.1, 4.1.3 y 4.2 de la Modificación a la NOM-022-FITO-1995 o la que la sustituya.

**6.2.3.1.** El cumplimiento de la presente Norma no exime al autorizado del cumplimiento de otras disposiciones jurídicas aplicables relativas al bromuro de metilo.

**6.2.3.2.** La fumigación con bromuro de metilo, deberá realizarse bajo cubiertas (lonas) de PVC o en contenedores, únicamente cuando se trate de los supuestos establecidos en el numeral 5.3. de la presente Norma, debiéndose observar las medidas de seguridad establecidas en la "Guía de Tecnología y Procedimientos para el Tratamiento Fitosanitario y Manejo de Embalaje de Madera Utilizado en el Comercio Internacional".

**6.2.4.** Para asegurar un tratamiento eficiente a base de fumigación con bromuro de metilo el material que compone el embalaje de madera no deberá de exceder los 20 cm en su sección transversal y no deberá estar envuelto o cubierto de material impermeable al fumigante.

**6.2.5.** Las personas autorizadas para el uso de la Marca, únicamente podrán aplicar los tratamientos fitosanitarios y colocar la Marca establecida en la presente Norma, en el domicilio señalado en la autorización otorgada por la Secretaría.

**6.2.6.** El titular de la autorización para el uso de la Marca, debe elaborar y expedir la Constancia de Tratamiento aplicado de acuerdo a la presente Norma en original y copia, debidamente foliado, para cada tratamiento aplicado, de acuerdo al Anexo 2.

En el caso de tratamiento térmico, se debe anexar copia de la gráfica de dicho tratamiento.

El original debe ser entregado al propietario del embalaje de madera y, la copia para el archivo del titular de la autorización.

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El titular de la autorización debe enviar a la autoridad un informe-resumen semestral de los tratamientos aplicados de acuerdo al formato establecido en el Anexo 3 durante los primeros 15 días de los meses de enero y julio de cada año a partir de la fecha de expedición de la autorización, debiendo conservar las gráficas originales de los tratamientos térmicos aplicados por documento entregado. El informe-resumen se debe entregar de forma impresa y en archivo electrónico en las oficinas de la Dirección o de la Delegación correspondiente.

Si durante el periodo que corresponde informar no se hubieran aplicados tratamientos, el titular de la autorización deberá indicar tal situación en el formato establecido en el Anexo 3, en este caso en el campo: Número total de tratamientos aplicados en el periodo se anotará la palabra NINGUNO.

## 6.2.7. Procedimiento de autorización para el uso de la Marca.

El procedimiento que la Secretaría debe observar para la resolución de solicitudes de autorización, es el siguiente:

- a) Presentada la solicitud, la Delegación o la Dirección, en un plazo no mayor de cinco días hábiles, analizará su procedencia.
- b) La Delegación o la Dirección debe revisar la solicitud y los documentos e información anexa y determinar si la persona física o moral cumple con los requisitos y, de ser necesario, prevenir al interesado para que en un plazo de cinco días hábiles presente la documentación o información faltante, de no hacerlo así se tendrá por desechada la solicitud.
- c) De proceder la solicitud, la Dirección o Delegación, en un plazo no mayor de 10 días hábiles, debe realizar una visita técnica a las instalaciones, con la finalidad de verificar el cumplimiento de los requisitos establecidos en la presente Norma.

Si la autoridad no realiza la visita técnica dentro del plazo señalado en el párrafo anterior, se debe continuar con el procedimiento de resolución.

- d) Si derivado de la visita técnica se determina que las instalaciones no cumplen con las especificaciones establecidas en la presente Norma, la Dirección o la Delegación debe prevenir al interesado para que en un plazo no mayor de 30 días naturales cumpla con las mismas, de no hacerlo así se tendrá por desechada la solicitud.
- e) Transcurridos los plazos anteriores y cumplidos los requisitos, la Secretaría en un plazo no mayor de cinco días hábiles debe emitir la autorización correspondiente.

En caso de que la autoridad no resuelva en los plazos antes señalados, se entenderá por autorizada la solicitud.

## 6.2.8. La autorización tendrá una vigencia indefinida.

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**6.2.9.** La autorización que otorgue la Secretaría, a través de la Dirección o Delegación, debe contener lo siguiente:

- a) Fecha de expedición;
- b) Nombre y domicilio del titular;
- c) Número único otorgado a la persona física o moral autorizada, que deberá incluirse en la Marca;
- d) Medida fitosanitaria autorizada (tratamiento) al titular, y
- e) Domicilio de las instalaciones donde se aplicará la medida fitosanitaria (tratamiento).

**6.2.10.** El titular de la autorización, debe colocar la autorización en un lugar visible, para facilitar su identificación.

**6.3.** La Dirección debe llevar un registro de las personas autorizadas para el Uso de la Marca.

**6.4.** La persona que realice modificaciones a las instalaciones autorizadas para la aplicación de los tratamientos fitosanitarios o cambie de domicilio las mismas o solicite alta para una sucursal con la misma razón social y domicilio en la misma entidad federativa de la autorización original, debe dar aviso a la Dirección o Delegación, dentro de los cinco días hábiles siguientes a la fecha en que se realizaron las modificaciones, el cambio de domicilio o el alta de la sucursal, mediante el formato que para tal efecto publica la Secretaría; este aviso puede ser presentado vía electrónica.

**6.4.1.** El Aviso debe contener la información siguiente:

- a) Unidad administrativa ante la que se presenta el trámite;
- b) Nombre o razón social;
- c) Registro Federal de Contribuyentes;
- d) CURP;
- e) Domicilio;
- f) Código Postal;
- g) Municipio;
- h) Estado;
- i) Teléfono o fax y, en su caso, correo electrónico;
- j) En su caso, los siguientes datos del representante legal:
  - Nombre
  - Registro Federal de Contribuyentes
  - Domicilio
  - C. P.

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- Municipio
  - Estado
  - Teléfono o fax y, en su caso, correo electrónico
- k) Número único de autorización que le fue asignado por la Secretaría a su instalación (de acuerdo con el tipo de tratamiento);
- l) En caso de ser modificación, la descripción de la misma y anexar lo siguiente:
- Original y copia simple para cotejo de la documentación con la que se acredite la personalidad jurídica del promovente.
- m) En caso de cambio de domicilio de las instalaciones autorizadas, la nueva dirección y anexar lo siguiente:
- Original de la autorización expedida para el uso de la marca
  - Copia del comprobante del nuevo domicilio
  - Original y copia simple para cotejo de la documentación con la que se acredite la personalidad jurídica del promovente.
- n) En caso de alta de sucursal, copia del formato de registro de apertura de establecimiento y anexar lo siguiente:
- Copia del comprobante del domicilio de la Sucursal
  - Copia del formato de registro de apertura de establecimiento con el sello de la oficina receptora
  - Original y copia simple para cotejo de la documentación con la que se acredite la personalidad jurídica del promovente
- ñ) Nombre y firma del propietario o representante legal.

Para los casos de cambio de domicilio o de alta de sucursal, la Dirección o Delegación debe realizar la visita técnica previo al otorgamiento de la autorización actualizada y realizar las adecuaciones correspondientes en el registro.

**6.5.** En caso de que la persona autorizada decida renunciar a la autorización, debe dar aviso a la Dirección o Delegación mediante el formato de renuncia a la autorización para el uso de la marca que atestigua la aplicación de los tratamientos fitosanitarios en embalaje de madera que aparece como Anexo 4 de la presente Norma; este aviso puede ser presentado vía electrónica.

**6.5.1.** El Aviso de renuncia a la autorización debe contener la información y anexar los documentos siguientes:

- a) Nombre o razón social y domicilio;
- b) Registro Federal de Contribuyentes o CURP;
- c) Teléfono o fax y, en su caso, correo electrónico;
- d) Descripción de la causa por la cual se renuncia;
- e) Número y fecha de la autorización expedida para el uso de la marca, y
- f) Dispositivos originales para la aplicación de la marca aprobada.



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La Dirección o Delegación debe cancelar la autorización y el número único, el cual no puede ser reasignado por un periodo de dos años a partir de la cancelación y debe actualizar el registro de personas autorizadas.

## 7. PROCEDIMIENTO PARA LA EVALUACIÓN DE LA CONFORMIDAD (PEC)

7.1. Las personas autorizadas por la Secretaría para colocar la marca del tratamiento al embalaje de madera, podrán solicitar de manera voluntaria a la PROFEPA o a los organismos de certificación acreditados y aprobados en términos de la Ley Federal sobre Metrología y Normalización, la evaluación de la conformidad de acuerdo a la presente Norma o la certificación de su proceso para la aplicación del tratamiento fitosanitario.

7.2. La persona interesada en obtener el certificado "Empresa Certificada NOM-144", debe presentar ante la PROFEPA o el organismo de certificación de su elección, una solicitud por escrito, la cual contendrá la información y se acompañará de la documentación siguiente:

- a) Nombre, denominación o razón social de la persona solicitante;
- b) En su caso, copia simple de carta poder del representante legal y original para su cotejo;
- c) Actividad de la persona autorizada;
- d) Dirección y ubicación de la oficina principal y del lugar en donde se aplican los tratamientos fitosanitarios;
- e) Datos complementarios de localización del solicitante (teléfonos, correo electrónico), y
- f) Copia del oficio de autorización vigente para el uso de la Marca donde conste el tipo de tratamiento fitosanitario que aplica.

7.3. Una vez entregada la solicitud y la documentación, la PROFEPA o el organismo de certificación, realizará una visita de verificación a la oficina e instalaciones donde se aplican las medidas fitosanitarias (tratamientos), notificándolo previamente al interesado por escrito, salvo pacto en contrario.

7.4. Durante la visita de verificación, la PROFEPA o el organismo de certificación, comprobará objetivamente lo siguiente:

- a) Que cuenta con la autorización vigente por parte de la Secretaría para aplicar alguna de las medidas fitosanitarias (tratamiento) establecidas en la presente Norma.
- b) Que al colocar la Marca en el embalaje tratado, se cumple con lo establecido en el numeral 4.2.2. de esta Norma.
- c) En caso de Tratamiento Térmico, deberán verificar que se cumple correctamente con lo señalado en el numeral 4.2.1.2. y que las instalaciones para aplicar el tratamiento cumplen con lo establecido en el numeral 6.2.2. de esta Norma.
- d) En caso de Tratamiento con Bromuro de Metilo, deberán verificar que se cumple correctamente con lo seña-

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lado en el numeral 4.2.1.3. y que las instalaciones para aplicar el tratamiento cumplen con lo establecido en el punto 6.2.3. de esta Norma.

e) Que ha enviado los resúmenes semestrales de los tratamientos aplicados en los términos establecidos en el numeral 6.2.6. de la Norma.

f) Que cuenta con un archivo de los documentos expedidos donde lleve un control del número de tratamientos realizados y que los documentos entregados cumplan con lo establecido en el numeral 6.2.6. de la Norma.

**7.5.** En caso de haber realizado alguna modificación a las instalaciones autorizadas para la aplicación de los tratamientos fitosanitarios o se haya cambiado de domicilio o haya solicitado un alta para una sucursal, deberá presentar copia del aviso presentado a la Secretaría realizado de conformidad al numeral 6.4. de la NOM.

**7.6.** La PROFEPA o el organismo de certificación emitirá el dictamen correspondiente a la solicitud para obtener el Certificado, basándose en la constatación ocular, la operación de la instalación autorizada conforme al PEC, así como la revisión de los archivos y corroboraciones documentales.

**7.6.1.** Cuando de la evaluación final se determine que la persona evaluada cumple con el total de los requisitos establecidos en este apartado, la PROFEPA o el organismo de certificación acreditado y aprobado le otorgará la certificación de "Empresa Certificada NOM-144", la cual tendrá una vigencia de cinco años y podrá ser renovada a solicitud del particular, cuantas ocasiones así lo necesite.

**7.6.2.** En caso que no se cumpla con algún requisito señalado, la PROFEPA o el organismo de certificación, deberá indicarlo en el dictamen final y podrá establecer un plazo máximo de 2 meses para que la persona evaluada subsane los mismos. En caso que no se presentara la corrección en el tiempo indicado se dará por terminado el proceso de certificación entendiéndose como negado el mismo.

**7.7.** Una vez certificada la persona, podrá agregar a la Marca que utilice un distintivo de acuerdo a lo establecido en el numeral 4.2.2.2. de la presente Norma.

**7.8.** La persona que obtenga el certificado tendrá derecho a utilizar, siempre que éste se encuentre vigente, la leyenda "Embalaje Certificado NOM-144" la cual se podrá usar en facturas, empaques y publicidad de la empresa certificada.

**7.9.** Los organismos de certificación deben entregar una copia de los certificados a la Dirección o Delegación de la Secretaría y a la Delegación de la PROFEPA, que correspondan, a más tardar 5 días hábiles contados a partir de su expedición.

**7.10.** Verificación anual de la certificación.

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**7.10.1** La PROFEPA o el organismo de certificación, que haya emitido la certificación, debe realizar una visita anual de verificación la cual será notificada a la persona que cuente con la certificación con 15 días naturales de anticipación, para verificar que continúa cumpliendo con lo establecido en la presente Norma y con el PEC.

**7.10.2** El resultado de dicha verificación debe ser remitido por parte de la PROFEPA o el organismo de certificación a la Secretaría en un plazo máximo de 10 días de efectuada la misma, indicando si existió una irregularidad de conformidad a lo establecido en el numeral 7.11. de la presente Norma o informando que continúa cumpliendo con lo establecido en la Norma.

## **7.11.** Suspensión y cancelación del certificado.

**7.11.1.** En caso de incumplimiento de algún requisito originalmente aprobado por parte de la PROFEPA o el orga-

nismo de certificación, se suspenderá la certificación otorgada y solicitará al interesado presente un Programa de Acciones para corregir las omisiones detectadas en un plazo máximo de 20 días hábiles a efecto de que la persona acreditada y aprobada otorgue su visto bueno del mismo en un plazo máximo de 10 días hábiles. Aprobado dicho Programa la persona verificada contará con un plazo máximo de 2 meses para dar cumplimiento a las acciones comprometidas.

**7.11.2.** Transcurrido dicho término la PROFEPA o el organismo de certificación realizará una verificación a la oficina e instalaciones donde se aplican los tratamientos fitosanitarios y deberá emitir un dictamen dentro de los siguientes 10 días hábiles, en el cual especifique si cumplió con el Programa, en caso de ser satisfactoria la evaluación, se confirmará el Certificado otorgado y podrá concluir con la vigencia faltante del mismo y se anulará la suspensión. En caso de ser negativa la respuesta, se cancelará el Certificado otorgado.

**7.11.3.** La PROFEPA o el organismo de certificación se allegará de la información necesaria para emitir su dictamen de suspensión o cancelación, en los términos establecidos por la Ley Federal sobre Metrología y Normalización y notificará por escrito al interesado los argumentos de su resolución. El interesado tendrá 10 días naturales para presentar sus argumentos con derecho a una prórroga por el mismo tiempo.

**7.11.4.** Cuando quede firme la cancelación de una certificación la PROFEPA o el organismo de certificación debe notificar a la Secretaría su decisión dentro de los siguientes cinco días hábiles, para que ésta realice las acciones administrativas correspondientes.

**7.11.5.** Cuando a una persona se le cancele por cualquier razón el certificado, no podrá iniciar una nueva certificación a sus instalaciones hasta pasado un año del dictamen formulado por la PROFEPA o el organismo de certificación.

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## 8. CONCORDANCIA CON NORMAS INTERNACIONALES

Esta Norma Oficial Mexicana coincide totalmente con la Norma Internacional para Medidas Fitosanitarias Revisión de la NIMF No. 15, "Reglamentación del embalaje de madera utilizado en el comercio internacional" (2009).

## 9. OBSERVANCIA DE LA NORMA

**9.1.** La vigilancia del cumplimiento de la presente Norma corresponde a la Secretaría, por conducto de la PROFEPA cuyo personal oficial debe realizar los trabajos de comprobación ocular, inspección y vigilancia que sean necesarios.

**9.2.** Las infracciones a la presente Norma se sancionan en los términos de la Ley General de Desarrollo Forestal Sustentable, su Reglamento y demás disposiciones legales aplicables.

## 10. BIBLIOGRAFÍA

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**10.2.** SEMARNAT-SFNA, 2005. Guía de Tecnología y Procedimientos para el Tratamiento Fitosanitario y Manejo de Embalaje de Madera Utilizado en el Comercio Internacional". México, D.F. 85 pp. [www.semarnat.gob.mx](http://www.semarnat.gob.mx).

**10.3.** SEMARNAT, 2004. Manual de Procedimientos para la Importación y Exportación de Vida Silvestre, Productos y Subproductos Forestales, y Materiales y Residuos Peligrosos, Sujetos a Regulación por parte de la Secretaría de Medio Ambiente y Recursos Naturales. DOF, 29 de enero de 2004 y sus reformas. México, D.F.

**10.4.** FAO-Secretaría de la Convención Internacional de Protección Fitosanitaria, 2002. Directrices para Reglamentar el Embalaje de Madera Utilizado en el Comercio Internacional. NIMF No. 15. Roma. 16 p.

**10.5.** FAO-Secretaría de la Convención Internacional de Protección Fitosanitaria, 2009. Reglamentación del Embalaje de Madera Utilizado en el Comercio Internacional, NIMF No. 15. Roma. 16 p.

**10.6.** FAO, 2009. Glosario de Términos Fitosanitarios. NIMF No. 5. Roma. 44-56 pp.

**10.7.** Sistema Internacional de Unidades de Medida.

# MEXICAN CUSTOMS INVOICE REQUIREMENTS

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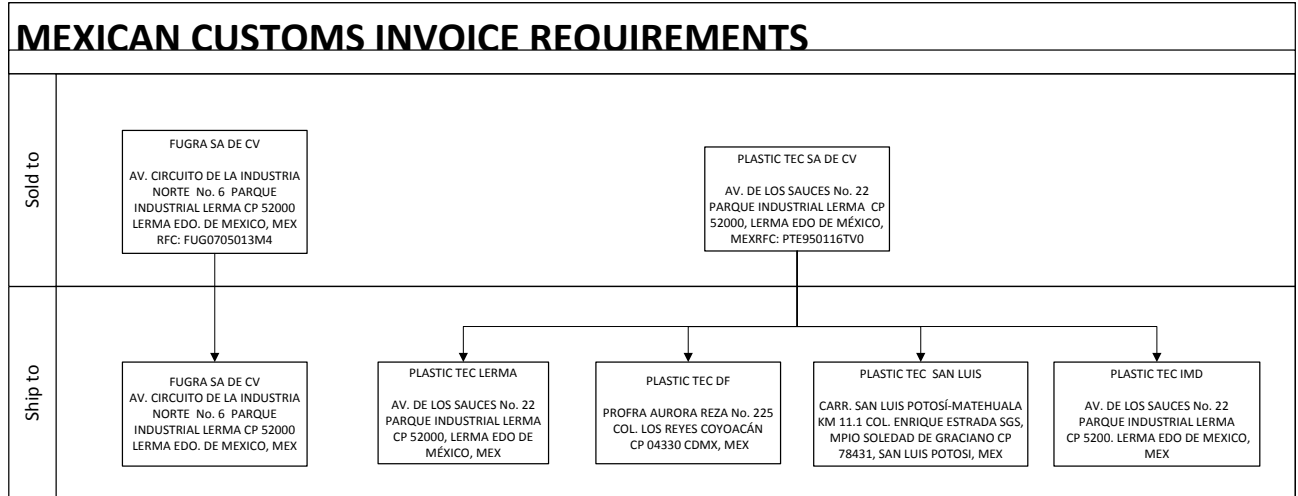
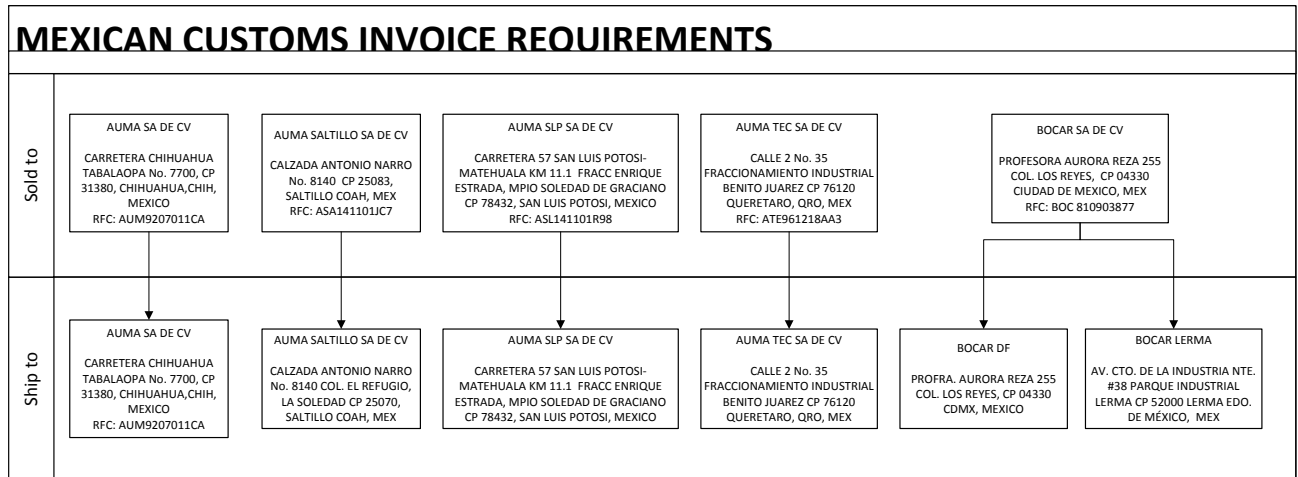
A commercial invoice must be submitted for all imports to Mexico valued at \$300 USD or greater. All shipments from foreign suppliers must comply with the following Invoice Requirements in order to clear customs. All this information is mandatory according to Mexican Customs Authority. Any corrections, erasures or altering notations, may cause the invoice to be returned to the vendor with a subsequent delay of the shipment. It is responsibility of the vendor to provide complete and accurate information on commercial invoices.

- 1. Invoice Number.** A unique number assigned by the exporter.
- 2. Shipper/Seller.** Complete name and address of the seller of the goods.
- 3. Ship To/Consignee.** Complete name and address of the party receiving the goods. *Should be exactly like the Purchase Order*
- 4. Sold To/Bill To.** Complete name and address of the importer *if different than Consignee.*
- 5. Date and place of expedition.**
- 6. TAX ID of the Seller and buyer party.**
- 7. Commercial description of the products.** A full and detailed commercial description of the goods [it is not acceptable to state just part numbers or codes, also this description must be able to be linked with the description stated on the Certificate of Origin].
- 8. Quantity.** *Number of pieces of each reference.*
- 9. Unit of Measure.** Unit of measure of each reference.
- 10. Unit Price.** *Unit price per unit described in quantify field.*
- 11. Extended Amount of Each Part Number.**
- 12. Total Invoice Value and Currency.** *Extended Total Commercial Value of the goods and the currency.*
- 13. Country of Origin of the Goods.**
- 14. Terms of Sale – INCOTERM** per contract or purchase order terms.
- 15. Customer Purchase Order Number.** Purchase Order, Sales Contract or Release Number.

*If the invoice belongs to a country within the EUFTA and it contains the Authorized Exporter's Declaration, then such invoice must be signed (handwritten) or the supplier shall send us a copy of the compromise letter turned in to its Customs Authority in which they take full responsibility in regards with the tariff preference granted to us.*

Below is a guide with all Bocar Group company names and addresses of each one to complete Sold To and Ship To fields of your invoices.

# MEXICAN CUSTOMS INVOICE REQUIREMENTS



# MEXICAN CUSTOMS INVOICE REQUIREMENTS

In addition to the basic invoice requirements indicated above, the customs invoices for all kind of machinery, special equipment, molds, toolings, assembly lines, etc., must include specific information that allow an easy identification during the import process in México, it's important that each supplier includes as obligatory the following details on the invoice:

Purchase Order Number  
 Brand Team  
 Model  
 Serial number  
 Year of Manufacture

The notification of all shipments should be made through ASN process and e-mail to the Traffic Department responsible and Buyer indicated on each purchase order, additionally e-mail notification of shipment must include the PDF file according to the following nomenclature, for example:

DOCUMENT TYPE	PDF NAME
Invoice	INVOICE
Packing List	PCKLIST
Certificate of Origin	ORGCERT
Bill of Lading	BL
Air Way Bill	AIRWYBL
Shipment photos *	SHIPPHOT
Photo ID	IDPHOTO

\* Shipment photos must show the physical condition of the equipment during the packaging process, also at the end of the packaging and loading maneuver into the container or transport being loaded, additionally ID plate should show the same data contained in the invoice for easy identification during the import process in Mexico. (See example of ID plate)

Supplier / Seller:	<input type="text"/>
Brand / Model:	<input type="text"/>
Serial Number:	<input type="text"/>
Description:	<input type="text"/>
Year of construction:	<input type="text"/>

Each supplier should use their own company logo printed on the ID label.

# INCOTERMS 2010

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The Incoterms rules or International Commercial terms are a series of pre-defined commercial terms published by the International Chamber of Commerce (ICC) widely used in international commercial transactions. A series of three-letter trade terms related to common sales practices, the Incoterms rules are intended primarily to clearly communicate the tasks, costs and risks associated with the transportation and delivery of goods. The Incoterms rules are accepted by governments, legal authorities and practitioners worldwide for the interpretation of most commonly used terms in international trade. They are intended to reduce or remove altogether uncertainties arising from different interpretation of the rules in different countries. First published in 1936, the Incoterms rules have been periodically updated, with the eighth version—Incoterms 2010—having been published on January 1, 2011. “Incoterms” is a registered trademark of the ICC.

## INCOTERMS AND THE EXPORTER

International Commercial Terms, known as “Incoterms”, are internationally accepted terms defining the responsibilities of exporters and importers in the arrangement of shipments and the transfer of liability involved at various stages of the transaction. Incoterms do not cover ownership or the transfer of title of goods. It is crucial to agree on an Incoterm at the start of a negotiation/ quotation of a sale, as it will affect the costs and responsibilities involved in shipping, insurance and tariffs. The new Incoterms 2010 rules were revised by the International Chamber of Commerce and will become effective January 1, 2011. Four terms were eliminated (DAF, DEQ, DES, DDU) and two were added: Delivered at Place (DAP) and Delivered at Terminal (DAT). The modifications affect obligations, risk transfer, and cost sharing for the seller and buyer, resulting in better clarification and application of the eleven (11) Incoterms, and consistent with the way global trade is actually conducted since the last update in 2000.

In any sales transaction, it is important for the seller and buyer to agree on the terms of sale and know precisely what is included in the sale price. Exporters should choose the Incoterm that works best for their company, but also be prepared to quote on other terms.

Inexperienced exporters may want to use the Incoterm “Ex Works” (EXW), because this term carries the least burden for them. Under EXW, an exporter’s responsibility ends at their facility’s loading dock, which includes making the goods available for pick up and providing any product information needed for filing the Electronic Export Information (EEI). The importer’s agent (i.e. their designated U.S. freight forwarder) will arrange and pay for the pre-carriage, shipping, insurance and any additional costs from the exporter’s door. A sale based on the Incoterm “CIF”, on the other hand, requires the exporter to arrange and pay for the pre-carriage, shipping, and insurance to a named port. In this case, the sale price (invoice) includes not only the (C)ost of goods, but also (I)nsurance and (F)reight costs that the importing buyer pays the exporting seller.



# INCOTERMS 2010

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When designating the Incoterm on a commercial invoice or a quotation to the buyer, the term should be followed by the city or port of load/discharge, such as "EXW Factory, Richmond, VA" or "CIF Rotterdam". Using the actual address is better to avoid any confusion or misinterpretation. Communication throughout the entire process is crucial. For example, under Ex Works, the shipper should notify the importer when the goods are ready and after they have been picked up by the importer's selected carrier. The exporter's freight forwarder often provides the vessel and sail date, or air cargo service used, and any ocean bill of lading or airway bill number to keep the parties informed of the arrangements and status of the shipment (even though technically under Ex Works the exporter's responsibility ends at their loading dock).

The most burdensome Incoterm for the exporter is Delivered Duty Paid (DDP), because all arrangements and costs are borne by the exporter, usually with the assistance of agents (freight forwarders and customs house brokers). With DDP, the exporter bears all risks and costs of transportation, including duties and tariffs, until the goods are received by the importer, usually at the importer's factory or warehouse. Since DDP represents the maximum obligation to the seller, it is not recommended for companies that are new-to-export.

## THE PREFERRED INCOTERMS FOR BOCAR GROUP ARE:

- FCA - Free Carrier
- DDP - Delivered Duty Paid
- DAP - Delivered at Place
- DAT - Delivered at Terminal
- FOB - Free On Board

The determination of the incoterms wills responsibility of the Bocar Group buyer and the supplier

## INCOTERM DEFINITIONS.

The 11 Incoterms consist of two groups and are listed below in order of increasing risk/liability to the exporter. Under the revised terms, buyers and sellers are being urged to contract precisely where delivery is made and what charges are covered. This should avoid double-billing of terminal handling charges at the port of discharge. References to "ship's rail" were taken out to clarify that delivery means "on-board" the vessel. Insurance, electronic documentation, and supply chain security are addressed in more detail, and gender-neutral language is now used.

Rules for Sea and Inland Waterway Transport:

FAS - Free Alongside Ship: Risk passes to buyer, including payment of all transportation and insurance costs, once delivered alongside the ship (realistically at named port terminal) by the seller. The export clearance obligation rests with the seller.

# INCOTERMS 2010

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**FOB** - Free On Board: Risk passes to buyer, including payment of all transportation and insurance costs, once delivered on board the ship by the seller. A step further than FAS.

**CFR** - Cost and Freight: Seller delivers goods and risk passes to buyer when on board the vessel. Seller arranges and pays cost and freight to the named destination port. A step further than FOB.

**CIF** - Cost, Insurance and Freight: Risk passes to buyer when delivered on board the ship. Seller arranges and pays cost, freight and insurance to destination port. Adds insurance costs to CFR.

Rules for Any Mode or Modes of Transportation:

**EXW** - Ex Works: Seller delivers (without loading) the goods at disposal of buyer at seller's premises. Long held as the most preferable term for those new-to-exports because it represents the minimum liability to the seller. On these routed transactions, the buyer has limited obligation to provide export information to the seller.

**FCA** - Free Carrier: Seller delivers the goods to the carrier and may be responsible for clearing the goods for export (filing the EEI). More realistic than EXW because it includes loading at pick-up, which is commonly expected, and sellers are more concerned about export violations.

**CPT** - Carriage Paid To: Seller delivers goods to the carrier at an agreed place, shifting risk to the buyer, but seller must pay cost of carriage to the named place of destination.

**CIP** - Carriage and Insurance Paid To: Seller delivers goods to the carrier at an agreed place, shifting risk to the buyer, but seller pays carriage and insurance to the named place of destination.

**DAT** - Delivered at Terminal: Seller bears cost, risk and responsibility until goods are unloaded (delivered) at named quay, warehouse, yard, or terminal at destination. Demurrage or detention charges may apply to seller. Seller clears goods for export, not import. DAT replaces DEQ, DES.

**DAP** - Delivered at Place: Seller bears cost, risk and responsibility for goods until made available to buyer at named place of destination. Seller clears goods for export, not import. DAP replaces DAF, DDU.

**DDP** - Delivered Duty Paid: Seller bears cost, risk and responsibility for cleared goods at named place of destination at buyers disposal. Buyer is responsible for unloading. Seller is responsible for import clearance, duties and taxes so buyer is not "importer of record".

## INCOTERMS DO NOT...

- Determine ownership or transfer title to the goods, nor evoke payment terms.
- Apply to service contracts, nor define contractual rights or obligations (except for delivery) or breach of contract remedies.
- Protect parties from their own risk or loss, nor cover the goods before or after delivery.

# INCOTERMS 2010

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- Specify details of the transfer, transport, and delivery of the goods. Container loading is NOT considered packaging, and must be addressed in the sales contract.
- Remember, Incoterms are not law and there is NO default Incoterm!

# INCOTERMS 2010

DESCRIPTION	MODES OF TRANSPORT						FREIGHT/RISK	MORE DETAILS
	Sea and inland waterways	All modes of transport	INSURANCE	RISK	COSTS	Sea and inland waterways		
<b>EXW</b> Ex Works	Seller	Seller	Seller	Buyer	Buyer	Buyer	<b>Freight:</b> Seller's premises. <b>Risk:</b> Seller's premises.	Seller is only responsible for making the goods available at the seller's premises. The buyer bears the full risk from there to the destination.
<b>FCA</b> Free Carrier	Seller	Seller	Seller	Buyer	Buyer	Buyer	<b>Freight:</b> Freight handler. <b>Risk:</b> freight handler.	Seller is responsible for delivery to the custody of the carrier, which is provided by the buyer. Risk is transferred as soon as loading has taken place.
<b>CPT</b> Carriage Paid to	Seller	Seller	Seller	Buyer	Buyer	Buyer	<b>Freight:</b> Destination. <b>Risk:</b> First freight handler.	Seller delivers the goods to the carrier at an agreed place of delivery and pays for transport to the named destination. Risk is transferred at the place of delivery, whereas seller pays for transport to the destination.
<b>CIP</b> Carriage and Insurance Paid to	Seller	Seller	Seller	Buyer	Buyer	Buyer	<b>Freight:</b> Destination. <b>Risk:</b> First freight handler.	Seller delivers the goods to the carrier at an agreed place of delivery and pays for transport and insurance to the named destination. Risk is transferred at the place of delivery, whereas seller pays for transport and insurance to the destination.
<b>DAT</b> Delivered at Terminal	Seller	Seller	Seller	Buyer	Buyer	Buyer	<b>Freight:</b> Destination. <b>Risk:</b> Destination.	Seller delivers the goods unloaded at a specified place inside the agreed terminal. Risk is transferred as soon as the goods have been unloaded.
<b>DAP</b> Delivered at Place	Seller	Seller	Seller	Buyer	Buyer	Buyer	<b>Freight:</b> Place of destination. <b>Risk:</b> Arriving means of transport at destination.	Seller delivers the goods to the disposal of the buyer on the arriving means of transport at the agreed place. Seller assumes the risk until the goods are made ready for unloading from the arriving means of transport.
<b>DDP</b> Delivered Duty Paid	Seller	Seller	Seller	Buyer	Buyer	Buyer	<b>Freight:</b> Destination. <b>Risk:</b> Destination.	Seller is responsible for bringing the goods to the destination, paying any duty and making the goods available to the buyer. Risk is transferred as soon as the buyer has access to the goods ready for unloading at the agreed destination.
<b>FAS</b> Free Alongside Ship	Seller	Seller	Seller	Buyer	Buyer	Buyer	<b>Freight:</b> Shipside in port of departure. <b>Risk:</b> Shipside in port of departure.	Seller is responsible for delivery of the goods at the quay alongside the ship. From this point onwards, risk lies with the buyer.
<b>FOB</b> Free on Board	Seller	Seller	Seller	Buyer	Buyer	Buyer	<b>Freight:</b> On board ship. <b>Risk:</b> On board ship.	Seller is responsible for delivery of the goods loaded on board the ship. Risk is transferred as soon as the goods have been set down inside the ship.
<b>CFR</b> Cost and Freight	Seller	Seller	Seller	Buyer	Buyer	Buyer	<b>Freight:</b> Port of destination. <b>Risk:</b> On board ship.	Seller covers cost of freight, duty unpaid, to the named port of destination. Risk is transferred as soon as the goods have been set down inside the ship.
<b>CIF</b> Cost, insurance and freight	Seller	Seller	Seller	Buyer	Buyer	Buyer	<b>Freight:</b> Port of destination. <b>Risk:</b> Port of destination.	Seller covers cost of insurance and freight, duty unpaid, to the named port of destination. Risk is transferred as soon as the goods have been set down inside the ship.

# FREE TRADE AGREEMENTS

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## North American Free Trade Agreement (NAFTA)

All Bocar Group Companies claim duty-free treatment under NAFTA for qualifying goods traded among the United States, Canada and Mexico. To do so, we require from our Vendors a complete valid and signed NAFTA Certificate of Origin. As an on-going process, each Vendor will receive an annual request during October so all NAFTA documentation is provided to each Company before January 1st of the next year. On each request you will receive the correspondent certificate with instructions for its fulfillment.

If you are shipping for the first time, please download the certificate attached to this document and/or download it from the US Customs and Border Protection website:

<http://www.cbp.gov/xp/cgov/home.xml>

[http://forms.cbp.gov/pdf/CBP\\_Form\\_434.pdf](http://forms.cbp.gov/pdf/CBP_Form_434.pdf)

It is mandatory that you run the correct qualification process so you have certainty that your products qualify as originating for NAFTA. The fact that the product is manufactured within Canada, the United States and/or Mexico is not sufficient proof that your product is subject to preferential treatment. Each product must meet the Specific Rules of Origin established in Annex 401 of the NAFTA.

# FREE TRADE AGREEMENTS

Common certificate discrepancies:

Field	Discrepancy
1	Country is not included. Please indicate Canada, USA or Mexico
2	A certificate may be valid up to one year only From: 01/01/2013 To 12/31/2013 or, From: 01/01/2013 To 03/31/2013 or, From: 04/01/2013 To 05/31/2013
3	If you are the producer and in Field 8 you declare "YES", please just type "SAME"; if you are not the producer, please type "AVAILABLE TO CBP UPON REQUEST"; if you do not know who the producer is, please type "UNKNOWN"
4	Please indicate full name and address of each company your providing this certificate to, including MX Tax ID number specified above.
5	Invoice and certificate descriptions of your products must be identical, including part numbers. Declaring only part numbers is not accepted.
6	All HT5 codes of your products must be typed to a 6 digit level unless otherwise specified in the Specific Rules of Drigin established in <a href="#">Annex 401</a> of the NAFTA.
7	<p>Mostly, your products will be Criteria "B" or "C", according to the next list:</p> <p>A) It is generally reserved for basic products such as those harvested, mined, or fished in the NAFTA territory.</p> <p>B) Even if your good contains non NAFTA materials, it can qualify as B if the materials satisfy the Rules of Origin, Preference Criterion B is used when the good being certified is produced using materials that the producer/exporter is unable to prove qualify as originating goods in their own right.</p> <p>C) Preference Criterion C is used when the producer/exporter is able to document that the finished good is produced entirely in the NAFTA territory using only materials that would qualify in their own right. The producer/exporter should have documented proof that every raw material and component is a NAFTA good.</p> <p>D) In a very few cases a good that has not undergone the required tariff transformation can still qualify for preferential NAFTA treatment if a regional value content requirement is met.</p> <p>E) This criterion applies to certain automatic data processing goods and their parts, specified in Annex 308.1.</p> <p>F) Preference Criterion F concerns specific agricultural goods that are exported from the U.S. into Mexico.</p> <p>For further information, please visit: <a href="http://export.gov/logistics/eg_main_018132.asg">http://export.gov/logistics/eg_main_018132.asg</a></p>

# FREE TRADE AGREEMENTS

8	<p>If you are the producer please type "YES", if not please type "NO" followed by (1), (2) or (3), according to:</p> <p>1- your knowledge of whether the good qualifies as an originating good.</p> <p>2- your reliance on the producer's written representation (other than a Certificate of Origin) that the good qualifies as an originating good.</p> <p>3- a completed and signed Certificate for the good, voluntarily provided to the exporter by the producer.</p>
9	Indicate "NC" if the RVC (Regional Value Content) is calculated according to the net cost method; otherwise indicate "NO".
10	<p>Depending on the origin of your product, please indicate "CA", "US" or "MX".</p> <p>Do not type USA, Canada or Mexico.</p>
11a	Signature must be handwritten.
11b	Full name of Vendor or issuing company.
11c	Full name.
11d	Indicate your title (Vice President, Sales, Shipping, etc.)
11e	Full date <b>when signed</b> (DD/MM/YYYY)
11f	Full phone and fax numbers including area codes

Upon completion of your certificate, please e-mail us a copy to the contacts detailed above so we can validate it and then proceed to sign. In order to close the certificate request, please mail by courier or postal service the original certificate. It is mandatory that you maintain a copy within your records for future reference or if requested by either US, Canadian or Mexican authorities.

# FREE TRADE AGREEMENTS

## NAFTA CERTIFICATE

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

OMB No. 1651-0068  
Exp. 10-31-2016

### NORTH AMERICAN FREE TRADE AGREEMENT CERTIFICATE OF ORIGIN

19 CFR 181.11, 181.22

1. EXPORTER NAME, ADDRESS AND EMAIL RING SCREW LLC 4160 E. BALDWIN RD HOLLY, MI 48442 USA tbailey@acument.com TAX IDENTIFICATION NUMBER: 20-5110172		2. BLANKET PERIOD FROM (mm/dd/yyyy) 01/01/2017 TO (mm/dd/yyyy) 12/31/2017	
3. PRODUCER NAME, ADDRESS AND EMAIL AVAILABLE TO CUSTOMS UPON REQUEST  TAX IDENTIFICATION NUMBER:		4. IMPORTER NAME, ADDRESS AND EMAIL VARIOUS  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
1000918- BLT HEX FLANGE M6- 1.0 X 20MM	7318.15	B	YES	NO	US
1000924- M6- 1.0 X 20 FLANGE HEX HEAD	7318.15	B	YES	NO	US

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 RING SCREW LLC	
11c. NAME TIM BAILEY		11d. TITLE NAFTA COORDINATOR	
11e. DATE (mm/dd/yyyy) 01/04/2017	11f. TELEPHONE NUMBERS (Voice) (810) 953-4581 (Facsimile) (810) 603-1636	11g. EMAIL TBAILEY@ACUMENT.COM	

CBP Form 434 (11/14)



# FREE TRADE AGREEMENTS

## European Union Free Trade Agreement (EUFTA)

All Bocar Group Companies claim duty-free treatment under EUFTA for qualifying goods traded among the European Union (EU members shown below) and Mexico. To do so, we require from our Vendors a complete valid EUR.1 Movement Certificate or, preferably, a declaration included in all invoices clearly indicating which goods are of preferential origin and which are not.



# FREE TRADE AGREEMENTS

## EUR.1 Movement Certificate

Vendor must submit before the Customs Authorities on the export country the application to obtain this certificate. Application and EUR.1 templates are:

### APPLICATION FOR A MOVEMENT CERTIFICATE

1. Exporter (Name, full address, country)	EUR.1 <span style="float: right;">No A 000.000</span>	
	See notes overleaf before completing this form	
3. Consignee (Name, full address, country) (Optional)	2. Application for a certificate to be used in preferential trade between	
	----- and -----	
	(Insert appropriate countries or groups of countries or territories)	
	4. Country, group of countries or territories in which the products are considered as originating	5. Country, group of countries or territories of destination
6. Transport details (Optional)	7. Remarks	
8. Item number, Marks and numbers; Number and kind packages. Description of goods	9. Gross mass (kg) or other measure (litres, m3, etc.)	10. Invoices (Optional)

61 If goods are not packed, indicate number of articles or state << in bulk >> as appropriate.

EU/CENTR-AM/Annex II/en 317

# FREE TRADE AGREEMENTS

## MOVEMENT CERTIFICATE

1. Exporter (Name, full address, country)	EUR.1 <span style="float: right;">No A 000.000</span>			
	See notes overleaf before completing this form			
3. Consignee (Name, full address, country) (Optional)	2. Application for a certificate to be used in preferential trade between ----- and ----- (Insert appropriate countries or groups of countries or territories)			
	4. Country, group of countries or territories in which the products are considered as originating	5. Country, group of countries or territories of destination		
	7. Remarks			
6. Transport details (Optional)				
8. Item number, Marks and numbers; Number and kind packages. Description of goods	9. Gross mass (kg) or other measure (litres, m3, etc.)	10. Invoices (Optional)		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>11. COMPETENT PUBLIC OR CUSTOMS AUTHORITY ENDORSEMENT</b>             Declaration certified            Export document            Form ----- No. -----            Of -----            Competent public authority or custom office -----              Issuing country or territory ----- Stamp            -----            Place and date -----            -----            (Signature) -----         </td> <td style="width: 50%; vertical-align: top;"> <b>12. DECLARATION BY THE EXPORTER</b>             I, the undersigned, declare that the goods described above meet the conditions required for the issue of this certificate.             Please and date -----             -----            (Signature)         </td> </tr> </table>			<b>11. COMPETENT PUBLIC OR CUSTOMS AUTHORITY ENDORSEMENT</b>  Declaration certified Export document Form ----- No. ----- Of ----- Competent public authority or custom office -----   Issuing country or territory ----- Stamp ----- Place and date ----- ----- (Signature) -----	<b>12. DECLARATION BY THE EXPORTER</b>  I, the undersigned, declare that the goods described above meet the conditions required for the issue of this certificate.  Please and date -----  ----- (Signature)
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59 If goods are not packed, indicate number of articles or state << in bulk >> as appropriate.

60 Complete only where the regulations of the exporting country or territory require.

# FREE TRADE AGREEMENTS

<p>13. REQUEST FOR VERIFICATION, to</p>	<p>14. RESULT OF VERIFICATION</p>
<p>Verification of the authenticity and accuracy of this certificate is requested.</p> <p>-----</p> <p style="text-align: center;">Place and date)</p> <p style="text-align: center;">Stamp</p> <p>-----</p> <p style="text-align: center;">(Signature)</p>	<p>Verification carried out shows that this certificate</p> <p><input type="checkbox"/> was issued by the competent public authority or customs office indicated and that the information contained therein is accurate.</p> <p><input type="checkbox"/> does not meet the requirements as to authenticity and accuracy (see remarks appended).</p> <p>-----</p> <p style="text-align: center;">(Place and date)</p> <p style="text-align: center;">Stamp</p> <p>-----</p> <p style="text-align: center;">(Signature)</p> <p>(1) Insert X in the appropriate book.</p>

# FREE TRADE AGREEMENTS

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## Invoice declaration:

Each EU vendor may apply before the Customs Authorities on the export country to obtain an Authorized Exporter number so, instead of the EUR.1 Movement Certificate they can issue commercial invoices with a specific declaration so your products may be subject to preferential treatment. The texts are listed below as set out in Annex III, Appendix IV of the EU-Mexico Free Trade Agreement:

## Appendix IV

### INVOICE DECLARATION

The invoice declaration, the text of which is set out below, must be drawn up in accordance with the respective footnotes. The footnotes do not have to be reproduced.

#### Spanish version

El exportador de los productos incluidos en el presente documento [autorización aduanera o de la autoridad gubernamental competente no .(1)] declara que, salvo indicación en sentido contrario, estos productos gozan de un origen preferencial .(2).

#### Danish version

Eksportøren af varer, der er omfattet af nærværende dokument [toldmyndighedernes eller den kompetente offentlige myndigheds tilladelse nr. . (1)] erklærer, at varerne, medmindre andet tydeligt er angivet, har præferenceoprindelse I. (2).

#### German version

Der Ausführer [Ermächtigter Ausführer; Bewilligung der Zollbehörde oder der zuständigen Regierungsbehörde Nr. . (1)] der Waren, auf die sich dieses Handelspapier bezieht, erklärt, dass diese Waren, soweit nichts anderes angegeben, präferenzbegünstigte Ursprungswaren . (2) sind.

#### Greek version

Ο ενάχων Ύαγ σμ πποούμσμο ποτ ιακύπσμοσαι απύ σο παqύμ Ύccqauo [Ύδεια σεκxμεβσοτ ρ σgy ιαήύkgm aqlüdiay aqvPy, τρ' aqih. . (1)] dgkρmei üsi, ejsüy eÜm dgkρmesai rauPy Ükkxy, sa πποούμσα atsÜ eβmai πqosilgriajPy jasacxPy . (2).

#### French version

L'exportateur des produits couverts par le présent document [autorisation douanière ou de l'autorité gouverne-

# FREE TRADE AGREEMENTS

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mentale compétente no . (1)] déclare que, sauf indication claire du contraire, ces produits ont l'origine préférentielle . (2).

## English version

The exporter of the products covered by this document [customs or competent governmental authorisation No . (1)] declares that, except where otherwise clearly indicated, these products are of . preferential origin (2).

## Italian version

L'esportatore delle merci contemplate nel presente documento [autorizzazione doganale o dell'autorità governativa competente n. . (1)] dichiara che, salvo indicazione contraria, le merci sono di origine preferenziale .(2).

## Dutch version

De exporteur van de goederen waarop dit document van toepassing is [douanevergunning of vergunning van de competente overheidsinstantie nr. . (1)] verklaart dat, behoudens uitdrukkelijke andersluidende vermelding, deze goederen van preferentiële . oorsprong zijn (2).

## Portuguese version

O abaixo assinado, exportador dos produtos cobertos pelo presente documento [autorização aduaneira ou da autoridade governamental competente no (1)] declara que, salvo expressamente indicado em contrário, estes produtos são de origem preferencial (2).

## Finnish version

Tässä asiakirjassa mainittujen tuotteiden viejä [tullin tai toimivaltaisen julkisen viranomaisen lupa nro (1)] ilmoittaa, että nämä tuotteet ovat, ellei toisin ole selvästi merkitty, etuuskohteluun oikeutettuja ... alkuperätuotteita (2)].

## Swedish version

Exportören av de varor som omfattas av detta dokument [tullmyndighetens tillstånd eller behörig statlig myndighet nr (1)] försäkrar att dessa varor, om inte annat tydligt markerats, har förmånsberättigande ... ursprung(2).

..... (3)  
(Place and date)

..... (4)  
(Signature of the exporter; in addition the name of the person signing the declaration has to be indicated in clear script)

# FREE TRADE AGREEMENTS

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(1) When the invoice declaration is made out by an approved exporter within the meaning of Article 21 of Annex III, the authorization number of the approved exporter must be entered in this space. When the invoice declaration is not made out by an approved exporter, the words in brackets shall be omitted or the space left blank.

(2) Origin of products to be indicated. When the invoice declaration relates in whole or in part, to products originating in Ceuta and Melilla within the meaning of Article 37 of Annex III, the exporter must clearly indicate them in the document on which the declaration is made out by means of the symbol "CM".

(3) These indications may be omitted if the information is contained on the document itself.

(4) See Article 20(5) of Annex III. In cases where the exporter is not required to sign, the exemption of signature also implies the exemption of the name of the signatory.

European Free Trade Association (EFTA)

All Bocar Group Companies may claim duty-free treatment under this agreement for qualifying goods traded among the European Free Trade Association (EFTA members shown below) and Mexico. To do so, we require from our Vendors a complete valid EUR.1 Movement Certificate or, preferably, a declaration included in all invoices clearly indicating which goods are of preferential origin and which are not.

EFTA members as of December 2012:



Republic of Iceland



Principality of Liechtenstein



Kingdom of Norway



Swiss Confederation

# FREE TRADE AGREEMENTS

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## EFTA goods shipped from outside the region

If your products qualify for EFTA preferential treatment in but you ship them from outside this region (e.g. Germany) then you must export as In-Bond in order to not lose the preferential treatment. Please contact us at any time for more details about these operations.

## EUR.1 Movement Certificate

Vendor must submit before the Customs Authorities on the export country the application to obtain this certificate. Application and EUR.1 templates are:



# FREE TRADE AGREEMENTS

## MOVEMENT CERTIFICATE

1. Exporter (Name, full address, country)	EUR.1 <span style="float: right;">No A 000.000</span>			
	See notes overleaf before completing this form			
3. Consignee (Name, full address, country) (Optional)	2. Application for a certificate to be used in preferential trade between ----- and ----- (Insert appropriate countries or groups of countries or territories)			
	4. Country, group of countries or territories in which the products are considered as originating	5. Country, group of countries or territories of destination		
	7. Remarks			
6. Transport details (Optional)				
8. Item number, Marks and numbers; Number and kind packages. Description of goods	9. Gross mass (kg) or other measure (litres, m3, etc.)	10. Invoices (Optional)		
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59 If goods are not packed, indicate number of articles or state << in bulk >> as appropriate.

60 Complete only where the regulations of the exporting country or territory require.

# FREE TRADE AGREEMENTS

<p>13. REQUEST FOR VERIFICATION, to</p>	<p>14. RESULT OF VERIFICATION</p>
<p>Verification of the authenticity and accuracy of this certificate is requested.</p> <p>-----</p> <p style="text-align: center;">Place and date)</p> <p style="text-align: center;">Stamp</p> <p>-----</p> <p style="text-align: center;">(Signature)</p>	<p>Verification carried out shows that this certificate</p> <p><input type="checkbox"/> was issued by the competent public authority or customs office indicated and that the information contained therein is accurate.</p> <p><input type="checkbox"/> does not meet the requirements as to authenticity and accuracy (see remarks appended).</p> <p>-----</p> <p style="text-align: center;">(Place and date)</p> <p style="text-align: center;">Stamp</p> <p>-----</p> <p style="text-align: center;">(Signature)</p> <p>(1) Insert X in the appropriate book.</p>

# FREE TRADE AGREEMENTS

## APPLICATION FOR A MOVEMENT CERTIFICATE

1. Exporter (Name, full address, country)	EUR.1 <span style="float: right;">No A 000.000</span>	
	See notes overleaf before completing this form	
3. Consignee (Name, full address, country) (Optional)	2. Application for a certificate to be used in preferential trade between ----- and ----- (Insert appropriate countries or groups of countries or territories)	
	4. Country, group of countries or territories in which the products are considered as originating	5. Country, group of countries or territories of destination
6. Transport details (Optional)	7. Remarks	
8. Item number, Marks and numbers; Number and kind packages. Description of goods	9. Gross mass (kg) or other measure (litres, m3, etc.)	10. Invoices (Optional)

61 If goods are not packed, indicate number of articles or state << in bulk >> as appropriate.

EU/CENTR-AM/Annex II/en 317

### Invoice declaration:

Each EFTA vendor may apply before the Customs Authorities on the export country to obtain an Authorized Exporter number so, instead of the EUR.1 Movement Certificate they can issue commercial invoices with a specific declaration so your products may be subject to preferential treatment. The texts are listed below as set out in Annex III, Appendix IV of the EU-Mexico Free Trade Agreement:

# FREE TRADE AGREEMENTS

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## Appendix IV

### INVOICE DECLARATION

The invoice declaration, the text of which is set out below, must be drawn up in accordance with the respective footnotes. The footnotes do not have to be reproduced.

#### English version

The exporter of the products covered by this document [customs or competent governmental authorisation No . (1)] declares that, except where otherwise clearly indicated, these products are of . preferential origin (2).

#### French version

L'exportateur des produits couverts par le présent document [autorisation douanière ou de l'autorité gouvernementale compétente no . (1)] déclare que, sauf indication claire du contraire, ces produits ont l'origine préférentielle . (2).

#### German version

Der Ausführer [Ermächtigter Ausführer; Bewilligung der Zollbehörde oder der zuständigen Regierungsbehörde Nr. . (1)] der Waren, auf die sich dieses Handelspapier bezieht, erklärt, dass diese Waren, soweit nichts anderes angegeben, präferenzbegünstigte Ursprungswaren . (2) sind.

#### Icelandic version

Útflytjandi framleiðsluvara sem skjal þetta tekur til (leyfi hæfra tollýfirvalda nr. ... (1)), lýsir því yfir að vörurnar séu, ef annars er ekki greinilega getið, af ... (2) fríðindauppruna.

#### Italian version

L'esportatore delle merci contemplate nel presente documento [autorizzazione doganale o dell'autorità governativa competente n. . (1)] dichiara che, salvo indicazione contraria, le merci sono di origine preferenziale . (2).

(1) When the invoice declaration is drawn up by an approved exporter within the meaning of Article 22 of Annex I , the authorisation number of the approved exporter must be entered in this space.

# FREE TRADE AGREEMENTS

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When the invoice declaration is not made out by an approved exporter, the words in brackets shall be omitted or the space left blank.

(2) Origin of products to be indicated (ISO-Alpha-2 code is permitted). Reference may be made to a specific column of the invoice in which the country of origin of each product is entered.

## Norwegian version

Eksportøren av produktene omfattet av dette dokument (tollmyndighetenes eller kompetent offentlig myndighets autorisasjonsnr. ... (1)) erklærer at disse produktene, unntatt hvor annet er tydelig angitt, har ... (2) preferanseopprinnelse.

## Spanish version

El exportador de los productos incluidos en el presente documento (autorización aduanera o de la autoridad gubernamental competente n° ...(1)) declara que, salvo indicación en sentido contrario, estos productos gozan de un origen preferencial ...(2)

.....(3)

(Place and date)

.....(4)

(Signature of the exporter; in addition the name of the person signing the declaration has to be indicated in clear script)

(1) When the invoice declaration is drawn up by an approved exporter within the meaning of Article 22 of Annex I the authorisation number of the approved exporter must be entered in this space. When the invoice declaration is not made out by an approved exporter, the words in brackets shall be omitted or the space left blank.

(2) Origin of products to be indicated (ISO-Alpha-2 code is permitted). Reference may be made to a specific column of the invoice in which the country of origin of each product is entered.

(3) These indications may be omitted if the information is contained on the document itself.

(4) See Article 21 (5) of Annex I. In cases where the exporter is not required to sign, the exemption of signature also implies the exemption of the name of the signatory.

# FREE TRADE AGREEMENTS

## Harmonized System

All products and materials to be imported into Mexico require to be classified under the Harmonized System developed by the WCO (World Customs Organization) so all duties, taxes and any other import requirement and/or permit are determined properly.

If you need to look for the correct HS Code of your product, please visit <http://hts.usitc.gov/>

The Harmonized System is conformed by 22 Sections so you can easily identify the HS group of your products:

SECTION I: LIVE ANIMALS; ANIMAL PRODUCTS	
Chapter 1	Live animals
Chapter 2	Meat and edible meat offal
Chapter 3	Fish and crustaceans, mollusks and other aquatic invertebrates
Chapter 4	Dairy produce; birds eggs; natural honey; edible products of animal origin, not elsewhere specified or included
Chapter 5	Products of animal origin, not elsewhere specified or included
SECTION II: VEGETABLE PRODUCTS	
Chapter 6	Live trees and other plants; bulbs, roots and the like; cut flowers and ornamental foliage
Chapter 7	Edible vegetables and certain roots and tubers
Chapter 8	Edible fruit and nuts; peel of citrus fruit or melons
Chapter 9	Coffee, tea, maté and spices
Chapter 10	Cereals
Chapter 11	Products of the milling industry; malt; starches; inulin; wheat gluten
Chapter 12	Oil seeds and oleaginous fruits; miscellaneous grains, seeds and fruits; industrial or medicinal plants; straw and fodder
Chapter 13	Lac; gums, resins and other vegetable saps and extracts
Chapter 14	Vegetable plaiting materials; vegetable products not elsewhere specified or included

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SECTION III: ANIMAL OR VEGETABLE FATS AND OILS AND THEIR CLEAVAGE PRODUCTS	
PREPARED EDIBLE FATS; ANIMAL OR VEGETABLE WAXES	
Chapter 15	Animal or vegetable fats and oils and their cleavage products prepared edible fats; animal or vegetable waxes
SECTION IV: PREPARED FOODSTUFFS; BEVERAGES, SPIRITS, AND VINEGAR; TOBACCO AND MANUFACTURED TOBACCO SUBSTITUTES	
Chapter 16	Preparations of meat, of fish or of crustaceans, mollusks or other aquatic invertebrates
Chapter 17	Sugars and sugar confectionery
Chapter 18	Cocoa and cocoa preparations
Chapter 19	Preparations of cereals, flour, starch or milk; bakers' wares
Chapter 20	Preparations of vegetables, fruit, nuts or other parts of plants
Chapter 21	Miscellaneous edible preparations
Chapter 22	Beverages, spirits and vinegar
Chapter 23	Residues and waste from the food industries; prepared animal feed
Chapter 24	Tobacco and manufactured tobacco substitutes
SECTION V: MINERAL PRODUCTS	
Chapter 25	Salt; sulfur; earths and stone; plastering materials, lime and cement
Chapter 26	Ores, slag and ash
Chapter 27	Mineral fuels, mineral oils and products of their distillation; bituminous substances; mineral waxes

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SECTION VI: PRODUCTS OF THE CHEMICAL OR ALLIED INDUSTRIES	
Chapter 28	Inorganic chemicals; organic or inorganic compounds of precious metals, of rare-earth metals, of radioactive elements or of isotopes
Chapter 29	Organic chemicals
Chapter 30	Pharmaceutical products
Chapter 31	Fertilizers
Chapter 32	Tanning or dyeing extracts; dyes, pigments, paints, varnishes, putty and mastics
Chapter 33	Essential oils and resinoids; perfumery, cosmetic or toilet preparations
Chapter 34	Soap, organic surface-active agents, washing preparations, lubricating preparations, artificial waxes, prepared waxes, polishing or scouring preparations, candles and similar articles, modeling pastes, "dental waxes" and dental preparations with a basis of plaster
Chapter 35	Albuminoidal substances; modified starches; glues; enzymes
Chapter 36	Explosives; pyrotechnic products; matches; pyrophoric alloys; certain combustible preparations
Chapter 37	Photographic or cinematographic goods
Chapter 38	Miscellaneous chemical products



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<b>SECTION VII: PLASTICS AND ARTICLES THEREOF; RUBBER AND ARTICLES THEREOF</b>	
Chapter 39	Plastics and articles thereof
Chapter 40	Rubber and articles thereof
<b>SECTION VIII: RAW HIDES AND SKINS, LEATHER, FURSKINS AND ARTICLES THEREOF; SADDLERY AND HARNESS; TRAVEL GOODS, HANDBAGS AND SIMILAR CONTAINERS; ARTICLES OF ANIMAL GUT (OTHER THAN SILKWORM GUT)</b>	
Chapter 41	Raw hides and skins (other than fur skins) and leather
Chapter 42	Articles of leather; saddlery and harness; travel goods, handbags and similar containers; articles of animal gut (other than silkworm gut)
Chapter 43	Fur skins and artificial fur; manufactures thereof
<b>SECTION IX: WOOD AND ARTICLES OF WOOD; WOOD CHARCOAL; CORK AND ARTICLES OF CORK; MANUFACTURERS OF STRAW, OF ESPARTO OR OF OTHER PLAITING MATERIALS; BASKETWARE AND WICKERWORK</b>	
Chapter 44	Wood and articles of wood; wood charcoal
Chapter 45	Cork and articles of cork
Chapter 46	Manufactures of straw, of esparto or of other plaiting materials; basketware and wickerwork

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SECTION X: PULP OF WOOD OR OF OTHER FIBROUS CELLULOSIC MATERIAL; WASTE AND SCRAP OF PAPER OR PAPERBOARD; PAPER AND PAPERBOARD AND ARTICLES THEREOF	
Chapter 47	Pulp of wood or of other fibrous cellulosic material; waste and scrap of paper or paperboard
Chapter 48	Paper and paperboard; articles of paper pulp, of paper or of paperboard
Chapter 49	Printed books, newspapers, pictures and other products of the printing industry; manuscripts, typescripts and plans
SECTION XI: TEXTILE AND TEXTILE ARTICLES	
Chapter 50	Silk
Chapter 51	Wool, fine or coarse animal hair; horsehair yarn and woven fabric
Chapter 52	Cotton
Chapter 53	Other vegetable textile fibers; paper yarn and woven fabric of paper yarn
Chapter 54	Man-made filaments
Chapter 55	Man-made staple fibers
Chapter 56	Wadding, felt and nonwovens; special yarns, twine, cordage, ropes and cables and articles thereof
Chapter 57	Carpets and other textile floor coverings
Chapter 58	Special woven fabrics; tufted textile fabrics; lace, tapestries; trimmings; embroidery
Chapter 59	Impregnated, coated, covered or laminated textile fabrics; textile articles of a kind suitable for industrial use
Chapter 60	Knitted or crocheted fabrics
Chapter 61	Articles of apparel and clothing accessories, knitted or crocheted
Chapter 62	Articles of apparel and clothing accessories, not knitted or crocheted
Chapter 63	Other made up textile articles; sets; worn clothing and worn textile articles; rags

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SECTION XII: FOOTWEAR, HEADGEAR, UMBRELLAS, SUN UMBRELLAS, WALKING STICKS, SEATSTICKS, WHIPS, RIDING-CROPS AND PARTS THEREOF; PREPARED FEATHERS AND ARTICLES MADE THEREWITH; ARTIFICIAL FLOWERS; ARTICLES OF HUMAN HAIR	
Chapter 64	Footwear, gaiters and the like; parts of such articles
Chapter 65	Headgear and parts thereof
Chapter 66	Umbrellas, sun umbrellas, walking sticks, seat sticks, whips, riding-crops and parts thereof
Chapter 67	Prepared feathers and down and articles made of feathers or of down; artificial flowers; articles of human hair
SECTION XIII: ARTICLES OF STONE, PLASTER, CEMENT, ASBESTOS, MICA OR SIMILAR MATERIALS; CERAMIC PRODUCTS; GLASS AND GLASSWARE	
Chapter 68	Articles of stone, plaster, cement, asbestos, mica or similar materials
Chapter 69	Ceramic products
Chapter 70	Glass and glassware
SECTION XIV: NATURAL OR CULTURED PEARLS, PRECIOUS OR SEMIPRECIOUS STONES, PRECIOUS METALS, METALS CLAD WITH PRECIOUS METAL, AND ARTICLES THEREOF; IMITATION JEWELRY; COIN	
Chapter 71	Natural or cultured pearls, precious or semi-precious stones, precious metals, metals clad with precious metal and articles thereof; imitation jewelry; coin
SECTION XV: BASE METALS AND ARTICLES OF BASE METAL	
Chapter 72	Iron and steel
Chapter 73	Articles of iron or steel
Chapter 74	Copper and articles thereof
Chapter 75	Nickel and articles thereof

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Chapter 76	Aluminum and articles thereof
Chapter 77	(Reserved for possible future use)
Chapter 78	Lead and articles thereof
Chapter 79	Zinc and articles thereof
Chapter 80	Tin and articles thereof
Chapter 81	Other base metals; cermets; articles thereof
Chapter 82	Tools, implements, cutlery, spoons and forks, of base metal; parts thereof of base metal
Chapter 83	Miscellaneous articles of base metal
<b>SECTION XVI: MACHINERY AND MECHANICAL APPLIANCES; ELECTRICAL EQUIPMENT; PARTS THEREOF; SOUND RECORDERS AND REPRODUCERS, TELEVISION IMAGE AND SOUND RECORDERS AND REPRODUCERS, AND PARTS AND ACCESSORIES OF SUCH ARTICLES</b>	
Chapter 84	Nuclear reactors, boilers, machinery and mechanical appliances; parts thereof
Chapter 85	Electrical machinery and equipment and parts thereof; sound recorders and reproducers, television image and sound recorders and reproducers, and parts and accessories of such articles
<b>SECTION XVII: VEHICLES, AIRCRAFT, VESSELS AND ASSOCIATED TRANSPORT EQUIPMENT</b>	
Chapter 86	Railway or tramway locomotives, rolling-stock and parts thereof; railway or tramway track fixtures and fittings and parts thereof; mechanical (including electro-mechanical) traffic signaling equipment of all kinds
Chapter 87	Vehicles other than railway or tramway rolling stock, and parts and accessories thereof
Chapter 88	Aircraft, spacecraft, and parts thereof
Chapter 89	Ships, boats and floating structures

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<b>SECTION XVIII: OPTICAL, PHOTOGRAPHIC, CINEMATOGRAPHIC, MEASURING, CHECKING, PRECISION, MEDICAL OR SURGICAL INSTRUMENTS AND APPARATUS; CLOCKS AND WATCHES; MUSICAL INSTRUMENTS; PARTS AND ACCESSORIES THEREOF</b>	
Chapter 90	Optical, photographic, cinematographic, measuring, checking, precision, medical or surgical instruments and apparatus; parts and accessories thereof
Chapter 91	Clocks and watches and parts thereof
Chapter 92	Musical instruments; parts and accessories of such articles
<b>SECTION XIX: ARMS AND AMMUNITION; PARTS AND ACCESSORIES THEREOF</b>	
Chapter 93	Arms and ammunition; parts and accessories thereof
<b>SECTION XX: MISCELLANEOUS MANUFACTURED ARTICLES</b>	
Chapter 94	Furniture; bedding, mattresses, mattress supports, cushions and similar stuffed furnishings; lamps and lighting fittings, not elsewhere specified or included; illuminated sign illuminated nameplates and the like; prefabricated buildings
Chapter 95	Toys, games and sports requisites; parts and accessories thereof
Chapter 96	Miscellaneous manufactured articles
<b>SECTION XXI: WORKS OF ART, COLLECTORS' PIECES AND ANTIQUES</b>	
Chapter 97	Works of art, collectors' pieces and antiques
<b>SECTION XXII: SPECIAL CLASSIFICATION PROVISIONS; TEMPORARY LEGISLATION; TEMPORARY MODIFICATIONS PROCLAIMED PURSUANT TO TRADE AGREEMENTS LEGISLATION; ADDITIONAL IMPORT RESTRICTIONS PROCLAIMED PURSUANT TO SECTION 22 OF THE AGRICULTURAL ADJUSTMENT ACT, AS AMENDED</b>	
Chapter 98	Special classification provisions

# FREE TRADE AGREEMENTS

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If you have any questions regarding the HS Code for your products, you can contact our MX Customs Brokers directly so they can provide you with the correct classification. Please contact them depending on the MX Customs facilities your products are arriving to.

# INBOND

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## Definition:

Transportation of merchandise in-bond is the movement of imported merchandise, secured by a bond, from one port to another prior to the appraisement of the merchandise and prior to the payment of duties. The transportation of merchandise in-bond is frequently referred to as an in-bond movement or shipment.

Currently, in-bond merchandise may be transported through the United States without appraisement or the payment of duties, provided the carrier or other appropriate party obtains a bond and files a transportation entry on a CBP.

When the in-bond merchandise reaches its destination, it must be entered for consumption, entered for warehouse, or exported. The bond requires the bonded carrier to comply with all laws and regulations governing the receipt, safekeeping, and disposition of bonded merchandise. The transportation entry accounts for the movement of the merchandise during the in-bond process.

## Types of In-Bond Entries

The CBP regulations provide for several types of in-bond entries. The most commonly used in-bond entries are: Immediate Transportation (IT), Transportation and Exportation (T&E), and Immediate Exportation (IE). An IT entry allows merchandise, upon its arrival at a U.S. port, to be transported to another U.S. port, where a subsequent entry must be filed.

Entry	Used For
Immediate Transportation (IT)	Moving merchandise between two port of entry within the Customs Territory of the United States for entry in the port of destination
Transportation and Export (T & E)	Moving merchandise between two port of entry within the customs Territory of the United States for export out of the port of destination
Immediate Export (IE)	Moving merchandise between two shipping companies within a port of entry for export

# INBOND

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## Other types of IT

- WDT: Withdrawal for Transportation - used to move merchandise IN BOND from Bonded warehouse to another in a different port.
- WDIE: Warehouse Withdrawal for Immediate Exportation - used to export merchandise in the same port of export as the bonded warehouse.
- WDTE: Warehouse Withdrawal for Transportation and Exportation - used to export merchandise at another the port where the bonded warehouse is located.
- TACOM - Transport Air Cargo Manifest. It is the same to IT, but used by the same airline. All the rules IT apply. It must be the same airline. If airline changes then IT must be done.

## Carriers

Merchandise to be transported in bond from one port to another in the United States must be delivered to one of these carriers that is bonded for that purpose:

- Common carrier (railroad, steamship, pipeline, truck, airline, or other transportation line)
- Contract carrier
- Freight forwarder
- Private carrier

When merchandise is being moved from CBP custody at the importing carrier, the forwarding bonded carrier must take receipt of the merchandise within five 5 working days of the validation of the transportation entry, if no other entry is filed. If the merchandise is not picked up within the five 5 working days, the entry will be considered cancelled.

## Duration of trip

Goods shipped under bond must be delivered at the port of destination:

- Within 15 days after receipt if by air.
- Within 30 days after receipt if by land.
- Within 60 days after receipt if by vessel.

## Liability for shortage and irregular or nondelivery

The initial (or first) bonded carrier is responsible for any shortage, irregular delivery, or non delivery at the port of destination or exportation. Acceptable proof of proper delivery is a properly receipted in-bond document (CBP Form 7512, CBP Form 7520).



# STEEL & STEEL BY-PRODUCTS REGULATION

Mexican Ministry of Economy published on Dec 5, 2013 and Aug. 11, 2014 in the Official Gazette a new legal disposition in which certain HTS codes require that the importer of the goods present to the Authority a document issued and validated by the producer called Quality / Mill Certificate. This Certificate must contain the following information:

1. Detailed description of the merchandise (including dimensions, technical, physical, chemical, metallurgical specifications, etc...)
2. Merchandise country of origin. (In case the Quality / Mill Certificate does not specify such country, the producer could also indicate its complete address)
3. Name and contact information of the producer (address, phone, email)
4. Certificate number (In case the Quality / Mill Certificate does not specify such number, the steel casting number or shipment number or foil number or production order number will also be valid)
5. Expedition date
6. Merchandise volume

With the above information, we will be ready to transact at the Ministry of Economy and obtain an Import Permit that will allow us to clear customs for such merchandise. The goods that must undergo the above-mentioned paperwork are classified in the following HTS codes:

Fracción arancelaria	Descripción
7202.11.01	Con un contenido de carbono superior al 2% en peso.
7202.19.99	Los demás.
7202.30.01	Ferro-sílico-manganeso.
7207.12.01	Con espesor inferior o igual a 185 mm.
7207.12.99	Los demás.
7207.20.99	Los demás.
7208.10.01	De espesor superior a 10 mm.
7208.10.02	De espesor superior a 4.75 mm pero inferior o igual a 10 mm.
7208.10.99	Los demás.
7208.25.99	Los demás.
7208.26.01	De espesor superior o igual a 3 mm pero inferior a 4.75 mm.
7208.27.01	De espesor inferior a 3 mm.
7208.36.01	De espesor superior a 10 mm.
7208.37.01	De espesor superior o igual a 4.75 mm pero inferior o igual a 10 mm.
7208.38.01	De espesor superior o igual a 3 mm pero inferior a 4.75 mm.
7208.39.01	De espesor inferior a 3 mm.

# STEEL & STEEL BY-PRODUCTS REGULATION

7208.51.01	De espesor superior a 10 mm, excepto lo comprendido en las fracciones 7208.51.02 y 7208.51.03.
7208.51.02	Placas de acero de espesor superior a 10 mm, grados SHT-80, SHT-110, AR-400, SMM-400 o A-516.
7208.51.03	Placas de acero de espesor superior a 70 mm, grado A-36.
7208.52.01	De espesor superior o igual a 4.75 mm pero inferior o igual a 10 mm.
7209.16.01	De espesor superior a 1 mm pero inferior a 3 mm.
7209.17.01	De espesor superior o igual a 0.5 mm pero inferior o igual a 1 mm.
7209.18.01	De espesor inferior a 0.5 mm.
7213.10.01	Con muescas, cordones, surcos o relieves, producidos en el laminado.
7213.20.01	Los demás, de acero de fácil mecanización.
7213.91.01	Con un contenido de carbono inferior a 0.4% en peso.
7213.91.02	Con un contenido de carbono igual o superior a 0.4% en peso.
7213.99.01	Alambrón de acero con un contenido máximo de carbono de 0.13%, 0.1% máximo de silicio, y un contenido mínimo de aluminio de 0.02%, en peso.
7213.99.99	Los demás.
7214.20.01	Varillas corrugadas o barras para armadura, para cemento u hormigón.
7214.20.99	Los demás.
7214.91.99	Los demás.
7214.99.99	Los demás.
7224.90.99	Los demás.
7225.30.02	Con un contenido de boro igual o superior a 0.0008%, de espesor superior a 10 mm.
7225.30.03	Con un contenido de boro igual o superior a 0.0008%, de espesor superior o igual a 4.75 mm, pero inferior o igual a 10 mm.
7225.30.04	Con un contenido de boro igual o superior a 0.0008%, de espesor superior o igual a 3 mm, pero inferior a 4.75 mm.
7225.30.05	Con un contenido de boro igual o superior a 0.0008%, de espesor inferior a 3 mm.
7225.30.99	Los demás.
7225.40.01	Con un contenido de boro igual o superior a 0.0008%, de espesor superior a 10 mm.
7225.40.02	Con un contenido de boro igual o superior a 0.0008%, de espesor superior o igual a 4.75 mm, pero inferior o igual a 10 mm.
7225.40.03	Con un contenido de boro igual o superior a 0.0008%, de espesor superior o igual a 3 mm, pero inferior a 4.75 mm.
7225.40.04	Con un contenido de boro igual o superior a 0.0008%, de espesor inferior a 3 mm.
7225.40.99	Los demás.

## STEEL & STEEL BY-PRODUCTS REGULATION

7225.50.01	Con un contenido de boro igual o superior a 0.0008%, y espesor superior o igual a 3 mm, enrollada.
7225.50.02	Con un contenido de boro igual o superior a 0.0008%, y espesor superior a 1 mm, pero inferior a 3 mm, enrollada.
7225.50.03	Con un contenido de boro igual o superior a 0.0008%, y espesor superior o igual a 0.5 mm, pero inferior o igual a 1 mm, enrollada.
7225.50.04	Con un contenido de boro igual o superior a 0.0008%, y espesor inferior a 0.5 mm, enrollada.
7225.50.05	Con un contenido de boro igual o superior a 0.0008%, sin enrollar.
7225.50.99	Los demás.
7304.11.01	Tubos laminados en caliente, sin recubrimiento u otros trabajos de superficie, incluidos los tubos laminados en caliente barnizados o laqueados: de diámetro exterior inferior o igual a 114.3 mm y espesor de pared igual o superior a 4 mm sin exceder de 19.5 mm.
7304.11.02	Tubos laminados en caliente, sin recubrimiento u otros trabajos de superficie, incluidos los tubos laminados en caliente barnizados o laqueados: de diámetro exterior superior a 114.3 mm sin exceder de 406.4 mm y espesor de pared igual o superior a 6.35 mm sin exceder de 38.1 mm.
7304.11.03	Tubos laminados en caliente, sin recubrimiento u otros trabajos de superficie, incluidos los tubos laminados en caliente barnizados o laqueados: de diámetro exterior igual o superior a 406.4 mm y espesor de pared igual o superior a 9.52 mm sin exceder de 31.75 mm.
7304.11.04	Tubos laminados en frío, sin recubrimiento u otros trabajos de superficie, incluidos los tubos laminados en frío barnizados o laqueados: de diámetro exterior inferior o igual a 114.3 mm y espesor de pared igual o superior a 1.27 mm sin exceder de 9.5 mm.
7304.11.05	Tubos semiterminados o esbozos para uso exclusivo de empresas fabricantes de tubería estirada en frío.
7304.11.99	Los demás.
7304.19.01	Tubos laminados en caliente, sin recubrimiento u otros trabajos de superficie, incluidos los tubos laminados en caliente barnizados o laqueados: de diámetro exterior inferior o igual a 114.3 mm y espesor de pared igual o superior a 4 mm sin exceder de 19.5 mm.
7304.19.02	Tubos laminados en caliente, sin recubrimiento u otros trabajos de superficie, incluidos los tubos laminados en caliente barnizados o laqueados: de diámetro exterior superior a 114.3 mm sin exceder de 406.4 mm y espesor de pared igual o superior a 6.35 mm sin exceder de 38.1 mm.

## STEEL & STEEL BY-PRODUCTS REGULATION

7304.19.03	Tubos laminados en caliente, sin recubrimiento u otros trabajos de superficie, incluidos los tubos laminados en caliente barnizados o laqueados: de diámetro exterior igual o superior a 406.4 mm y espesor de pared igual o superior a 9.52 mm sin exceder de 31.75 mm.
7304.19.04	Tubos laminados en frío, sin recubrimiento u otros trabajos de superficie, incluidos los tubos laminados en frío barnizados o laqueados: de diámetro exterior inferior o igual a 114.3 mm y espesor de pared igual o superior a 1.27 mm sin exceder de 9.5 mm.
7304.19.05	Tubos semiterminados o esbozos para uso exclusivo de empresas fabricantes de tubería estirada en frío.
7304.19.99	Los demás.
7304.31.01	Tubos llamados "mecánicos" o "estructurales", sin recubrimientos u otros trabajos de superficie, de diámetro exterior inferior o igual a 114.3 mm y espesor de pared igual o superior a 1.27 mm sin exceder de 9.5 mm.
7304.31.02	Barras huecas de diámetro exterior superior a 30 mm sin exceder de 50 mm.
7304.31.03	Barras huecas con diámetro exterior superior a 50 mm.
7304.31.04	Serpentines.
7304.31.05	Tubos aletados o con birlos.
7304.31.06	De acero al carbono, con diámetro superior a 120 mm.
7304.31.10	Tubos llamados "térmicos" o de "conducción", sin recubrimientos u otros trabajos de superficie, de diámetro exterior inferior o igual a 114.3 mm y espesor de pared igual o superior a 1.27 mm sin exceder de 9.5 mm.
7304.31.99	Los demás.
7304.39.01	Tubos llamados "mecánicos" o "estructurales", laminados en caliente, sin recubrimiento o trabajos de superficie, incluidos los tubos llamados "mecánicos" o "estructurales" laminados en caliente, laqueados o barnizados: de diámetro exterior inferior o igual a 114.3 mm, y espesor de pared igual o superior a 4 mm sin exceder de 19.5 mm.
7304.39.02	Tubos llamados "mecánicos" o "estructurales", laminados en caliente, sin recubrimiento u otros trabajos de superficie, incluidos los tubos llamados "mecánicos" o "estructurales", laminados en caliente, laqueados o barnizados: de diámetro exterior superior a 114.3 mm sin exceder de 355.6 mm y espesor de pared igual o superior a 6.35 mm sin exceder de 38.1 mm.
7304.39.03	Barras huecas laminadas en caliente, con diámetro exterior superior a 30 mm sin exceder de 50 mm, así como las de diámetro exterior superior a 300 mm.
7304.39.04	Barras huecas laminadas en caliente, de diámetro exterior superior a 50 mm sin exceder de 300 mm.

## STEEL & STEEL BY-PRODUCTS REGULATION

7304.39.05	Tubos llamados "térmicos" o de "conducción", sin recubrimiento o trabajos de superficie, incluidos los tubos llamados "térmicos" o de "conducción" laqueados o barnizados: de diámetro exterior inferior o igual a 114.3 mm y espesor de pared igual o superior a 4 mm, sin exceder 19.5 mm.
7304.39.06	Tubos llamados "térmicos" o de "conducción", sin recubrimiento u otros trabajos de superficie, incluidos los tubos llamados "térmicos" o de "conducción" laqueados o barnizados: de diámetro exterior superior a 114.3 mm sin exceder de 406.4 mm y espesor de pared igual o superior a 6.35 mm sin exceder de 38.1 mm.
7304.39.07	Tubos llamados "térmicos" o de "conducción", sin recubrimiento u otros trabajos de superficie, incluidos los tubos llamados "térmicos" o de "conducción" laqueados o barnizados: de diámetro exterior superior o igual a 406.4 mm y espesor de pared igual o superior a 9.52 mm sin exceder de 31.75 mm.
7304.39.08	Tubos aletados o con birlos.
7304.39.09	Tubos semiterminados o esbozos, sin recubrimiento u otros trabajos de superficie, de diámetro exterior igual o superior a 20 mm sin exceder de 460 mm y espesor de pared igual o superior a 2.8 mm sin exceder de 35.4 mm, con extremos lisos, biselados, recalcados y/o con rosca y cople.
7304.39.99	Los demás.
7304.41.99	Los demás.
7304.49.99	Los demás.
7304.51.99	Los demás.
7304.59.01	Tubos llamados "mecánicos" o "estructurales" sin recubrimiento u otros trabajos de superficie, incluidos los tubos llamados "mecánicos" o "estructurales" laqueados o barnizados: de diámetro exterior inferior o igual a 114.3 mm y espesor de pared igual o superior a 4 mm sin exceder de 19.5 mm.
7304.59.02	Tubos llamados "mecánicos" o "estructurales", sin recubrimiento u otros trabajos de superficie, incluidos los tubos llamados "mecánicos" o "estructurales" laqueados o barnizados: de diámetro exterior superior a 114.3 mm sin exceder de 355.6 mm y espesor de pared igual o superior a 6.35 mm sin exceder de 38.1 mm.
7304.59.04	Barras huecas de diámetro exterior superior a 30 mm sin exceder de 50 mm, así como las de diámetro exterior superior a 300 mm.
7304.59.05	Barras huecas de diámetro exterior superior a 50 mm sin exceder de 300 mm.
7304.59.06	Tubos llamados "térmicos" o de "conducción", sin recubrimiento u otros trabajos, incluidos los tubos llamados "térmicos" o de "conducción" laqueados o barnizados: de diámetro exterior inferior o igual a 114.3 mm y espesor de pared igual o superior a 4 mm sin exceder de 19.5 mm.

## STEEL & STEEL BY-PRODUCTS REGULATION

7304.59.07	Tubos llamados "térnicos" o de "conducción", sin recubrimiento u otros trabajos de superficie, incluidos los tubos llamados "térnicos" o de "conducción" laqueados o barnizados: de diámetro exterior superior a 114.3 mm sin exceder de 406.4 mm y espesor de pared igual o superior a 6.35 mm sin exceder de 38.1 mm.
7304.59.08	Tubos llamados "térnicos" o de "conducción", sin recubrimiento u otros trabajos de superficie, incluidos los tubos llamados "térnicos" o de "conducción" laqueados o barnizados: de diámetro exterior superior o igual a 406.4 mm y espesor de pared igual o superior a 9.52 mm sin exceder de 31.75 mm.
7304.59.99	Los demás.
7304.90.99	Los demás.
7305.11.01	Con espesor de pared inferior a 50.8 mm.
7305.11.99	Los demás.
7305.12.01	Con espesor de pared inferior a 50.8 mm.
7305.12.99	Los demás.
7305.19.01	Con espesor de pared inferior a 50.8 mm.
7305.19.99	Los demás.
7305.39.99	Los demás.
7307.93.01	Accesorios para soldar a tope.
7307.99.99	Los demás.
7314.19.02	De alambres de sección circular, excepto lo comprendido en las fracciones 7314.19.01 y 7314.19.03.
7314.19.03	Cincadas.
7314.19.99	Los demás.
7314.31.01	Cincadas.
7314.41.01	Cincadas.
7314.49.99	Las demás.
7315.82.02	De peso inferior a 15 Kg por metro lineal, extendida, excepto lo comprendido en la fracción 7315.82.01.
7315.82.99	Las demás.
7315.89.02	De peso inferior a 15 Kg/m, excepto lo comprendido en la fracción 7315.89.01.
7315.89.99	Las demás.
7317.00.01	Clavos para herrar.
7317.00.99	Los demás.

It is important to mention that the Certificate's expedition date should not exceed 3 years from the date you provide it to BOCAR Group. Please consider that you must provide this Certificate in a yearly manner considering all products, parts and/or components sold to us.

# SUPPLIER REQUIREMENTS FOR SUBSTANCES, MIXTURES AND CHEMICAL PRODUCTS

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Bocar Group recognizes that its supply partners share our commitment to the protection of employees, the community and the environment.

With this in mind, Bocar Group has developed and established the requirements for Safety Data Sheets (MSDS /SDS) for all products supplied globally, for your companies.

The purpose of these requirements is to ensure that all Material Safety Data Sheets provide adequate, reliable and coherent information on chemical risks that allow our companies to take effective preventive actions to ensure a cleaner, healthier and safer environment.

All our suppliers must fulfill with all applicable regulations regarding Safety Data Sheets taking at least the following requirements:

- A) The MSDS must contain 16 chapters based on the Globally Harmonized System of classification and labelling of chemicals (GHS).
  - 1. Identification of the substance or mixture and / or the identifiers from the Globally Harmonized System (GHS) of the product,
  - 2. Hazards identification
  - 3. Composition / information of the ingredients (including concentrations)
  - 4. First Aid measures
  - 5. Fire Fighting Measures
  - 6. Accidental release measures
  - 7. Handling and storage
  - 8. Exposure controls / personal protection
  - 9. Physical and chemical properties
  - 10. Stability and reactivity
  - 11. Toxicological information
  - 12. Ecological information

# SUPPLIER REQUIREMENTS FOR SUBSTANCES, MIXTURES AND CHEMICAL PRODUCTS

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13. Disposal considerations

14. Transport information

15. Regulatory information

16. Other considerations including information on the preparation and review of safety data

B) The commercial business information, confidential or trade secrets related to the MSDS must agree to the following principle:

1: Confidential business information should not endanger the health and safety of users of chemical substances or mixtures or environmental protection.

2: Confidential business information will be limited to the identity of all ingredients and their concentrations in mixtures.

3: Requests for disclosure of our company will have one or more of the following purposes:

a) The chemical risk assessment

b) Determination of exposure levels

c) Medical surveillance of exposed workers

d) Potential for medical treatment of employees exposed

e) The selection and evaluation of personal protective equipment

f) The design or evaluation of engineering controls or protective measures

g) The studies of health effects

h) Calculation of emissions

i) The determination of the applicability of environmental requirements

C) Each MSDS to be received must be written in the official language of the country in which the product is being used (Spanish). It is also possible that for corporate purposes English versions would be required.



# SUPPLIER REQUIREMENTS FOR SUBSTANCES, MIXTURES AND CHEMICAL PRODUCTS

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- D) The MSDS provider must document the contents of all the components using a methodology based on mass, volume or percentage. They should avoid using ranges for certain compounds when required regulatory reports and an understanding of the precise concentrations may be necessary.
- E) Providers must notify our company every time an update or modification on the MSDS occurs. The notice must also include an updated or revised MSDS.
- F) Suppliers shall guarantee periodically (at least annually) that the information recorded in FDS`s accurately reflects the scientific evidence used to determine the hazards or identification of safety measures, health hazards and environmental effects.
- G) Volatile Organic Compounds (VOCs), ozone depleting chemicals and other classifications and designations of specific chemicals must be identified and listed in eco-toxicological section or in the appropriate MSDS section.

The identification for packages containing substances, mixtures and chemicals must contain the minimum information required by the SGA and described below:

1. -Identification of the product
2. - Identification of the supplier or manufacturer
3. -Hazard pictograms
4. - Words of Warning
5. - Hazard statements
6. - Precautionary advices
7. - Additional Information

## NOTES:

1. Please be sure to include in the MSDS, the version of the review of the ONU-GHS used in their products classification,
2. For mixtures with intellectual property, we expect the supplier provides MSDS with consistent content with the above mentioned requirements for general use and distribution in our facilities. In this case, please contact the representatives of Purchasing and EHS / Environmental of our Company to determine agreements disclosure of confidential information.