

# A PAINTERS PLAYGROUND

PLAYGROUND FOR PARQUE OLGA Y RUFINO TAMAYO



MONSTRUM

# RUFINO TAMAYO

The inspiration for this playground is found in some of Rufino Tamayo's most important works.

It communicates the artists very strong and provocative choice in shapes and colors and can be used as a tool for introducing children to Rufino Tamayo's world.

The playground consists of 6 different elements combined to create an even flow in the play functions.

It has an age range from 6 mth - 12 yr.



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# SANDIAS NATURALEZA MUERTA

## WATERMELONS STILL LIFE

- Age: 6 mth - 3 yr

Explore the inside of the watermelon slice  
Try the fun slide

Balance on the trunks



# CUERPOS CELESTES

## HEAVENLY BODIES

- Age: 2 - 12 yr

A giant climbing structure inspired by the painting Cuerpos Celestes with three nets that you can climb and lie in.



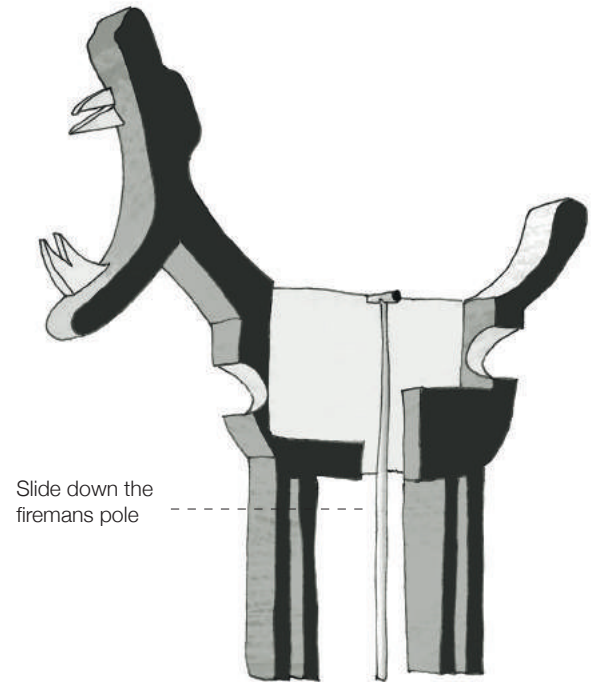
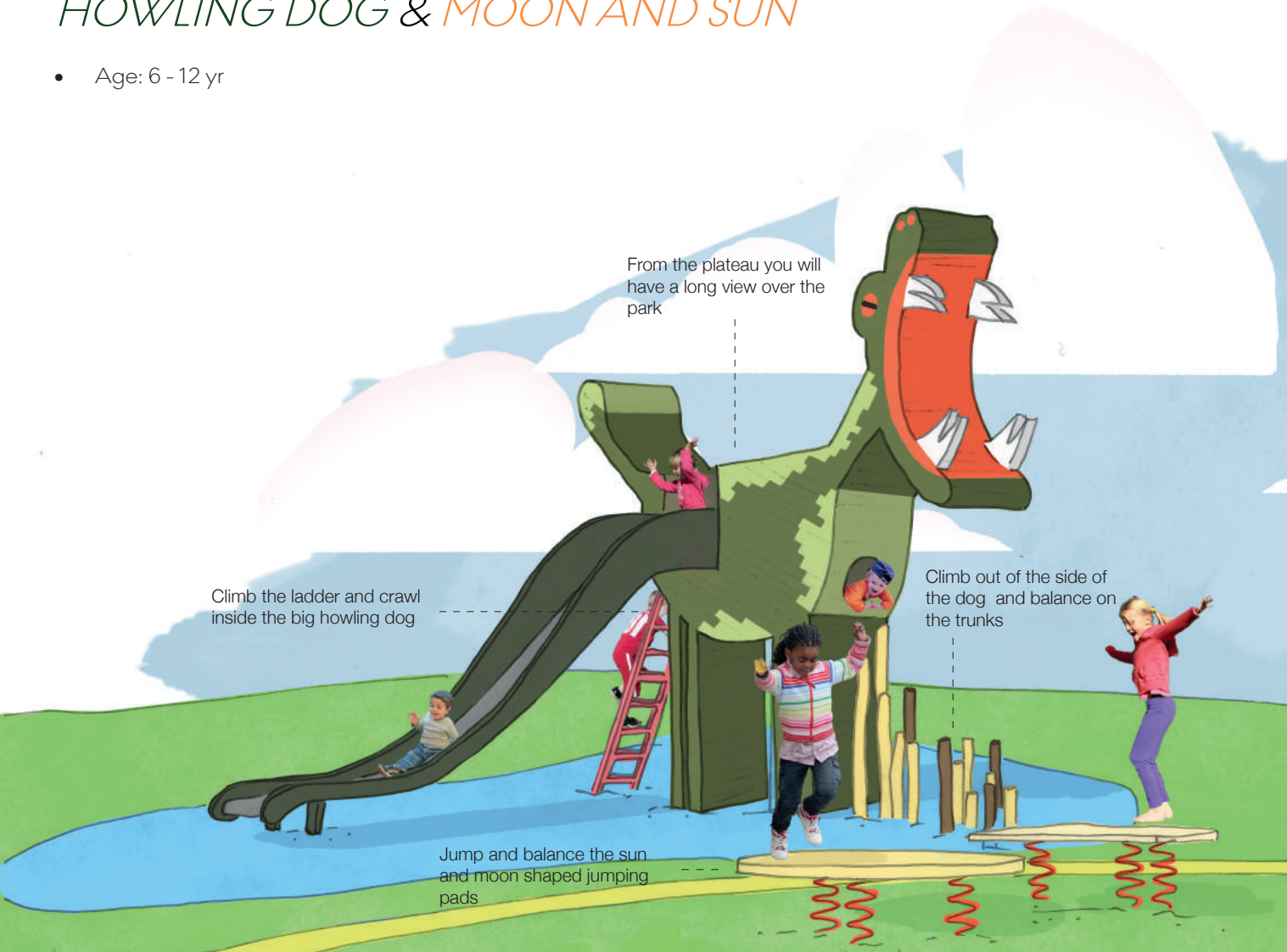


PERRO AULLANDO

LUNA Y SOL

HOWLING DOG & MOON AND SUN

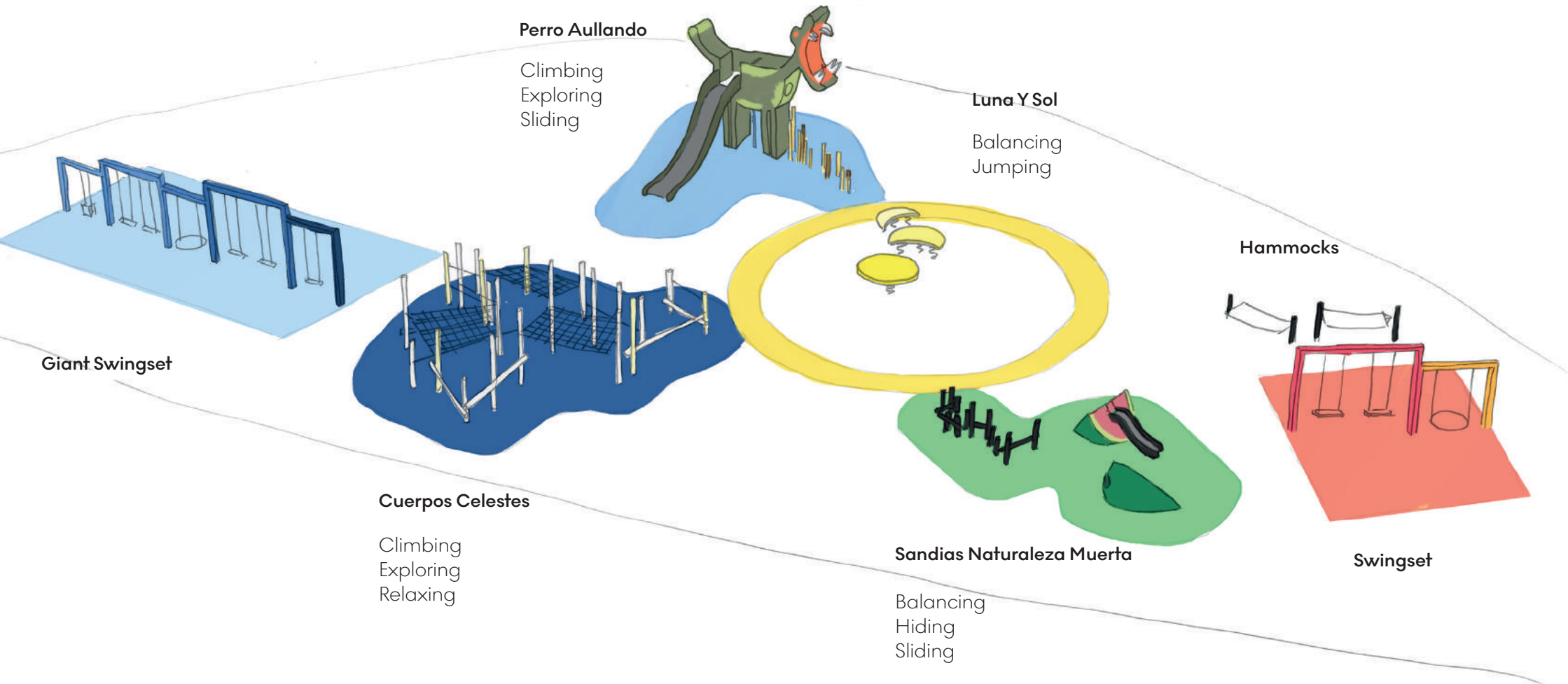
- Age: 6 - 12 yr



Section showing the inside of the dog

MONSTRUM

# PLAY FEATURES



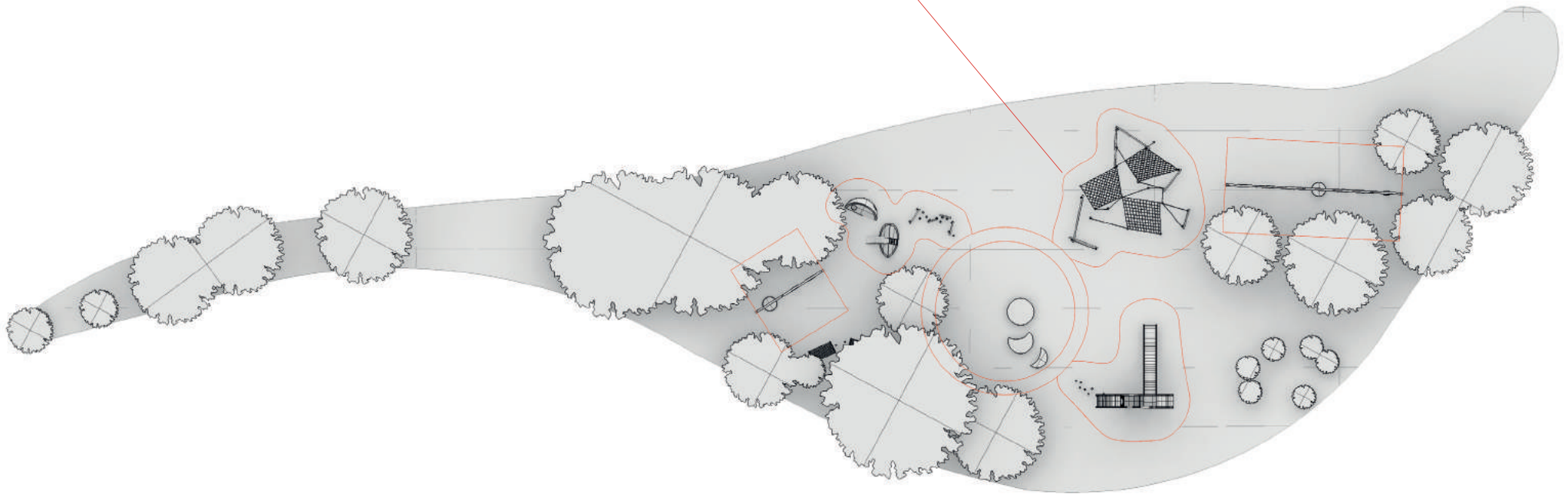


# PLAN

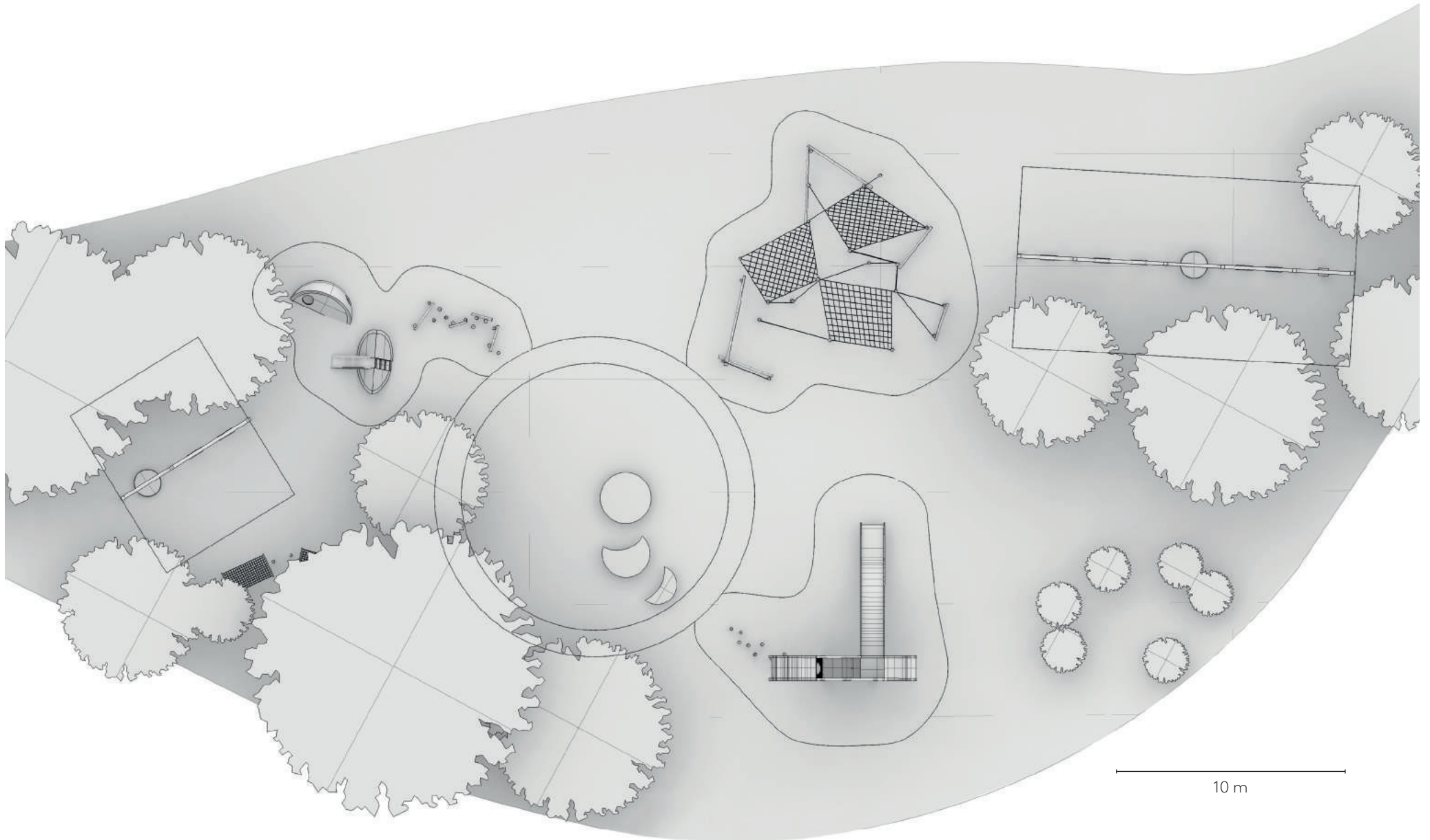
EPDM

Total EPDM area: 484 m<sup>2</sup>

EPDM zone around the play equipment.



# PLAN



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# INSPIRATION / REFERENCES

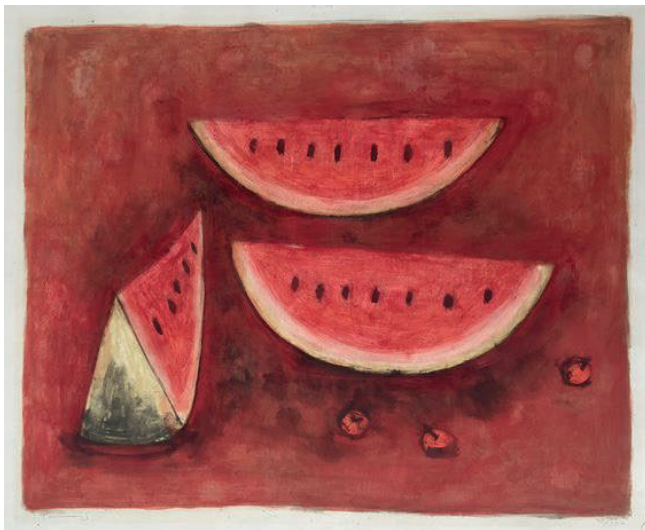
The playground elements have been inspired by the following works of Rufino Tamayo:



*Cuerpos Celeste* - 1899



*Luna Y Sol* - 1990



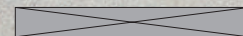
*Sandias Naturaleza Muerta* - 1950



*Perro Aullando* - 1960



# PLAYGROUNDS STORIES IN WOOD





# CONTENT

- Introduction to MONSTRUM
- References
- Material Description
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# WE CREATE IMAGINARY LANDSCAPES SPARKING THE IMAGINATION OF CHILDREN AND ADULTS ALIKE.

At MONSTRUM we create thematic playgrounds that fascinate and inspire both adults and children.

Based on visual arts and design, MONSTRUM makes playgrounds that can not only be climbed, ripped down or swung in, but can start the game by being an area where there is space for imagination.

Children should be allowed to experience danger and feel the tickle in the stomach that occurs when you take a chance and land happily on your feet again. We challenge the children in a safe environment.

All our playgrounds are handmade from wood at our workshop in Denmark. Our skilled craftsmen and designers work closely together throughout the process to ensure that our playgrounds and equipments become fun, safe and unique.

Why play on a climbing frame if you can play in a space rocket, a submarine, a giant snail house, a clown head or a Trojan horse?





# BEHIND THE COMPANY

MONSTRUM was founded in 2003 by the enthusiasts Ole Barslund Nielsen and Christian Jensen, who met each other in the Danish theater world, where they assembled scenographies. The idea of the company arose when the kindergarten where Ole's five-year-old son, Sixten Gustav, needed a new playground. Ole joined a parent group who had to choose the play equipment.

"I could see that for the given budget I could do something that reminded of theater scenography and gave better play possibilities than the known playground concepts. My colleague, designer Christian Jensen, helped with the work, and it became a really nice playground that the children and the educators (and the parents) became very happy with. This playground led us to form MONSTRUM together,"  
– Ole Barslund Nielsen.

At MONSTRUM, we are now 36 builders, designers and architects at our workshop in Brøndby. We export playgrounds to a lot of countries all over the world and we are proud that the world has seen the quality of our playgrounds.



MONSTRUM

# REFERENCES



Project: SALMON SEA ADVENTURE

Place: Hallarna, Halmstad, Sweden  
Customer: Hallarna Shoppingmall  
Installed: 2018  
Budget for playequipment: €187.560

MONSTRUM



# REFERENCES



Project: **THE GIANT PIPEFISH**

**Place:** Chelsea Waterside Park, New York City, USA.

**Customer:** Hudson River Park

**Installed:** 2018

**Budget:** € 320.000

**MONSTRUM**



# REFERENCES



Project: **MIDDLEAGES PLAYGROUND**

**Place:** Slottshagen, Helsingborg, Sweden

**Customer:** The city of Helsingborg

**Installed:** 2016

**Budget:** € 387.000

**MONSTRUM**



# ENVIRONMENTALLY FRIENDLY AND SUSTAINABLE FORESTRY

CLADDING: Superwood  
MAIN STRUCTURE: Okoume  
PLATFORMS: Cumaru  
SOIL CONTACT: Robinia  
PAINTING: Flügger Wood Tex

STEEL PLATES: Carbonsteel S235  
STAINLESS STEEL: EN 1.4301/TR.304

All MONSTRUM playground equipment is made of sustainable timber: PEFC certified, Nordic SUPER WOOD™, FSC certified okoume plywood and Robinia from sustainable forestry operations in Europe.

Wood with permanent ground contact is made of Robinia hartwood, which is characterized by being able to last between 25 and 40 years in contact with the ground without impregnation.



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# MANTENANCE

After installation of the playground, MONSTRUM will provide a maintenance manual based on EN1176's safety standards. The playgrounds are made of simple materials and are easy to repair. All wood used has a natural resistance to weather effects and requires no maintenance, in addition to ordinary cleaning. If the playground is repainted after 10 years, it will look like new again. Graffiti on the playground can also be easily painted.



# TAKING CARE AND ENSURING SAFETY

All our playgrounds are certified according to EN 1176, EN 1177 or ASTM, which is the common European / American safety standards for playgrounds.



MONSTRUM



# 5 YEARS OF WARRANTY

Defect parts due to manufacturing or material defects will be replaced or repaired free of charge within 5 years from delivery.

All playground equipment is build based on sketches and traditional Danish craftsmanship.

The warranty does not cover in case the product has not been maintained according to instructions. Defects or damage that results from improper use, storage, misuse or abuse, wear, tear or vandalism are excluded from coverage.



MONSTRUM

# MONSTRUM PARTNERS



OLE BARSLUND NIELSEN

Partner & Creative Director

## EDUCATION:

1991-1998 The Royal Danish Academy of Fine Arts, School of Visual Art  
2004 Educated as Playground inspector, Danish Technological institute

## WORK EXPERIENCE:

2003 - Present Partner & Creative Director at MONSTRUM  
2000 - 2003 Scenography Building  
1989 - 2008 Exhibitions and public artworks

## AWARDS:

Red Dot Award 2017  
German Design Award 2014 nominated  
Red Dot Award 2017  
Stockholm's best playground in 2014, nominated by the children from Långe Eriks Förskola  
German Design Award 2014 nominated  
Beautiful place in Copenhagen in 2013, awarded by the City of Copenhagen for  
The Tower Playground of Copenhagen  
INDEX design to improve life award in 2013, nominated  
Danish Design Award 2012 winner  
AOK, Copenhagen's Best Children Experience,  
Copenhagen in 2012, winner  
Sweden Architects Plan Award 2010, Malmö City, winner



CHRISTIAN JENSEN

Partner & Production Director

## EDUCATION:

1992 - 1996 DIA The Danish Engineer Academy, Chemistry Engineer  
1998 - 2002 The Danish School of Design, Furniture Design

## WORK EXPERIENCE:

2003 - Present Partner & Production Director at MONSTRUM  
1996 - 1998 Scenography and production management Statens Theater School,  
Væksthuset Gladsaxe Theater, Østre Gasværk, Mungo Park, Det Ny  
Teater, Får 302, Zeppelin Teatret  
1996 Production Manager, Bar Utopia, Copenhagen Culture City

## AWARDS:

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# MONSTRUMS TEAM FOR THIS PROJECT

## DESIGN

## CONSTRUCTION

## PRODUCTION



SARRAH MIKKELSEN  
Architect cand. arch  
Project Manager



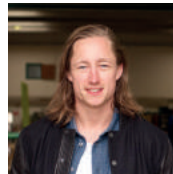
TORBEN QUADE  
Technical designer



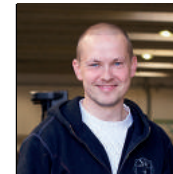
ANTONY KOFOED  
Teamleader and Carpenter



SUNE JØRGENSEN  
Architect cand.arch



PAW SKAFFSGÅRD  
Technical designer



PETER ZERNICHOV  
Carpenter and Steelworker



OLE BARSLUND  
CEO, Creative Director



CHRISTIAN JENSEN  
CEO, Production Manager

# AWARDS

GERMAN DESIGN AWARD 2018, Winner, Chunga-Play Gound, Odense Zoo, Denmark

REDDOT DESIGN AWARD 2017, Winner, Chunga-Play Gound, Odense Zoo, Denmark

INTERNATIONAL DESIGN AWARD 2017, Winner Category, Chunga-Play Gound, Odense Zoo, Denmark

STOCKHOLM'S BEST PLAYGROUND 2014, bedste legeplads 2014, nominated, Långe Eriks Förskola, Sweden

GERMAN DESIGN AWARD 2014, nominated

BEAUTIFUL PLACES COPENHAGEN 2013, voted by the City of Copenhagen for the Tårnlegepladsen in Fælledparken.

INDEX, design to improve life award 2013, nominated

INNOVATIONSTORM 2013, nominated

DANISH DESIGN AWARD 2012, Winner

AOK, THE CITY'S BEST CHILDREN EXPERIENCE, Copenhagen 2012, winner

SWEDISH ARCHITECT'S PLAN PRIZE 2010, Malmö City won with Spider Playground.





TENDER NO. 201208\_02

DECEMBER 8, 2020



Product	Euro
<i>Perro Aullando</i> - Howling dog 6,5 x 5,2 x 1 m	67.200,00 €
<i>Cuerpos Celestes</i> - climbing structure of trunks (1,6 - 3,7 m), ropes and 22 m2 net	49.845,00 €
Trunks 31 pcs	9.690,00 €
<i>Naturaleza Muerta</i> - 2 watermelon slices (2,8 x 1,5 m) with slide (1 m)	20.200,00 €
<i>Luna Y Sol</i> - 2 moons and sun on springs (approx. 0,7 x 2,2 m) with EPDM surface	12.075,00 €
Hammocks 2 pcs	6.140,00 €
Small swing set (1 nest and 2 regular swings)	8.450,00 €
Giant swing set (5 regular seats, one inclusion seat and one nest)	15.100,00 €
2 x Supervisors during installation (6 days)	11.400,00 €
Accommodations and travel expenses	6.900,00 €
<b>Total</b>	<b>207.000,00 €</b>

\*This price does not include local VAT, taxes and fees, excavation, surfacing, foundation, installation or local transportation.

## GENERAL BUSINESS TERMS

### 1. GENERAL

1.1 This agreement is made by and between the

SUPPLIER  
MONSTRUM Aps  
Engager 3,  
2605 Brøndby

and the PURCHASER  
(Name and signature at the end of this document)

for the scope of works described in attached tender.

1.2 Any deliveries and services provided by MONSTRUM (hereinafter referred to as supplier) are exclusively carried out as set out in the present terms and conditions. Any variations of these terms shall only be effective if confirmed by MONSTRUM in writing.

1.3 By placing an order with MONSTRUM, irrespective of the form in which this has been done, the purchaser accepts our terms of delivery and payment for the entire duration of our business relations.

1.4 We take reservations for misprints.

### 2. OFFER, PRICES, PACKAGING

2.1 Illustrations, descriptions and specifications describing the scope of works shall not be absolutely binding, as the design process will continue throughout the production phase. All MONSTRUM products are custom-made in close collaboration between the designer and the production team throughout the process. This is to ensure a safe and vivid product with a high artistic value.

2.2 The supplier reserves proprietary rights and all IP rights regarding any designs, drawings as well as any other documentation. They shall not be disclosed to any third parties. In the case of non-realization or termination of the contract any documentation shall be returned without delay to the supplier on request; any right of retention shall be excluded.

2.3 All designs developed for the project or otherwise shared during the development of the project are instruments of MONSTRUM and MONSTRUM shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights including copyright thereto. Notwithstanding the foregoing, such copies of documents shall not be used by purchaser or a third party on other projects, for additions to this project, for completion of this project by others or for copying the Project.

2.4 Any offers are subject to confirmation. Prices are valid 6 months from current date. Any prices quoted by us are valid for the specific, individual order only; repeat orders are treated as new orders.

2.5 Unless specifically stated the offer does not include local VAT, taxes and fees, packaging, shipping, installation, excavation, machinery on site, foundation or surfacing. All prices are EX works Copenhagen.

2.6 All playground equipment are build based on sketches and traditional Danish craftsmanship. Technical drawings and engineering calculations on the playground equipment is not a part of this offer unless specifically stated.

2.7 The offer does not include obtaining planning permission or additional costs to cover construction site expenses such as construction site fencing and construction site sign.

### 3. DELIVERY, DELAYS, MODE OF DISPATCH AND FREIGHT CHARGES

3.1 All our prices are quoted ex works Copenhagen if not stated otherwise.

3.2 Unless otherwise agreed, the supplier can choose the mode of dispatch subject to price changes.

3.3 The purchaser is obliged to obtain written acknowledgment of any damage in transit from the carrier immediately upon receipt of the goods.

Claims shall only be accepted within 7 calendar days upon receipt of the goods.

3.4 The supplier aims to meet the delivery times as indicated. Any obligation to keep to the agreed delivery times, however, shall only be assumed if expressly stated in a written guarantee of delivery time. Even if such a written guarantee exists, delivery might be delayed accordingly if caused by any circumstances beyond the supplier's control. Particularly delays caused by purchaser and operational interruptions resulting from labour disputes, faults in the supplied material, delays in subcontracted supply, pandemics and cases of Force Majeure are considered to be circumstances beyond the supplier's control and the Purchaser therefore accepts that the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.

### 4. INSTALLATION ON SITE

4.1 Unless otherwise stated or expressly indicated in our quotation, all prices are quoted excluding local VAT, taxes and fees, excavation and installation.

4.2 In case "Supervision of installation" is agreed in the tender and no other specific agreements have been made, "Supervision of Installation" shall mean:

- Local contractor (hired by purchaser) shall handle all local customs, local transportation, local handling, local crane and skilled manpower for the installation.
- Foundations shall be prepared in advance before MONSTRUM supervisors arrive at site.
- MONSTRUM supervisors will guide and help the installation process hands-on.

4.3 Provided that installation is carried out at a fixed price, creating and maintaining of the specifically required conditions for installation that might be required are essential prerequisites for the price.

4.4 In case of any complicated conditions and if the purchaser is not able to meet or only partially meets the conditions to be provided by them within the agreed due time, any additional costs incurred by the supplier as a result from such conditions or delay shall be covered by the purchaser.

### 5. PAYMENT, DELAYED PAYMENT

5.1 Payment has to be made within and according to the agreed terms of payment. Any cash or other discounts are granted upon prior written confirmation only.

5.2 The supplier is entitled to separately invoice and call due any partial deliveries of a complete order placed. Any set-off of counterclaims made by the purchaser against claims of the supplier is excluded.

5.3 Should the purchaser exceed the agreed date of payment by more than 2 weeks, the supplier shall be entitled to charge interest in the amount of 5% over the discount rate of the Danish National Bank. Furthermore, any cash or other discounts that have been granted up to that time shall be claimed back.

5.4 Payment due: Latest 8 days after the printed date on the invoice.

- First downpayment of 50% shall be prepaid by order confirmation.
- Second payment of 50% is due before shipping.



## 6. CLAIMS

- 6.1 Any claims have to be made by the purchaser at the latest within one week upon receipt of the goods at the ship-to location.
- 6.2 Upon admittance of any claims it shall be in the sole discretion of the supplier to decide whether rectification of the defect or a replacement delivery shall be carried out. Any further claims by the purchaser shall be excluded.
- 6.3 Informing the supplier of any claims shall not release the purchaser of their duty to settle their account in due time.

## 7. RESERVATION OF PROPRIETARY RIGHTS

Rights Delivery of the goods is carried out retaining the supplier's reservation of proprietary rights as follows:

- 7.1 The goods shall remain property of the supplier until full payment of all present and future pecuniary claims the suppliers might have against the purchaser.
- 7.2 Any pecuniary claims of the purchaser resulting from selling-on of the goods subject to the retention of title shall be assigned to the supplier forthwith. The purchaser shall only be entitled to resell any delivery items on a regular course of business provided that such an assignment of title shall have been agreed on. The purchaser shall not be authorized to dispose of the delivery items in any other way, particularly pledging of the goods or security transfer of title shall not be authorized. Despite this assignment in advance, the purchaser shall be authorized to collect any receivables resulting from selling-on of the goods until revoked. The supplier's right of recovery shall remain unaffected.
- 7.3 In case of purchaser's conduct contrary to the terms of contract, particularly delay in payment, the supplier shall be authorized to withdraw the goods and the purchaser shall be obliged to hand them over. Assertion of retention of title or pledging of the delivery item by the supplier shall not be accepted as cancellation of contract.
- 7.4 Any processing or alteration of the delivery items subject to retention of title shall exclusively be carried out by the supplier. Should any of these items be processed with any other items not belonging to the supplier or formed into a joint object, it is agreed that the purchaser grants the supplier joint ownership corresponding to the value ration of the items delivered by the supplier compared to the other items. The same regulation as for items delivered on retention of title applies.

## 8. WARRANTY, LIABILITY FOR DEFECTS

- 8.1 Playgrounds are performed and certified to be in compliance with EN1176 or ASTM by Nordic Playground Institute.
- Defect parts due to manufacturing or material defects will be replaced or repaired free of charge within 5 years from delivery.
- 8.2 The warranty does not cover in case the product has not been maintained according to instructions in the maintenance manual provided by MONSTRUM latest at handover.
- Wood is a natural material, some cracks, splits or resin flux due to weather and season changes must be expected and does not affect the structural integrity. This is not covered by the warranty.
- 8.3 Defect parts or damage due to improper operation, storage, misuse, abuse, wear, tear or vandalism are excluded from warranty coverage.
- 8.4 It is in our sole discretion to provide the specific kind of warranty service, to resolve any flaws in material or production by providing replacement or remedy of the affected parts. This applies particularly to warranty work where any remedy work required is economically out of proportion to the journey required. In such cases, the supplier may assign remedy of the defect to the purchaser by sending the appropriate material. This does not apply to any work which may not be carried out competently by the purchaser due to special expertise required (such as welding or alteration).
- 8.5 Warranty shall become void if the delivery item is used incorrectly or changed without prior written consent by us, if the purchaser carries out assembly work incorrectly and such faulty assembly causes any defects or

if the purchaser does not follow the corresponding service notes for maintenance.

8.6 The supplier shall not be obliged to provide remedy for defects as long as the purchaser does not meet their obligations. This applies particularly to any claim for compensation of damages which do not occur directly to the delivery item itself, unless caused by the supplier by gross negligence and intent. Any claims resulting from consequential damage of a deficiency shall be excluded in principle.

## 9. INSURANCE

Supplier will from the Signing Date and throughout the term of this Agreement, at its own cost and expense, maintain or procure the maintenance of the following insurances: Commercial General Liability and Product Liability Insurance.

The insurance covers the Insured present, former and discontinued activities, mainly - but not limited to: Design and production of playgrounds for children.

For Commercial General Liability and Product Liability Insurance the following limit of liability shall apply:  
DKK 20,000,000 per insurance year.

## 10. CONTRACT TERMINATION

- 10.1 The purchaser is entitled to withdraw from the contract if the supplier is unable to carry out complete delivery prior to transfer of risk - with the exception of conditions covered under article 3 - or if the supplier fails to meet an adequately extended deadline for repair or replacement of items with regard to a defect within their responsibility.
- 10.2 Should any information on negative liquidity of the purchaser become known subsequently, which indicate a significantly worsened financial situation, the supplier shall be authorized to hold back deliveries that have not been paid for and to terminate the contract upon fixing of an appropriate period without prejudice of any right of return of the goods delivered subject to retention of title.

## 11. PICTURE AND PHOTO RIGHTS.

The supplier shall have the right to photograph the installed and finished playground. The supplier may exercise that right at no cost and in an unlimited way. This shall also apply to any products designed according to the purchaser's requirements.

## 12. DATA CONFIDENTIALITY

The supplier shall be entitled to save and process any data referring the business relationship with the purchaser in accordance with the GDPR.

## 13. MISCELLANEOUS PROVISIONS

- 13.1 In case any one or more of the provisions shall be deemed to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, or portions of provisions, contained herein shall not be in any way affected or impaired thereby. They shall be replaced by valid provisions as close as possible to the intended purpose.
- 13.2 The supplier undertakes to support the purchaser in the prevention of plagiarism and any other forms infringing on our current proprietary right, copy right and know-how right to the best of our knowledge.
- 13.3 Any verbal agreements have to be confirmed in written form by both parties in order to become effective.

## 14 GOVERNING LAW

This agreement shall be interpreted under the laws of Denmark and any dispute shall be solved by the Maritime and Commercial Court in Copenhagen.

Please return a signed copy of this tender to accept the order. All pages in the tender must be included.  
Please return to email: [post@monstrum.dk](mailto:post@monstrum.dk)

DATE:

PLACE:

DATE:

PLACE:

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MONSTRUM APS

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PURCHASER NAME, TITLE AND SIGNATURE





GRUPO MELANGE DE MEXICO, S.A. de C.V.  
Tlaxcala No. 604 Fracc. Moderno  
Aguascalientes, Ags. 20060  
Teléfono: (499) 238 3335  
www.grupomelange.com

FECHA	15/12/2020	IMPORTACION	A1
EMPRESA	PARQUE RUFINO TAMA	PESO DE LA MERCANCIA	
CONTACTO	ALICIA QUIROS	VALOR COMERCIAL DE MERCANCIA EUR	122,655.00 €
MERCANCIA	JUEGOS EXTERIORES	INCREMENTABLES EUR	8,100.00 €
ADUANA DE DESPACHO	ALTAMIRA	VALOR ADUANA MXP	\$ 3,268,875.00
ENTREGA EN	MONTERREY	VALOR DE DISEÑO Y VIÁTICOS EUR	84,345.00 €
		INVERSIÓN TOTAL EN PUERTO MEXICANO	207,000.00 €
		TIPO DE CAMBIO	\$ 25.00

GASTOS EN ORIGEN			
FLETE RECOLECCION EXW A PUERTO	3,000.00 €		
FLETE MARÍTIMO	5,000.00 €	PESOS MEXICANOS	
EUR1	100.00 €	TOTAL IMPUESTOS	\$ 202,500.00
	8,100.00 €		

IMPUESTOS			
ADVALOREM	0%	\$ -	
PREVALIDACION		\$ 500.00	
DTA (EXENTO C/EUR1)	0.8%	\$ -	
IVA	16.0%	\$ 523,100.00	
		PESOS MEXICANOS	
		TOTAL IMPUESTOS	\$ 523,600.00

GASTOS AGENCIA ADUANAL			
HONORARIOS AA	\$ 8,000.00		
COMPLEMENTARIOS	\$ 3,000.00		
MANIOBRAS (Aproximado)	\$ 25,000.00		
PREVIO	\$ 3,000.00		
LAVADO	\$ 2,000.00		
ENTREGA DE VACIOS	\$ 3,000.00		
RECONOCIMIENTO ADUANERO			
		MAS IVA	
		TOTAL GASTOS AA	\$ 44,000.00

OTROS GASTOS			
FLETE ALTAMIRA - MTY	\$ 19,000.00		
COSTO GESTION ETIQUETADO	\$ 18,000.00	*Incremento debido a las Normas de Etiquetado de Seguridad	
GASTOS DOBLE FACTURACIÓN	\$ 15,000.00		
HONORARIOS GMM (1000USD)	\$ 21,000.00		
		MAS IVA	
		TOTAL OTROS GASTOS	\$ 73,000.00

TOTAL GASTOS LOGISTICOS	\$ 319,500.00
TOTAL IMPUESTOS	\$ 523,600.00
TOTAL	\$ 843,100.00
IVA	\$ 18,720.00
TOTAL DE COTIZACIÓN	\$ 861,820.00

NOTA:  
LOS IMPUESTOS SON APROXIMADOS HASTA VER LA MERCANCIA FISICAMENTE  
SI REQUIERE SEGURO, EL COSTO ES DE 0.6% SOBRE EL VALOR FACTURA  
SI LA MERCANCIA NO ES ASEGURADA, VIAJA POR CUENTA Y RIESGO DEL CLIENTE  
EL T.C. PUEDE TENER VARIACION DE ACUERDO A LA ENTRADA DE LA MERCANCIA A TERRITORIO MEXICANO  
LOS GASTOS A TERCEROS SON APROXIMADOS.