

GENERAL CONDITIONS

1. GENERAL PROVISIONS

1.1. With the issuance of the shipping documents (Certificate of Receipt -FCR-, Certificate of Transport -FCT- and Transit Contract -CT-), the Freight Forwarder certifies that it has received the goods mentioned therein in order to send them to their recipient in the form and in accordance with the instructions received.

1.2. If there are no specific instructions, the Freight Forwarder may choose the routes, means and modes of transport that, in its opinion, are the most appropriate to carry out the transport and/or delivery of the goods, in the best conditions.

1.3. The goods will always be dispatched at the expense and risk of the sender and/or consignee and the insurance will be covered only in accordance with the instructions received from them in writing, as provided for in Article 6 of the Convention on International Transport of 16 May 1956 (CMR) and Article 10 of Law 15/2009, of 11 November.

1.4. In any case, the goods will be received, dispatched, re-shipped, transported, shipped, stored, handled, delivered and, where appropriate, insured, according to the terms, conditions and limitations of those to whom the Freight Forwarder entrusts the material execution of each of these operations.

1.5. If the consignee or consignee does not take charge of all or part of the goods upon arrival, they will be deposited at the expense and risk of the sender or whoever corresponds, subject to the provisions of Law 15/2009 of 11 November.

1.6. Storage shall be carried out in official places, enclosures or warehouses in ports, stations and airports or in others, public or private, legally established or authorized to transport companies, freight forwarders or companies dedicated to storage.

2. TRANSPORT DOCUMENTATION.

The Consignment Notes or Bills of Lading corresponding to the effective execution of all or part of the transport will be available during their full validity. They will always be established by companies or companies, which are subject to the international agreements in force and in accordance with the terms of said agreements. If this is not possible in any part of the journey, it will be contracted with others that enjoy recognition or legal status as national or international carriers, as appropriate.

3. DESCRIPTION OF GOODS AND PACKING.

3.1. The Freight Forwarder is guaranteed the accuracy of the declaration of the goods with regard to their characteristics, description, marks, numbers, quantity, weight and volume, and the sender and/or recipient shall be liable for any losses, damages, breakdowns and/or penalties that may be caused to third parties by the inaccuracy of the aforementioned data, as well as those derived from improper packaging, defective, or misused that causes damage or harm to the goods or to the handling equipment or means of transport, even when such inaccuracies or deficiencies appear in operations not directly executed by the Freight Forwarder, who will also be compensated for the additional expenses caused by such causes.

3.2. The shipper shall be obliged to inform the Freight Forwarder of the dangerous nature of the goods delivered to him for transport, and of the precautions to be taken, if any. In the event of omission or insufficient information, the sender will be liable for the damage caused by the goods, and the Freight Forwarder will be entitled to reimburse for the costs caused for this reason and will be exempt from any liability if the goods have to be unloaded, destroyed or neutralized, as the circumstances require and without compensation.

4. EXTENT AND LIMITS OF LIABILITY.

4.1. The Freight Forwarder is liable for damages resulting from loss, damage or delay in delivery if the event causing the damage occurred between the time it took over the goods and the time they were delivered. However, it shall not be liable for facts or acts resulting from or arising from faults or negligence of the sender or recipient; of the vice proper to things; strikes, lock-outs or other labour disputes affecting work; or any other cause that the Freight Forwarder could not have avoided through the use of reasonable diligence.

4.2. It shall not be liable for compliance with instructions given after the issuance of the issuance documents, as well as for any contingencies arising from such subsequent instructions.

4.3.1. The liability of the Freight Forwarder, for its own acts, is limited to a maximum of 8.33 SDRs per kilogram gross weight of lost or damaged goods.

4.3.2. If the Freight Forwarder is liable for damages resulting from delay in delivery, or for any indirect loss or damage other than loss of or damage to the goods, its liability shall be limited to a sum not exceeding the equivalent of the remuneration payable under the contract concluded with the Freight Forwarder.

4.3.3. The cumulative liability of the Freight Forwarder shall not exceed the limits of liability for the total loss of the goods.

4.3.4. These limitations shall apply to all claims against the Freight Forwarder, regardless of whether the claim is based on contractual or non-contractual liability.

4.3.5. Special Drawing Rights (SDRs) means the unit of account as defined by the International Monetary Fund.

4.4. When the liability derives from facts or acts occurring during the execution of the transport, if the Freight Forwarder is to be subrogated thereto, in no case may it exceed that assumed by the railway, navigation, air transport, road transport companies, warehouse companies, or any intermediary involved in the course of the transport, in accordance with the international regulations and conventions in force

5. PRICE OF CONTRACTED SERVICES.

5.1. The transport and other services subject to the activity of the Freight Forwarders are understood to have been contracted in accordance with the rates in force at the time of contracting and within the limits provided therein. If there are no tariffs, the contract will be made at the usual or market prices corresponding to the place where it is made. Any additional expenses incurred as a result of events or circumstances subsequent to the date of contracting or, where applicable, to the date of issuance of the issuance documents, will be borne by the users, provided that they are duly justified and are not due to the fault or negligence of any of those who have been involved in the provision of the contracted services.

5.2. The payment of any expenses and services provided by the Freight Forwarder will be made in cash, except for special conditions previously agreed. However, in accordance with Law 3/2004 of 29 December, which establishes measures to combat late payment in commercial transactions, payment terms may not exceed 60 calendar days.

6. NOTICE AND STATUTE OF LIMITATIONS.

6.1. Actions for losses, breakdowns or delays shall be in accordance with the provisions of the Agreement of 19 May 1956 and Law 15/2009 of 11 November.

6.2. In the case of losses, breakdowns or delays occurring in the physical execution of the transport, the protests and reservations must be formulated in the terms and conditions indicated in the international conventions that regulate the mode of transport in question.

6.3. All actions relating to the services provided by the Freight Forwarder are time-barred one year from the delivery of the goods to the consignee or from the day on which they should have been delivered. However, in the case of intent or misconduct equivalent to intent, the statute of limitations is three years.

The statute of limitations runs:

(a) In the event of partial loss, damage or default from the day on which the goods were delivered.

(b) In the case of total loss, thirty days after the expiry of the agreed period, or, if there is no such period, sixty days after the carrier took over the goods;

(c) In all other cases, after the expiry of a period of three months from the conclusion of the contract of carriage

2. A written complaint interrupts the limitation period until the day on which the carrier rejects the complaint in writing and returns the documents accompanying the complaint. Subsequent claims having the same subject matter do not interrupt the statute of limitations.

7. JURISDICTION.

The sender and/or recipient expressly submit to the jurisdiction and competence of the courts of the place of performance of the obligation. However, when the dispute does not exceed 15,000 euros, it will be understood that there is an agreement to submit to arbitration by the Transport Arbitration Boards of the Freight Forwarder's domicile, as provided for in article 38 of the Land Transport Regulations.