



GENERAL TERMS AND CONDITIONS

FIRST - GENERAL PROVISIONS.

- 1.1. - The forwarder will issue the shipping documents to prove the goods have been received in order to send them, to the receivers by means of a third party. These documents will be issued according to the given instructions to the forwarder with enough time.
- 1.2. - The forwarder will be able to choose the routes, ways and means of transport if there weren't specific instructions to carry out the transport and delivering the goods properly.
- 1.3. - The goods will be shipped off under the account and risk of the shipper and/or receiver. The forwarder doesn't become to assure the goods at any risk if written express instructions haven't been given to him previously.
- 1.4. - If the forwarder has received instructions to insure the transport without specific risks to insure, he will decide the proper insure for the goods.

SECOND - GOODS AND PACKING DESCRIPTION.

- 2.1. - The shipper/receiver will guarantee to the forwarder the goods declaration, according to their characteristics description, marks, numbers, quantity, weight, capacity. The shipper/receiver will carry out with any damage which might occur to a third party if the given information weren't true or even the packing weren't properly and could cause any prejudice to the operations, to the equipment or to the means of transport. The forwarder will be compensated with the additional expenses. The shipper/receiver will be responsible of the changed overweight, especially in containers, so the forwarder will be able to get lighter the container or to book any other ones which would be needed in order to distribute the overweight.
- 2.2. - The shipper must inform in writing about dangerous goods and about the taken precautions according to the international laws (ADR) . If this information weren't given, the loader would be responsible to the detriment of the cargo. The forwarder will be paid back for the caused expenses, moreover the forwarder will be exempted from any responsibility if the goods had to be discharged, destroyed or neutralized, according to the circumstances. The forwarder will be also exempted from paying any compensation which would be generated.
- 2.3. - The forwarder will reserve the admission of any goods if these ones are considered dangerous or they aren't well wrapped or they are out of laws.

THIRD - SERVICES PAYMENT AND FORWARDER EXPENSES.

- 3.1. - The payment to the forwarder for the service will be in cash, except special signed conditions previously by both parts.



- 3.2. - Any additional goods expenses will be by account of the contracting party.
- 3.3. - Any circumstance which takes place some additional expenses after the contracted date or after the shipping documents were emitted will be by account of the contracting party.
- 3.4. - The forwarder will be compensated for any general average claimed which takes place by the contracting party. The contracting party must give all the guarantees that the forwarder requests him.
- 3.5. - The final expenses for the forwarder services, will be the sum up of the whole concepts of any given operation and service to the value market.
- 3.6. - The sums which aren't paid at the payment due will be beared interest in favour of the forwarder.
- 3.7. - The forwarder will have a right to retain any goods to compensate any expense as remuneration, carriage, freights, or any other ones according to the received instructions from the contracting party.

FOURTH – TO CARRY OUT SHIPPING ORDER.

- 4.1. - If there were any problem to deliver the goods after their arrival, the forwarder will ask the contracting party for instructions.
- 4.2. - The forwarder will sell the goods without any instruction from the right party if the goods were perished, just because the custody expenses were too high according to the goods value. In other situation the forwarder will be able to sell them if they have not received contrary instructions, into a reasonable period of time, from who can dispose of them.

FIFTH – FORWARDER'S RESPONSIBILITY.

- 5.1. - The forwarder will be able to contract the transport with a third party, under their own name or under the contracting party. If the forwarder has not received any instructions about the way of contracting the transport. The forwarder will process to contract it under the contracting party name.
- 5.2. - If the forwarder has contracted the transport under the contracting party name and there would be brought an action for damage, failure or delays because of the transport. The only responsible of this action will be the third contracted party by the forwarder under the contracting party name.
- 5.3. - If the forwarder has contracted the transport with a third party under their own name, their responsibility, for any transport complain would never be able to exceed the ones which are assumed by the involved transport firms, according to the international regulations and agreements. This responsibility will be for contractual and extra-contractual actions.
- 5.4. - Going on above point, the shipper/receiver must put an action in because of transport problems solidarity to the forwarder and the mediated transport firm which has caused damage, failure or delays or directly to a third party contracted by the forwarder.



5.5. - Anyway to the forwarder will be able to prevail from many exceptions and limits to the responsibility quantum from Spanish regulations and international agreements applied in Spain.

5.6. - If it would be impossible to decide in which operation state has been caused the damage or failure, the responsibility, the exceptions and limits to the forwarder responsibility quantum will be decided according to the applied regulation to the main operation stage.

5.7. - The forwarder will not be responsible of the execution of the instructions which have been given after the shipped document has been emitted nor any problem close to these instructions.

5.8. - If the forwarder has carried out all given instructions by the contracting party, he will be exempted from any responsibility.

5.9. - The forwarder will not be responsible of any acts of negligence by shipper/receiver, no cargo defects, nor delays, closes or any labour dispute which affects to the work, nor any event which takes place and the forwarder wasn't able to avoid.

5.10. - The forwarder will not accept any claim if they have not been made in time according to the regulations.

SIXTH - LAW AND JURISDICTION

Any claim or dispute related to damage of goods, faults or delay arising out of the transport contracted through the Forwarder shall be governed by the Courts and applicable law as provided by the bill of lading or transport document issued by the relevant effective carrier to the exclusion of the jurisdiction of any other Courts. The shipper/receiver expressly agrees to this jurisdiction and applicable law provision, to the exclusion of any other claimed jurisdiction or applicable law.

By receiving these general conditions, the shipper/receiver expressly accepts the submission to the Court and applicable law as stated in this clause.