



GENERAL TERMS AND CONDITIONS FOR THE TRANSPORT OF GOODS

The present General Terms and Conditions are available to our Clients both at our offices and our website www.transglobal.es.

1.- SCOPE OF APPLICATION.-

The present General Terms and Conditions and Conditions shall apply to all freight forwarding services rendered by Transformaciones Globales, S.L. (TRANSGLOBAL, S.L.) with registered address at Muelle de Guixar s/n, edificio TERMAVI, apartado 80, 36201 – Vigo, Spain (hereinafter referred to as "TRANSGLOBAL" or the "Freight Forwarder") and C.I.F. A-82303769, regardless of the means used to request said services (whether by telephone, fax, email or by any other means). The foregoing without prejudice to all multimodal transport contracts expressly indicating to be under the FIATA (International Federation of Freight Forwarders Associations) General Terms and Conditions and Conditions.

2.- DEFINITIONS.-

"Freight Forwarder".- TRANSGLOBAL's activity is that of a Freight Forwarder, which mainly consists of organizing the shipping of goods and other activities related to said shipment. To execute shipment TRANSGLOBAL may use any type of transport means and any subagents, which may be hired on behalf of and at the expense of the Client.

"Client".- Any person that contracts the services of the Freight Forwarder and is therefore bound to pay for said services. In case that two separate entities are involved (one hiring the services and the other paying for them), both shall be, always and in any event, jointly and severally liable for payment in full of services rendered by TRANSGLOBAL.

3.- CONSENT.-

The Client expressly agrees to submit any transport service contracted from the Freight Forwarder to present General Terms and Conditions, even in those cases where the service request makes no specific reference to said General Terms and Conditions.

The General Terms and Conditions shall be mentioned in Freight Forwarder's offers or proposals, and its contents shall be made available to the Client at all times as previously expressed.

The Client equally agrees to make available to any third parties hired by him/herself the existence, effect, validity and consent of the present General Terms and Conditions.

In case of non-acceptance of the present General Terms and Conditions by the Client, he/she must expressly and clearly notify their rejection in writing to Freight Forwarder immediately after receiving the first offer or proposal. After seven days following receipt without any express statement to the contrary, the General Terms and Conditions shall be considered lawfully included into the contractual relationship between the parties.

4.- GENERAL CLIENT OBLIGATIONS.-

4.1.- The Client shall pay the Freight Forwarder the price for all services rendered according to the Terms and Conditions contained in the offer or proposal. In case of delay in payment, the Client will be liable to pay the Freight Forwarder an interest on arrears equal to current legal interest rates, increased by two percentage points. Additionally, the Client shall bear any and all damages incurred by the Freight Forwarder or his agents due to such delay, including possible costs due to exchange rate fluctuations, banking fees borne and any other economic damages suffered due to said reason. The Client hereby expressly waives any right of retention or redress on amounts due to the Freight Forwarder.

4.2.- The Client guarantees the Freight Forwarder the following:

- The accuracy of any goods declaration concerning their characteristics, description, brands, number, quantity, weight and volume.



- The suitability and adequacy of said goods and their packaging for the correct execution of the contracted service.
- The warning, where applicable, of the flammable, explosive or dangerous nature of the goods, and the delivery of the relevant safety sheet for such goods. The Client and/or sender shall be solely liable for the compliance with any and all regulations in force regarding packaging, documentation, brands, bills of lading and any other requirement necessary for shipping said goods.
- Prompt compliance with prior information requirements and necessary documents for export and/or import of goods to the country of destination, as may be required by the competent authorities at any time.

In any event, the Client shall be liable for all losses, damages, faults, penalties and/or expenses incurred by Freight Forwarder or any third party as a result of any omissions, inaccuracies or delays in the information given by the Client and/or of defective or inadequate packaging, expressly including in this case any extra costs generated by the need to reorganize or redesign the contracted services.

Additionally, the Freight Forwarder reserves its right to perform any relevant or necessary reservations at goods receipt. In case of omission or insufficient information, the Freight Forwarder, prior to unloading and according to circumstances, will be entitled to unload, destroy or neutralize the goods, remaining exempt from any liability for the above reason. In such cases, the Client or the recipient of the goods shall have no right to compensation under this concept.

5.- GENERAL FREIGHT FORWARDER OBLIGATIONS.-

5.1.- Freight Forwarder undertakes to organize shipping, handling, hauling and storage of goods placed in its care at its own discretion, in the manner he sees fit with due diligence, unless express instructed by the Client with regard to the organization of any of the above mentioned services.

5.2.- For the purpose of organizing the above mentioned services (in paragraph 5.1), and except otherwise instructed by the Client, the Freight Forwarder shall be free to appoint and subcontract third parties to act as freight forwarders, carriers, warehouse operators, customs agents and any other figure required for the shipment, warehousing, handling and delivery of goods, all of which shall be considered independent agents of the Freight Forwarder. The Freight Forwarder will subcontract, whenever possible, said provision of services from companies that submit to the International Treaties in force.

The goods will be entrusted to said third parties subject to the present Terms and Conditions, such as liability limitations for loss, damages, costs or delay in delivery, established in the waybills, bills of lading and receipts issued by freight forwarders, shippers, warehouse operators and others.

6.- LIMITATION OF LIABILITY.-

TRANSGLOBAL will only be liable before the client or any third party concerning losses and/or damages to goods which arise from a breach of their contractual obligations. In any case, said liability, as any other arising from delay in delivery of goods, shall be limited to the amounts resulting from applying the limitations of freight forwarder's liability established by the relevant regulations in each particular case according to each transport mode, and the sum of all liabilities shall never exceed the total value of the goods.

Current regulations that apply to each transport mode are the following:

- Domestic sea transport: Maritime Navigation Law 14/2014, dated 24th of July.
- International sea transport: Hague-Visby Rules (International Convention, dated 25th of August 1924, for the unification of certain rules of law relating to bills of lading, as amended by the 1968 and 1979 Protocols).
- Domestic ground transport and multimodal transport: Law 15/2009, dated 11th of November, of contracts for the ground transportation of goods.



- International ground transport: Convention on the Contract for the International Carriage of Goods by Road (CMR), signed in Geneva on the 19th of May, 1956, and its Protocol dated 5th of June, 1978.
- Domestic air transport: Air Traffic Law 48/1960, dated 21st of July, and subsequent amendments.
- International air transport: Convention for the Unification of certain rules for international carriage by air, signed in Montreal on the 28th of May 1999.
- Domestic railway transport: Law 15/2009, dated 11th of November, of contracts for the ground transportation of goods.
- International railway transport: Convention concerning International Carriage by Rail (COTIF) dated 9th of May 1980, and subsequent amendments and protocols.

7.- EXEMPTION FROM LIABILITY

TRANSGLOBAL shall be exempt from any liability whatsoever in those cases where claimed losses and/or damages derive from information given by the Client, or by his/her instructions, or in operations carried out by him/her or by the Client's subcontractors. Additionally, TRANSGLOBAL shall be exempt of any damages and/or losses that take place outside the custodial period undertaken or which originate during operations not carried out by TRANSGLOBAL. Equally, TRANSGLOBAL shall be exempt from any liability in any event of an unpredictable and inevitable nature and/or under "force majeure" (including, but not limited to, cyber attacks, computer virus and/or third party intrusions in the company's IT system) and in any other cases so regulated by the applicable regulations in force in each particular case.

In no case and under no circumstances shall TRANSGLOBAL be held liable for any damages and/or detriment related to loss of profits and/or clients, sanctions, taxes, fees, fines, penalty clauses and/or bound by contract by the client to third parties, depreciation of goods and/or exchange rate fluctuations.

8.- INSURANCE.-

8.1.- The Freight Forwarder shall not insure losses or damages caused to goods during handling, storage or shipping, unless the Client instructs him to do so expressly in writing, in which case the Freight Forwarder will proceed to take out the appropriate insurance on behalf of the Client.

8.2. – In cases where insurance is contracted following the Client's request:

8.2.1. – The terms and conditions of such insurance shall be established in insurance policy agreed upon, which will be available to the Client upon express requirement.

8.2.2.- The Freight Forwarder shall not be held liable in any possible disputes or claims that may arise between the Client and the insurance company as a result of insuring the goods.

8.2.3. – To calculate insurance value, the Client must take into account all costs affecting said goods, including destination costs and delivery of the goods at destination.

9. – CLAIMS.-

9.1.- At delivery of the goods, recipients must verify the conditions of said goods, as well as quantity number and weight of packages, to ensure they correspond to the information consigned on transport documents; and they must immediately report any defect or apparent loss in any part or component to the Freight Forwarder.

9.2.- In the event of any irregularity or loss not observed at delivery by the recipient of the goods, they must notify their reserves to the Freight Forwarder in writing in accordance to the timing, terms and conditions established in the applicable regulations for each transport mode as detailed in above 6th General Term.

9.3.- Deadlines for specific actions against Freight Forwarder shall be those established in the applicable regulations for each transport mode referred to on the 6th General Term.



9.4.- Under no circumstances shall payment due to Freight Forwarder be retained, including costs and expenses, as a result of any complaints or claims derived from reserves performed by the Client concerning alleged losses or damage to the cargo.

10. – RIGHT OF RETENTION.-

Notwithstanding any other reason, the Freight Forwarder has the right -in general and in particular- to retain the cargo belonging to those clients who have failed to pay outstanding debts pertaining to services rendered. The Freight Forwarder shall be entitled to assert this claim by any means appropriate and admissible by law.

The Client shall be held accountable for damages or deterioration suffered by the goods, particularly if they are perishables, due to the exercise of the Freight Forwarder's right of retention or the corresponding notarized file that he or his agents might have had to implement.

In case the cargo is lost or destroyed, the Freight Forwarder shall have the same rights mentioned above concerning any compensation paid by the insurance companies, shipping companies or others.

11.- APPLICABLE LAW AND JURISDICTION.-

Services contracted and/or rendered by TRANSGLOBAL regarding international sea transport are subject to English law, and any controversy arising from or related to them shall be irrevocably resolved by means of arbitration in London.

Any and all services contracted and/or rendered by TRANSGLOBAL, except those under international sea transport, are subject to the applicable regulations in Spanish territory, and any controversy arising from or related to them shall be finally settled by arbitration in law, administered by the CIAM (International Arbitration Center in Madrid) in accordance with the Rules and Regulations in force at time of arbitration. The arbitration language shall be Spanish, and the place of arbitration shall be the city of Madrid.

12. – SEVERANCE.-

These General Terms and Conditions are independent of each other. In case any provision in these General Terms and Conditions should be declared null and void by a judge or an institution with sufficient competence and capacity, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.