

GENERAL CONTRACTING CONDITIONS APPLICABLE TO THE AIR TRANSPORT OF GOODS CARRIED OUT BY SCHENKER LOGISTICS S.A.U. (hereinafter called "SCHENKER")

Important note: These conditions include important terms and conditions of contract applicable to all relationships with SCHENKER LOGISTICS S.A.U. (hereinafter "SCHENKER"), applicable to the air transport of goods performed by or through the intermediation of SCHENKER. Some of which regulate the liability of the contracting parties and the limited liability of SCHENKER. It is important that you read them carefully and resolve any doubts about them before contracting with SCHENKER.

The following contractual conditions shall apply to all individual contracts for the provision of air freight transport and any associated services entered into. SCHENKER is not obliged to conclude any individual agreement. An agreement on the provision of a specific individual transport - regardless of the number of containers/packages involved - shall only be concluded with SCHENKER's confirmation or acceptance of the shipment for transport.

DEFINITIONS

Means:

a) "**Freight Forwarder or Transport Operator**" means SCHENKER, acting in its capacity as freight forwarder, transport operator or logistics operator, specialised in organising, for third parties, the national and international transport of goods

b) "**Shipper**" means the person who, by himself or through his representative, concludes the forwarding contract.

c) "**Consignee**", the person authorized to receive the goods, by himself or through his representative.

d) "**Customer**" means the party who has contracted the services with SCHENKER, as well as the party to whom the quotation, quotation, booking, correspondence, e-mails, the shipper, loader, sender, receiver, consignee or any of their intermediaries, agents or dependants are addressed. The Client is responsible for full payment of the services rendered by SCHENKER under the agreed conditions.

e) "**Goods**" means the items being transported.

1. OBJECT

1.1. - The services provided by SCHENKER are regulated by these General Terms and Conditions or by any other document used in such services. These General Terms and Conditions are fully accepted by the Client when contracting the service, by requesting the service either verbally, by telephone/fax, by e-mail or by any other means of communication between the Client and SCHENKER.

1.2. - Rate valid for general cargo, duly packed and stackable.

2. PAYMENT OF CHARGES

2.1. - All our invoices for any rendered service in Spain (export or import) will be issued in EUR. Rates mentioned in different currency, will be invoiced according to applicable change on the day of shipment.

Not included: Any charge that may occur out of our control and influence: demurrages, customs penalty, special services, inspections, insurance, customs requirements, transshipment, fumigation, courier fees, legalization of documents, or any other concept not detailed.

The established rates may be modified when any circumstances occur which change or alter the basis of the quotation proposal:

1. Inaccuracy or subsequent alteration of the client's indications regarding content, volume and, if applicable, value of the goods object of the service.
2. The performance of transportation in a manner different from that proposed by SCHENKER or the interruption of traffic on the planned routes, when it involves the use of more costly means or routes
3. Delays or delays in the execution of services resulting from natural, political or any other natural phenomena not attributable to SCHENKER

f) "**Carrier**" includes the air carrier issuing this air waybill and all carriers who transport or undertake to transport the cargo or perform any other service in connection with such transport.

g) "**Unit of Cargo**" Each physical unit or piece of unpackaged merchandise, including articles or things of any description and shall include, but not be limited to, a skid, cradle, pallet or unitized load, group or bundle, except goods shipped in bulk, and regardless of the weight or unit of measure used in calculating the Rates.

h) "**Applicable Legislation**", International Conventions, Laws, Regulations or rules of any rank, in force and applicable to the means of transport in question. In particular, Warsaw Convention/Hague Protocol/Montreal Convention, for air transport; as well as Hague Rules/Hague-Visby Rules, for maritime transport; CMR Convention and national legislation, for land transport by road; and CIM, for transport by rail.

i) "**Special Drawing Rights (SDR)**" means the unit of account as defined by the International Monetary Fund.

4. Modification of regulations, conventions, fees, schedules or tariffs.

5. Exchange rate changes.

2.2. - Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements.

3. TRANSPORTATION AND GOODS DOCUMENTATION.

3.1. - Unless the Client is included in SCHENKER's computer system, all consignments shall be accompanied by the relevant instructions, in writing, to SCHENKER, as well as the necessary documentation.

3.2. - SCHENKER shall not be liable for any damages arising from incorrect information, documentation or labelling. The Client understands and agrees that neither SCHENKER nor its agents or representatives have the capacity to check the accuracy of the information referred to in this clause, in particular the condition of the goods, and therefore the information given by the Client to SCHENKER shall be deemed to be true, and in the event of any discrepancy regarding the content of such information, the Client shall be liable, exonerating SCHENKER from all liability

3.3. - The Client guarantees SCHENKER the accuracy of the declaration of the data provided for the shipments, with regard to their nature, characteristics, description, brands, number, quantity, weight and volume etc. Likewise, the Client declares that the goods can be transported by any means and that the packaging is adequate to support the services entrusted, being liable for any inaccuracy in the information provided, as well as

for any deficiency derived from the lack or inadequacy of the packaging, or lashing of the goods inside the containers.

3.4. - The Client undertakes to inform SCHENKER of the dangerous nature or specialty (food, pharma, etc.) of the goods that shall be the object of this agreement, both with regard to transport to storage, handling or other services attached to them. The Client is obliged to clearly and exhaustively detail any possible cargo incompatibilities that may exist in relation to the goods for transport.

3.5. - SCHENKER shall not be liable for the absence of marks, numbers, error in the delivery of the goods due to marks, countermarks, addresses, or numbers, or error or failure to notify the consignee/consignee of the arrival of the goods, nor shall it be liable if the goods are detained by the Customs of the country of origin/destination. If any data in any document, whether it be the contract of sale and/or invoice and/or import license and/or letter of credit and/or data/details of any agreement to which SCHENKER is not a party, appear together with the shipment to be transported, such data are included at the Client's risk. The Client agrees that the inclusion of such data shall not be considered as a declaration of value, and under no circumstances shall it increase the liability of the transport operator.

3.6. - The Client shall give SCHENKER advance notice and inform it, even before the time limits stipulated for ordinary goods, of the inflammable, explosive or dangerous nature of the goods to be transported, stored, handled or distributed and of any precautions to be taken. The Client is obliged to deliver the corresponding safety sheet and to comply with the regulations in force at the time of transport, storage or distribution.

3.7. - The Client is aware that shipments to the United States are subject to strict control requirements, even more than those mentioned in the previous terms, being the Client and/or exporter responsible for the proper use of the product, its classification, licenses, as well as the corresponding export requirements. The requirements of previous information and necessary documentation that are required in each moment are exclusive responsibility of the Client/ shipper/charger. Documentation of any nature required by the US authorities must be equally truthful, complete, accurate and sent to SCHENKER in a timely manner.

3.8. - **Transport Documentation:** The contracted transport shall be covered by a waybill, delivery note, etc. issued by SCHENKER or its agents, which shall be in accordance with and in accordance with applicable national regulations and international conventions, and whose clauses shall be applicable between SCHENKER and the Client. If there is any discrepancy between such documents and these General Terms and Conditions or if there is any discrepancy, the following shall take precedence in the following order: firstly, the waybill; secondly, these General Terms and Conditions; and thirdly, any other transport document used, if applicable.

4. ACCEPTANCE OF CARGO FOR CARRIAGE:

4.1.- Packaging and labeling of the cargo; declaration of value

- a) The consignor shall package the cargo for safe carriage by air in a manner suitable to protect it against loss, damage or deterioration and preventing personal injury or damage to property. Consignments at risk from robbery or theft shall be neutrally packaged without indication of their contents. Each packing unit must bear the name and full postal address of both consignor and consignee in a legible and permanent manner and it must be marked with the necessary information for the carriage.
- b) Hazardous materials must be marked as such in accordance with applicable laws and regulations. If accepted for carriage, the consignor shall send

hazardous materials as well as valuable cargo or live animals by the carriage form provided for the carriage of such cargo by the carrier, including the surcharge published for such case.

- c) Temperature-sensitive cargo- including but not limited to pharmaceuticals-must be packaged in accordance with the special characteristics of the cargo and in a way that guarantees adequate protection against heat, which could potentially damage the cargo. This includes sending the cargo in sufficient transport containers (e.g. cool containers)- where appropriate for an additional fee- and in sufficient means of transportation. The provision of specific transport containers by the carrier shall not affect the applicability of any international conventions.
- d) With regard to each handing over of cargo for carriage, the consignor may state (particularly declare) its interest in delivery to the place of destination in figures and to pay the requested surcharge.
- e) In the event of cash on delivery consignments, the consignor shall legibly write the letters "C.O.D." on each individual packing item, in addition to the names and addresses of both consignor and consignee.

4.2.- **Permissible Cargo:** Subject to the availability of suitable facilities and space, the carrier shall carry general merchandise and other goods, commodities and products of all kinds, unless carriage of the same is expressly excluded or unreasonable for the carrier, provided, however, that

- The respective carriage does not violate any law (e.g. any provisions regarding embargos or export control); in particular the carriage shall not be prohibited by the laws or any provision of a country from which, to which or through which the flight takes place.
- The necessary approvals by public authorities for the entry, exit or transit of the cargo must be issued before the beginning of carriage and must be presented to the carrier; the same applies for official notification.
- The cargo must be packaged in a manner suitable for carriage by air.
- The cargo must be accompanied by the required shipping documents, the cargo must not endanger the aircraft, the safety of the flight, persons or objects or cause annoyance of passengers.

4.3.- **Cargo admitted only under specific provisions:** Consignments specified in the applicable regulations of the carrier- e.g. in particular without limitation live animals, perishables, temperature-sensitive cargo such as pharmaceuticals are accepted only at the conditions provided for therein.

4.4.- **Responsibility for non-compliance with the conditions for cargo admitted subject to restrictions:** The consignor is contractually obliged to comply with the provisions set out in Art. 4.2 and to refrain from handing over cargo to be carried by carrier which is not in compliance with these aforementioned provisions. He is liable to the carrier for all breaches of these obligations, in particular for damages, delays, penalties which arise from such breaches. He indemnifies and holds the carrier harmless from any and all claims of third parties, including necessary costs for legal defense.

4.5.- **Cancellation of carriage:** Schenker and or the carrier may without liability on its part cancel the carriage of a

consignment if the consignor despite demand of payment and after unsuccessful expiry of an appropriate grace period refuses to settle the freight rate or a requested part thereof.

4.6.- Right of Inspection: The carrier is entitled but not obliged to inspect the contents of all consignments.

5. LIABILITY.

5.1. - SCHENKER's liability shall be determined by the national or international legislation applicable by virtue of the mode of transport or service contracted.

5.2. - As Forwarder, Transport Agent or Logistic Operator, SCHENKER shall be responsible for the organization of the transport and liable for the breach of its contractual obligations, in the cases and circumstances and only during the period of responsibility provided for in national legislation and applicable International Conventions, and always under the same circumstances and occupying the same position as if it were the actual carrier. SCHENKER's liability for damages resulting from loss or damage to the goods occurring between the time the transport operator accepts custody of the goods (time when he took over the goods) and the time SCHENKER delivers the goods to their destination shall be determined in accordance with the national and international legislation in force governing ocean, air, land and rail transport. In no case shall it exceed the responsibility assumed towards it by the shipping, air, road transport companies or any other intermediary, including bonded warehouses intervening in the course of transport.

5.3. - SCHENKER shall not assume any liability for loss or damage to the goods, if such loss or damage arises prior to acceptance by SCHENKER or after SCHENKER has delivered the goods to their destination. Without prejudice to the foregoing, if a mandatory applicable law provides otherwise, SCHENKER shall have the benefit of all rights, defenses, limitations and freedom established by the law in force in the matter at the time of the conclusion of the contract. Nor shall SCHENKER be liable for compliance with instructions given by the Client after the issue of the shipping or transport documents, or for any eventuality arising from instructions given subsequently by the Client, and/or where applicable its agents or representatives, the shipper or consignor. Under no circumstances shall SCHENKER be liable for loss of profit, consequential or indirect damage, loss of business or Clients, commercial loss or punitive interest. Furthermore, SCHENKER shall not be liable for interruption of production, business or sale resulting from delay, loss, theft or damage to goods.

6. LIMITATION OF LIABILITY.

6.1.- **General:** The scope of the carrier's liability depends on the regulations and limitations established by the Convention applicable to the respective carriage, or by the national or international laws applicable to the respective carriage. Unless otherwise provided for by the applicable Convention or law to the benefit of the rightful claimant, the following shall apply.

6.2.- Limitation of liability in respect of total amounts: Unless otherwise provided for to the advantage of claimant by the applicable Convention or by law, the following shall apply: The carrier is liable for destroyed, lost, damaged or delayed cargo only up to an amount of 22 Special Drawing Rights (SDR) per Kilogram.

6.3.- The limitations of liability in respect of total amounts do not apply if the consignor has made, at the time when the cargo was handed over, a special declaration of interest in delivery at destination and has paid the requested subcharge. In that case, the carrier shall pay a compensation for destruction, loss, damage or delay up to the amount of the declared value, unless it proves that the sum is higher than the consignor's actual interest in delivery at destination. All compensation requests are subject to proof of value.

6.4.- **Partial delivery:** If the consignee or any other person entitled to take delivery is not delivered the entire consignment but only part thereof or if any part of a consignment is damaged, destroyed, lost or delayed, only the total weight of the packages concerned is relevant for the establishment of the amount for which the carrier is liable (within the scope of application of the Warsaw Convention of 1929 only the total weight of the contents concerned), without any consideration of the value of the partial consignment or its contents.

6.5.- All claims relating to a consignment may be asserted only as an integrative claim, all damage in connection with the consignment is compensated for upon settlement of such integrative claim.

7. PERIODS FOR COMPENSATION CLAIMS AND LEGAL ACTIONS.

7.1.- Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.

7.2.- If a rightful claimant intends to assert claims for compensation due to damage or delay, the consignee must without undue delay inform the carrier by notification with sufficient description of the cargo concerned, the approximate time of damage and the details of the claim, in any event within 14 days (7 days within the scope of application of the Warsaw Convention of 1929) after acceptance of the cargo, and in the event of delay within 21 days (14 days within the scope of application of the Warsaw Convention of 1929) after the cargo was made available to the consignee. A notification of the handling company is not sufficient unless a respective authorization has been given. The notification must be given in writing. In the case of non-delivery of the cargo the claim should be brought within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.

7.3.- If the consignee fails to comply with the notification period, any action against the carrier shall be excluded.

7.4.- All claims for damages against the carrier expire unless action for damages is brought within a preclusive period of two years, if the convention is applicable. If the convention does not apply to the carriage, the preclusive periods or statutes of limitations according to the respective national laws shall apply. The period commences on the day on which the aircraft arrived or should have arrived at the location of destination or on which the carriage was discontinued.

7.5.- If the carrier grants compensation despite failure to comply with the notification period or period of filing action, this shall with regard to any additionally asserted claims not constitute any waiver on the part of the carrier to its right to invoke the failure to observe the time limits.

8. INSURANCE.

8.1.- The goods shall always travel at the risk and expense of the Client. SCHENKER shall not insure any goods on behalf of the shipper unless expressly requested in writing, acceptance of the risk by the insurer and payment of the corresponding premium. Such insurance shall require a prior declaration of value in accordance with the interest to be insured and acceptance of the risk by the insurer. The Client will be the only responsible for the accuracy and veracity of the data for the contracting of the policy, having to assume the consequences of possible inaccuracies, such as situations of under-insurance or exclusions from coverage. The cases of contracting said policy shall be governed by the insurance contract signed, SCHENKER being a mere policyholder.

9. FORCE MAJEURE

9.1. - In the event that any of the Parties does not comply, in whole or in part, with the obligations arising from this Agreement due to the occurrence of an event of force majeure, the defaulting Party shall not be liable for the failure to comply with such obligations during the period in which the force majeure event subsists, nor for any consequences resulting therefrom. Exemption from obligations under this Agreement arising from force majeure events shall be limited to the period during which the effects of the force majeure events would subsist. The Parties shall make their best efforts to minimize the consequences arising from the various force majeure events, namely to reduce the consequences of any delay or inconvenience incurred. For the purposes of this Stipulation, force majeure shall be considered any event beyond the control of the Parties, including, among others, natural disasters, floods, pandemics, war, strikes, lockout, or any other similar event.

9.2. - In the event of an event of force majeure, the affected Party shall notify the other Party in writing immediately. Such written notice shall include a detailed description of the force majeure event and the reasons for the delay or failure to perform obligations under this Framework Agreement. In no event shall SCHENKER be liable for any facts or acts resulting from or arising out of omissions or negligence of the shipper/shipper or consignee/consignee, its own defect or the nature of the goods/goods, loss, spillage or ordinary wear and tear, delay, or any other cause beyond SCHENKER's control and which could not have been avoided by the transport operator or the consequences of which SCHENKER could not have avoided despite its best efforts.

10. APPLICABLE LAW AND JURISDICTION.

10.1. Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.

10.2. - To the extent, not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:

- Applicable laws and government regulations
- Provisions contained in the air waybill, Carrier's conditions of Carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part thereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's condition of carriage.

11.- AGREED STOPPING PLACES

11.1.- The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation

12. CODE OF CONDUCT.

12.1. - SCHENKER, as a company belonging to the group of Deutsche Bahn AG, shall comply with all principles of transparency, responsibility, truthfulness and honesty, all within the framework of national and international regulations for the prevention of criminal risks. The corporate ethical principles are available at the following address: <https://www.deutschebahn.com/en/group/compliance>

13. PERSONAL DATA PROTECTION.

13.1. SCHENKER Logistics, S.A.U. with CIF A08363541, with address in C/4, nº 57-61, Sector C, Zona Franca, 08040 Barcelona and e-mail lopd.spain@dbschenker.com, as responsible for the treatment, informs the interested party that the personal data provided is collected with the purpose of managing the administrative tasks of the relationship that links us, as well as sending information about our services. The personal data provided will be kept for the duration of the contractual relationship, and once the aforementioned relationship ends, it will be kept blocked for the time legally established, before its destruction. We inform you that your data may be passed on to other companies of the DB SCHENKER group for reasons related to the provision of the service, for which reason it may be transferred to countries outside the European Economic Area. For security reasons, you agree that your data may be screened by SCHENKER in lists of denied parties published by the Government Agencies authorized for this purpose. The interested party may exercise their rights of access, rectification, cancellation, opposition, limitation and portability:

- By writing to SCHENKER C/4 nº57-61 Sector C Zona Franca, 08040 Barcelona, reference "Data Protection".
- By e-mail to the address lopd.spain@dbschenker.com with the subject "Data Protection".

13.2. - If you consider that your rights have not been properly attended to, you have the right to file a complaint with the Spanish Data Protection Agency.

14. COMPLIANCE WITH TRADE REGULATIONS

14.1. - SCHENKER and the Client agree that the export, import and re-export of goods shall be subject to the trade laws and regulations validly promulgated by the competent authority (hereinafter referred to as the "Trade Regulations"), which shall include, inter alia, the United States and European export laws and regulations. Each Party represents and warrants that, in carrying out its obligations, it will at all times observe all Trade Regulations applicable to it, which may include, but are not limited to, licensing requirements and screening of restricted portions in connection with export, customs, import and local activities.

14.2. - The Client shall be responsible for determining whether or not the goods are subject to the Trade Regulations and shall ensure that all applicable Trade Regulations are observed at all times. The Client shall obtain all necessary permits, authorizations, approvals and/or waivers thereof. With respect to Services in countries on which the United States has (or may in the future) impose embargoes, Client specifically confirms that (i) such shipments do not contain products of U.S. origin or products with U.S. content, except in accordance with the appropriate authorization issued by the appropriate U.S. government authorities, and (ii) such shipments and/or any related services to such countries are not connected to the United States, except where such shipments and/or services are authorized by the appropriate U.S. authorities.

11.3. - The Client shall provide SCHENKER with all relevant information that SCHENKER may reasonably request to verify compliance with the Trade Regulations, such as copies of authorizations, end-user certificates or documentation from the country of origin, where not already provided. The Client shall ensure that all information provided to SCHENKER and/or contained in export or import declarations is complete and accurate, in line with applicable administrative requirements.

14.3. - SCHENKER shall be entitled to suspend the provision of the Services without prior notice and without incurring any liability in the event that new Trade Regulations are enacted, or are amended or reinstated, and/or in the event that SCHENKER's bank refuses to process payments and/or blocks payments

linked to certain countries for such reason. The dispatch of bills of exchange the export of which is regulated shall be dependent upon the Client providing sufficient details and/or a confirmation clearly stating that the goods in question are authorized for export and that either no export license is required or that it already has such a license; otherwise SCHENKER shall be entitled to suspend the dispatch. The Client acknowledges that SCHENKER is not obliged to and shall not provide services in connection with goods intended for internal repression, goods subject to the US International Traffic in Arms Regulations (ITAR) and/or military material, unless it is expressly agreed in writing and guaranteed that such goods have not been and shall not be delivered to SCHENKER for the provision of services unless there is an express agreement in writing, signed by SCHENKER 's and the Client's authorized representatives,

16.- SEVERABILITY CLAUSE

16.1.- If for any reason any provision of these terms and conditions, or any part thereof, shall be declared void, invalid or unenforceable by a judge or institution of sufficient competence and capacity, the remaining provisions of these terms and conditions shall remain in full force and effect.

16.2.- Judge or institution of sufficient competence and capacity, the remaining clauses of conditions shall remain in full force and effect and enforceable.

whereby SCHENKER accepts the provision of services in connection with such goods.

15. ANTITERRORISM AND RESTRICTIONS FOR PENALTIES AND EMBARGOES

15.1. - In the event that the services, in whole or in part, referred to in this document, are prohibited in accordance with applicable law, including but not limited to the law of the USA, any of the countries of the European Union or directly from the institutions of the European Union, and included, Although not restricted by the regulations on anti-terrorism and embargoes, SCHENKER, at its sole discretion, is entitled to cancel the service in question, in whole or in part, at any time, without notice and without incurring any liability to the Client.