

# GENERAL TERMS OF INTERNATIONAL LAND TRANSPORT

These General Terms are a binding part of the Services Agreement concluded between the customer and SCHENKER LOGISTICS, S.A.U. (hereinafter, DB SCHENKER) and both parties undertake to abide by them.

## 1. APPLICABLE REGULATIONS

The services rendered by DB Schenker in the International Road Transport of goods, including parcels, will be governed by these General Terms, the current Rates, the International CMR Convention, approved in Geneva on 19.05.1956 and ratified in Spain by the instrument of 12.09.1973, and such statutory provisions that may be applicable.

## 2. GOODS

### 2.1. CONTENT AND NATURE

DB Schenker does not know what is contained in the packages. Accordingly, in this respect, it refers to the declaration made by the consignor and/or consignee, under its sole liability, and accepts no liability with respect to the packages' content. The shipper and/or consignee will be solely liable for any expenses/indemnities/penalties arising from inaccuracies or deficiencies in the data provided by it.

### 2.2. GOODS TYPOLOGIES

The following weight and volume restrictions apply to the DB SCHENKERsystem and DB SCHENKERsystempremium products:

- Maximum weight per pallet: 1,500 kg.
- Maximum chargeable weight per shipment: 2,500 kg
- The maximum dimensions of a transport unit will be 2.4 m x 1.8 m x 2.2 m (L x W x H)

### 2.3. GOODS WITH SPECIAL FEATURES

DB Schenker must be informed beforehand of the special features of any goods and their shipments, such as large machines, pallets weighing more than 1,500 kg, etc. In any case, it reserves the right to accept or refuse them, while the rate charged will be the normal rate plus the surcharge that may be applicable in each case.

### 2.4. UNPACKAGED OR UNSTACKABLE GOODS

DB Schenker reserves the right to accept or refuse transportation of these goods, and also the price to be charged in the case of unstackable goods. In any case, pursuant to current legislation, all liability on the part of DB Schenker is expressly excluded with respect to unpackaged goods or goods that are insufficiently or inappropriately packaged to withstand the hazards inherent in transportation, due to the nature of the goods.

### 2.5. ADR GOODS

Transportation of dangerous goods is subject to compliance with the requirements of current ADR regulations. The consignor and/or consignee must inform DB Schenker beforehand of the nature of the goods, their ADR classification and degree of dangerousness. Furthermore, these goods must comply with the regulations with respect to packaging, documentation, labelling and any other requirement needed for transportation, releasing DB Schenker from any liability in the event of non-compliance therewith.

In any case, DB Schenker reserves the right to not accept transportation of such goods. Under no circumstances will ADR transport be carried out with the DB SCHENKERsystempremium product. On our website you can consult more information about the prices and key features of this service.

### 2.6. EXCLUDED GOODS

Perishable goods, refrigerated goods, tobacco, alcohol for human consumption (except beer, wine, champagne and Catalan cava) that does not exceed 50,000 euros per shipment, live beings, ingots (gold, silver, etc.), fine glassware, precious metals, coins or banknotes, lottery tickets, football pool coupons, jewellery, precious stones, natural pearls, bonds, negotiable instruments or securities. Works of art or objects having artistic value, explosives, radioactive material, other types of dangerous goods up to 10% of the load, drugs (except manufactured drugs defined as such in pharmaceutical vade mecums), Powdered or bulk building materials, and special transportation of goods that require this, indivisible loads weighing more than 2,000 kg. Automobiles, automobile bodies, engines, scrapped parts, unpacked new or used motorcycles. Metal plate and sheet and any goods whose dimensions, in width or length, exceed 180 x 240 cm. Machinery, household appliances and other unpacked goods, or without suitable packaging, except self-supporting vehicles (tractors, forklift trucks, etc.). Personal effects, furniture removals and all manner of used furniture, goods with sharp edges or points or those which, by their very nature, may damage the other goods. All types of exclusive door-to-door deliveries.

### 2.7. GOODS EXCLUDED FROM THE INTERNATIONAL PARCELS SYSTEM

Shipments exceeding 30 kg, shipments containing more than 1 package, packages measuring more than 1.6 m long or shipments with a total volume exceeding 0.216 m<sup>3</sup>. Goods payable by cash on delivery, cheques, etc. Freight collect shipments, imported goods, perishable, valuable and ADR goods.

### 2.8. DELIVERIES/COLLECTIONS BY INTERNATIONAL TRUCK

This will only be made for shipments exceeding 3,000 kg = 10 m<sup>3</sup> and when the place of delivery/collection is within 30 km of DB Schenker's operational base.

### 2.9. DELIVERIES/COLLECTIONS WITH PLATFORM LIFT

Collections and deliveries weighing more than 800 kg in Spain, France, Portugal and Poland must be notified to DB Schenker so that it may have the appropriate resources ready and, if applicable, notify and invoice the corresponding extra cost. For other countries, the restriction on this operation applies for weights exceeding 1,000 kg.

## 3. RATES

3.1. The transport and related services provided by DB Schenker pursuant to the present terms will be invoiced in accordance with the rates in force at the time they are rendered. DB Schenker undertakes to provide sufficient information on rates and any changes subsequently made to them. When applying the rates, the result of a higher bracket can never be less than the highest result of the next lowest bracket.

3.2. The prices given in the Rates are exclusive of any applicable taxes.

3.3. Fuel supplement. Any change in the price of diesel fuel will be automatically passed on as a separate item in our invoices, pursuant to the provisions of Order FOM/2184/2008, of 23 July (BOE (Spanish Official Gazette) 179 of 25.07.08).

The fuel supplement applied to ocean or land shipments is based on the average consumer prices for diesel fuel in the Eurozone (including dues and taxes). This supplement will be adjusted monthly and, due to the dates on which diesel prices are published, there will be a two-month lag in application of the supplement percentage. The updates of these average prices are published monthly on the Ministry of Industry, Energy and Tourism's website.

<http://www.minetur.gob.es/energia/petroleo/Precios/Informes/InformesMensuales/Paginas/IndexInformesMensuales.aspx>

The fuel supplement will be applied to transport expenses and will be calculated from the following attached table. Any revision will come into force on the first business day of each month. DB Schenker reserves the right to update the table with the fuel surcharge rate, with or without prior notice. Both the amount and the duration of the fuel supplement will be determined solely by DB Schenker. On our website you can consult more information about the prices and key features of this service.

PRICE OF DIESEL FUEL (EUR/100 LITRES)		
AT LEAST	IF LESS THAN	ADDS SURCHARGE
840	880	2.0%
920	960	2.5%
920	960	3.0%
960	1,000	3.5%
1,000	1,040	4.0%
1,040	1,080	4.5%
1,080	1,120	5.0%
1,120	1,160	5.5%
1,160	1,200	6.0%
1,200	1,240	6.5%
1,240	1,280	7.0%
1,280	1,320	7.5%
1,320	1,360	8.0%
1,360	1,400	8.5%
1,400	1,440	9.0%
1,440	1,480	9.5%
1,480	1,520	10.0%
1,520	1,560	10.5%
1,560	1,600	11.0%
1,600	1,640	11.5%
1,640	1,680	12.0%

3.4. The rates are always based on the generic ratio of 1 m<sup>3</sup> = 333 kg of chargeable weight, rounded up to the nearest hundred; and 1 linear metre = 1750 kg of chargeable weight, rounded up to the nearest hundred. If the volume, including packaging and applying the generic ratio, exceeds the real weight, invoicing will be by chargeable weight.

3.5. The rates include international travel, processing through warehouses and, in some cases, collections or deliveries, depending on the agreement made with each customer. Collections and deliveries must be made on ground floors, beside the truck, with the consignor and/or consignee's personnel being responsible for loading, stowage or unloading operations. Customs clearance expenses and customs dues are not included.

3.6. Storage at origin/destination exceeding 3 days will be invoiced separately, applying the currently applicable rates. Likewise, unloading/loading expenses, storage in the warehouse and subsequent delivery of those shipments which, having been scheduled for direct delivery by the international truck, had to be unloaded for delivery at a later date will also be invoiced separately.

3.7. Additional services such as porters, cranes, etc. will be invoiced separately.

3.8. Such rates are applicable to the DB SCHENKERsystem services. The prices for DB SCHENKERsystempremium are, linearly, up to 30% higher than the DB SCHENKERsystem prices. The prices will be agreed and confirmed in writing with each customer.

3.9. Should payment of the invoices for DB Schenker's services not be made, the terms and rates agreed with the company will be automatically invalidated. As from such time, all sums pending payment will be considered due immediately "in cash".

3.10. The rates that will be applied for additional services will be:

- Fixed Delivery Date (date to be agreed).
- Pre-notification.
- Handling of cash on delivery.

On our website you can consult more information about the prices and key features of this service.

## 4. DOCUMENTATION AND LABELLING

### 4.1. GENERAL RULES

4.1.1. All shipments must be accompanied by appropriate written instructions for DB Schenker and the necessary documentation, including the invoices for customs clearance at origin/destination, even when the shipment contains samples with no commercial value, in the case of shipments to non-EU countries.

4.1.2. The shipping instructions, the delivery note and other documentation, and also the packages' labels, must clearly state the consignee's name and address, the place of delivery and the telephone number.

4.1.3. DB Schenker will not accept liability for any damage that may be caused as a result of incorrect information, documentation or labelling.

4.1.4. If DB Schenker should have to document the shipment manually, a surcharge is applied. On our website you can consult more information about the prices and key features of this service.

### 4.2. CASH-ON-DELIVERY (COD) SHIPMENTS

In the case of those shipments whose delivery to the consignee is conditional upon the latter sending a bank transfer or similar commercial document, this must be indicated beforehand in writing to DB Schenker and stated expressly in the shipping instructions, clearly specifying the amount to be paid. DB Schenker reserves the right to accept or refuse such shipments. DB Schenker will invoice an additional fee. On our website you can consult more information about the prices and key features of this service.

In the case of imported COD shipments, the goods will not be released until the required sum has been paid. In any case, DB Schenker will be released from all liability in the event of non-authenticity or non-validity of the required document.

### 5. DELIVERY DATES

The agreed delivery dates are always approximate and will not be applicable if official or customs procedures should intervene or should the necessary documentation not be included in certain cases, for example, in the case of shipments of alcoholic beverages. The dates will not be applicable for deliveries to large retail outlets nor during holiday periods (Easter, summer, Christmas, local festivities, etc.). To facilitate punctual delivery, the goods must be deposited at DB Schenker's facilities before 2.00 pm if the destination is an EU country, and during the morning if the destination is an EFTA or non-EU country or if special taxes are payable, such as for alcoholic beverages (beer and wine). In the case of very heavy consignments, DB Schenker must be notified beforehand if a guarantee of the scheduled departure is desired. Departures/arrivals from countries not included in the "Scheduling" must be confirmed beforehand. Under no circumstances may goods be deposited at DB Schenker's warehouses after 6.00 pm. The delivery dates and the application for active customers may be consulted on our website at [https://eschenker.dbschenker.com/nges-es-portal/public/es-ES\\_ES/#/scheduling/search-scheduling](https://eschenker.dbschenker.com/nges-es-portal/public/es-ES_ES/#/scheduling/search-scheduling).

### 6. COLLECTIONS AND DELIVERIES

The rates include normal collections and/or deliveries and/or to the terminal, as agreed with the customer, these being understood to refer to those made during normal vehicle schedules or shifts and for which no exceptional resources are required. These services will be rendered at the ground floor of the address or place of origin and/or destination of the goods. Collections whose urgency or special circumstances require that they be made outside of normal vehicle schedules will be invoiced separately.

The collections must be notified to DB Schenker before 10.00 am if delivery is to be made on the same day. If this deadline is not met, collection will be made on the following business day. Collections may be arranged by calling or sending an email to your contact person(s).

When a second delivery is required for reasons not attributable to DB Schenker, an additional surcharge will be added. On our website you can consult more information about the prices and key features of this service.

If correct information is not available as to the delivery address or telephone number for contacts, an additional fee will be charged. On our website you can consult more information about the prices and key features of this service. Remote areas. For postcodes indicated in the rates as remote codes, an additional surcharge will be invoiced. On our website you can consult more information about the prices and key features of this service.

Access Restrictions. For certain zip codes in which there are access restrictions, due to scheduling, type of trucks, or of any kind that restricts our activity, we offer the pick-up and/or delivery service with a surcharge. On our website you can consult more information about the prices and key features of this service.

### 7. DB SCHENKER'S LIABILITY

DB Schenker's liability will comply, in any case, with the conditions and limits of international conventions and other current legislation, unless expressly agreed otherwise in writing. DB Schenker's maximum liability in the event of late delivery will not exceed in any case the sum paid for carriage. Likewise, DB Schenker will not be liable in any case for possible collateral damage, such as lost orders, extra travel, etc.

DB SCHENKERsystempremium guarantee. For this product, DB Schenker guarantees reimbursement of the price (not including surcharges or advances) paid by the customer, in the event that delivery is not made on the agreed date or made after 6.00 pm. The guarantee does not cover:

- Delivery not made on the agreed date for reasons attributable to the customer or consignee.
- In the case of destinations on islands or in countries with special customs requirements.
- Delivery not made on the agreed date for reasons of force majeure.

The guarantee does not apply during Easter, Christmas, or national, regional or local bank holidays.

In order to receive reimbursement of the net price paid, the customer must send a written request, explaining the reasons for such request, through the sales contact.

The final consignee will be responsible for environmentally correct disposal of any waste or used containers. Consequently, DB Schenker will not be liable for the manner in which the final consignee disposes of such waste or containers.

DB Schenker recommends taking out comprehensive insurance cover. This option provides coverage for 100% of the goods' value. On our website you can consult more information about the prices and key features of this service.

The cost of the insurance is 0.12% of the goods' value (as declared to DB Schenker), with a minimum of 4 euros. By way of example, if the value of your shipment is 5,000 euros, the cost of the insurance will be 6 euros.

### 8. ADDITIONAL SERVICES

On our website you can find all the information concerning our products and its additional services as well as its associated costs.

### 9. CAVEATS AND CLAIMS FOR DAMAGED AND/OR MISSING GOODS

The caveats for damaged and/or missing goods, if they are detected immediately, must be specified in detail on the delivery note and notified immediately by email to DB Schenker. Generic caveats such as "accepted subject to inspection" will not be considered as having any legal value.

The caveats for damaged and/or missing goods, if they are not detected immediately, must be furnished in the time and manner stipulated by law. In any case, whenever the claim exceeds €1,000, it must be backed by supporting documentation and the appropriate official appraisal performed in due time and form.

### 10. RIGHT OF RETENTION

Pursuant to current legislation, the goods carried will be liable for payment of the price of the transportation, storage and other expenses incurred during their carriage, and DB Schenker may withhold delivery until such costs have been paid.

### 11. APPLICABLE LEGISLATION AND JURISDICTION

Any dispute that may arise as a consequence of the services rendered under these General Terms will be governed by the laws of Spain and will be submitted to the courts that have jurisdiction on the matter, in accordance with the rules of common procedure.

### 12. CONFIDENTIALITY OF PERSONAL DATA

SCHENKER LOGISTICS, S.A.U. (hereinafter "DB SCHENKER"), with Fiscal Identification Code A08363541, corporate domicile at C/4, no. 57-61, Sector C, Zona Franca, 08040, Barcelona, and email [lopd.spain@dbschenker.com](mailto:lopd.spain@dbschenker.com), as data controller, hereby informs you that the personal data you provide are collected with the purpose of performing the administrative tasks required by the relationship between us, and to send you information about our services. The personal data you provide will be held for the duration of the contractual relationship between us and, once this relationship has ended, they will be kept blocked for the legally stipulated time before they are destroyed. We inform you that your data may be made available to other companies belonging to the DB SCHENKER Group for reasons related with provision of the service, which may also entail transferring them to countries outside of the European Economic Area. For security reasons, you consent to your data being screened by THE COMPANY in denied parties lists published by the appropriate government agencies. You may exercise your rights of access, rectification, cancellation, objection, limitation and portability:

- By letter sent to THE COMPANY, at C/4 no. 57-61, Sector C, Zona Franca, 08040, Barcelona, quoting as reference "Data Protection".
- By email sent to [lopd.spain@dbschenker.com](mailto:lopd.spain@dbschenker.com), writing "Data Protection" in the subject line.

If you consider that your rights have not been adequately protected, you are entitled to file a complaint with the Spanish Data Protection Agency.

### 13. ANTI-TERRORISM AND RESTRICTIONS DUE TO SANCTIONS AND TRADE EMBARGOES

In the event that all or any part of the services defined in this document are prohibited under applicable legislation, including but not limited to that of the United States of America, any European Union member state or that arising directly from the European Union's institutions, and including but not limited to the legislation on the fight against terrorism and trade embargoes, DB Schenker, at its sole discretion, will be entitled to cancel all or part of the service in question, at any time and without prior notice, without incurring as a result in any liability with respect to the customer.

### 14. COMPLIANCE

Schenker Logistics, S.A.U. as subsidiary company of Deutsche Bahn AG, is committed to ensuring its ethical principles are incorporated and complied with globally. It is important that we act with integrity in dealing with customers, suppliers, competitors, authorities, employees and other parties we meet in our business. Upholding our values and applying proper business practices is the DB Schenker Logistics guiding principle for successful and sustainable business.

<https://www.deutschebahn.com/en/group/compliance>

Each Party agrees to conduct its operations under the terms of this Agreement in compliance with, included and not limited, the regulations of the U.S.A., U.E. National Law and all applicable import, export, reexport and foreign trade control statutes, laws, regulations, enactments, directives and ordinances of any governmental authority with jurisdiction over such operations then in effect ("International Trade Laws") in connection with the performance of its obligations under this Agreement. In case violation of the aforementioned obligations, Schenker reserve the right of suspend and/or cancel the provision of the service without previous notice and without any liability.

Signatory's Name and National Identity Document

Signature and Company stamp