

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 National, Regional or Local Road Transport of Goods, including parcels, will be governed by these General Terms, the current Rates and will be subject to Law 15/2009 on Contracts for the Land Transport of Goods and such other statutory provisions that may be applicable, including the LOTT - Law 16/1987 of 30 July, concerning the Organization of Land Transport, and its Regulations, approved by R.D. 1211/1990 of 28 September, ROTT.

## 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

For the purposes of the services rendered pursuant to these General Terms, the following goods typologies are defined. General goods: Unpalletized packages with a weight not exceeding 30 kg per package and palletized packages with a weight not exceeding 1,500 kg per pallet. In both cases, package dimensions must be normal. Special goods, these being understood to be: Unpalletized packages with a weight exceeding 30 kg per package and palletized packages when the weight of each pallet exceeds 1,500 kg. In addition, those packages whose exceptional size requires specific handling and transportation.

### 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 agreed 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, 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 goods' nature.

### 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. 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 k. 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, and all types of packages (tubes, bars, profiles, moulds, etc.) with a length exceeding 400 cm.

### 2.7. 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 surcharge. For other countries, the restriction on this operation applies for weights exceeding 1,000 kg.

### 2.8. NON-STANDARD GOODS

The consideration of non-standard goods is primarily determined by its implication in the cost of its handling, loading and unloading operations and even increasing of accident possibilities. Next table define standard and long goods as well:

key features	Standard	Long Type 1	Long Type 2
Long	2,40 metres	3,00 metres	6,00 metres
Width	1,80 metres	1,20 metres	0,40 metres
High	2,20 metres	2,20 metres	0,40 metres
Weight	1,500 kgs	1,500 kgs	30 kgs
Max. Shipment			10 packages

## 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.mineur.gob.es/energiapetroleo/Precios/Informes/Mensuales/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 up-to-date information on the value of this surcharge.

PRICE OF DIESEL FUEL (EUR/100 LITRES)		
AT LEAST	BUT LESS THAN	ADD SURCHARGE
840	880	2,0%
880	920	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> = 270 kg (for the Peninsula) of chargeable weight and 1 m<sup>3</sup> = 333 kg (for the Canary and Balearic Islands) of chargeable weight, rounded up to the next hundred; and 1 linear metre = 1,750 kg of chargeable weight, rounded up to the next hundred. If the volume, including packaging, should exceed this ratio, invoicing will be by chargeable kg, that is, the weight obtained from applying the generic ratio.

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

3.6. The rates are applicable to regular, non-urgent services. The prices for these services will be agreed and confirmed in writing with each customer.

3.7. 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".

## 4. DOCUMENTATION AND LABELLING

### 4.1. GENERAL RULES

4.1.1. Unless the customer is included in our computer system, 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 SHIPMENTS

In the case of those shipments whose delivery to the consignee is conditional upon payment of the cost of the shipment (in cash or by bank transfer or similar commercial document) by the consignee to the carrier, this must be notified beforehand in writing to DB Schenker and stated expressly and visibly in the customer's delivery note. In any case, DB Schenker reserves the right to accept or refuse such shipments. If it accepts, DB Schenker will apply a surcharge. On our website you can consult more information about the prices and key features of this service.

In any case, DB Schenker will be released from all liability in the event of non-authenticity or non-validity of the required document.

Shipments that are payable in cash on delivery will be governed by the limitations on cash payments set forth in Law 7/2012 or such other legislation that may be applicable.

## 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. 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 in due time and manner. In the case of very heavy consignments, DB Schenker must be notified beforehand if a guarantee of the scheduled departure is desired. Under no circumstances may goods be deposited at DB Schenker's warehouses after 6.00 pm. For further information about the delivery dates and the application for active customers, please visit our website:

[https://es.schenker.dbschenker.com/nges-portal/public/es-ES\\_ES/#/scheduling/search-scheduling](https://es.schenker.dbschenker.com/nges-portal/public/es-ES_ES/#/scheduling/search-scheduling)

## 6. COLLECTIONS AND DELIVERIES

The rates include normal door-to-door collections and/or deliveries, 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. When a second delivery is required for reasons not attributable to DB Schenker, a 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 cost 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, a 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. RETURN OF DELIVERY NOTES

7.1. Customer delivery notes: DB Schenker does not undertake to return, signed by the addressee, the delivery notes that may be provided to it by its customers, except when our SAR (Consignor Delivery Note Scanning) service is used, which enables the customer to view the delivery note/invoice, signed and stamped after delivery to the consignee, through our website. The SAR service will have an additional cost. On our website you can consult more information about the prices and key features of this service.

7.2. Agency delivery notes: The agency's delivery notes will always be kept by it and a copy will only be provided to the customer if it should specifically request one. Under no circumstances will the original delivery note be provided; only if the customer should request it, an authenticated photocopy will be provided, adding in such cases the cost of the notary fees.

## 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. DB SCHENKER'S LIABILITY

Both in the case of missing goods and of defective goods being returned or "used" goods, the maximum compensation payable will be the legal limit indicated by Law 15/2009 on Contracts for the Land Transport of Goods, irrespective of their invoice value. Likewise, in the case of claims for internal or undetected damage, the compensation payable will be determined in accordance with the legal limit. In the event of returned shipments and damage not detected immediately, the compensation will be determined by the limits of liability established in Law 15/2009. DB Schenker's liability will be that provided in applicable legislation, as stated in point 1 of these General Terms. However, as provided in the previous paragraph, in those cases of damaged and/or missing goods for which DB Schenker is liable, it undertakes to pay compensation at the invoice value up to a maximum of €18 per real kg, with a maximum of €1,500 per shipment. That is, it will invoice 8% on the carriage cost, with a maximum of €1.5 per shipment.

DB Schenker recommends taking out comprehensive insurance cover. This option will provide 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 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.

## 10. 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.

## 11. 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.

## 12. 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.

## 13. 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 [lodp.spain@dbschenker.com](mailto:lodp.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 [lodp.spain@dbschenker.com](mailto:lodp.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.

## 14. 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.

Signatory's Name and National Identity Document

Signature and Company stamp