

Terms and Conditions

■ **Validity**

Status as of Sep 2019

■ **Payments Conditions**

First operation in cash or the previously agreed conditions.

■ **Volumes**

In case that the dimensions or weight of the shipment is different from the information provided to prepare the offer, the final price will be recalculated with the correct data.

■ **General Conditions**

The Client guarantees the accuracy of the declaration of the goods regarding their characteristics, description, brands, numbers, quantity, weight and volume responding to the Client of losses, damages, breakdowns and/or penalties that may cause third parties the inaccuracy of the mentioned information, as well as those derived from improper or defective packaging.

The Client guarantees that the goods are appropriate to be transported by any means of transport and the packaging provided is adequate to support the contracted service. The Carrier's responsibility is limited in all cases, regardless of loss, damage or delay. The responsibility in the transportation will never exceed that the responsibility assumed by the shipping companies or any other intermediary involved in the transport, in front of us. DB Schenker reserves the right to choose the shipping company based on availability unless the Client send us specific instructions well in advance, and expressly does so.

The Carrier, DB SCHENKER, its agents and/or correspondents will be responsible only for the material damages caused to the goods, not reaching said responsibility in any case to consequential, patrimonial or loss of profit.

The Quotes presented are indicative and may be object of variation. Both the Carrier, DB Schenker, their agents and the correspondents, reserve the right to apply rates and conditions different from the present document, being subject to variations in case of the possible changes in freight costs, surcharges, local expenses and/or exchange rates currently in force. Prices are subject to availability of equipment at time of shipping. Unless mentioned in this document, our proposal is understood for the handling of unrestricted goods, not dangerous, not perishable, without oversize, stowage, removable and that does not need temperature control, and is not valid for plastic waste, paper waste or wood. Dangerous goods are linked to acceptance by the shipping company after review of the safety documentation. All our invoices will be issued in Euros, the price expressed in different currency in this offer will be billed according to the currency exchange applicable on the day of shipment.

This offer contains maritime transport services that are based on the fare, freight and other charges (as applicable) of the NVOCC SCHENKERocean Ltd and are strictly subject to the terms, conditions, exceptions, limitations and freedoms of the transport in question that are expressly established in the bill of lading of SCHENKERocean Ltd.

The general terms and conditions incorporated into the Bill of Lading will be sent to you upon request. Acceptance of this offer implies acceptance of such terms and conditions. This document and the transport contract formalized or formalized through one or more Bill of Lading are subject to the right of the place indicated in the bill of lading. Any claim or dispute that arises in relation to one or the other document will be settled before the Courts and tribunals of the place where the Carrier has its main establishment as stated in said knowledge of shipment. Claims and disputes relating to monetary debts or abandoned goods will be subject to Spanish law and will be settled before the courts and tribunals of Barcelona, in Spain.

Power of disposal (for imports): The Carrier, DB SCHENKER, its agent and/or correspondents is/are empowered to exercise the deposit and sale of the goods in cases of abandonment of goods and/or non-payment of the freight or of the expenses related to the transport within the period of 6 months from the notification of the arrival of the same, as well as in those circumstances in which the transport cannot be concluded because of a fortuitous circumstance occurred during the trip that it makes impossible, illegal or forbidden its continuation. You can also destroy the goods when they have not been withdrawn within 1 year from their arrival.

■ Not included in the offer

Transportation insurance (in case of not requested in writing). The goods will always be shipped at the Client's risk and expense.

The goods do not travel insured, unless there is express and written instruction in this regard by the Client. The insurance will be covered only in accordance with the instructions received from the Client in writing and previous payment of the fee.

Any expenses that may occur outside our control and influence: warehouses, delays, fines, special services, inspections, transport insurance, instances and modifications to customs documentation, positioned or any additional movement in port terminal or at the request of the customs authority, lashing of the merchandise, courier, fumigation expenses, legalization of documents and certificates if they were necessary, as well as any concept not explicitly detailed.

■ Dangerous Goods and Abandoned Goods

The IMO or dangerous product is subject to acceptance by the shipping company or NVOCC after review of the necessary documentation according to current regulations.

The Client will be obliged to inform about the dangerous nature of the goods delivered to him for transport, storage or handling, and about the precautions that should be adopted. The Customer must in any case submit the goods safety data sheet in advance.

Orders for loading dangerous goods must be pre-notified by the customer/shipper at least XXX hours before the deadlines required for conventional goods. All shipments of dangerous goods must be within the ADR/IMDG standards that are always in force. The Client and/or the sender are solely responsible for complying with current legislation, both in packaging, documentation, trademarks, consignment letters and any other requirements that may be necessary for the transportation of said goods.

In case of omission or insufficient or erroneous information, the Client will respond for the damages caused, having the Carrier, DB SCHENKER, its agents or correspondents right to reimburse the expenses that for this reason are caused and being exempt from any responsibility if the goods they had to be unloaded, destroyed or neutralized, depending on the circumstances and without giving rise to compensation to the Client.

When the good is declared in abandonment and/or when it is not withdrawn by the recipient in a reasonable time, the Client/shipper and the receiver will be jointly and interchangeably responsible for the freight, delays and any other costs, charges and penalties associated with the good, its transport and its stay in port, the carrier being able to retain and/or dispose of it on behalf of its owner.

■ Data Protection

SCHENKER LOGISTICS, SAU (hereinafter "DB SCHENKER") with CIF A08363541, with address at C/4 no57-61 Sector C Zona Franca, 08040 Barcelona and email lopd.spain@dbschenker.com, as responsible for the treatment, informs the interested that the personal data provided are collected to manage the administrative tasks of the relationship that links us, as well as send you information about our services. The personal data provided will be kept if the contractual relationship is maintained, and once the relationship ends the legally established time will be blocked, before its destruction.

We inform you that your data may be communicated to other companies of the DB SCHENKER group for reasons related to the provision of the service, which is why they may be transferred to countries outside the European Economic Area. You consent for security reasons, that your data may be screened by THE COMPANY in lists of denied parts 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 THE COMPANY C / 4 no57-61 Sector C Zona Franca, 08040 Barcelona, reference "Data Protection". • By email to the address lopd.spain@dbschenker.com putting in the subject "Data Protection". If you believe that your rights have not been properly addressed, you have the right to file a complaint with the Spanish Agency.