

GENERAL TERMS AND CONDITIONS OF LOGISTICS SERVICES

These General Terms and Conditions of logistics services constitute a binding part of the contract agreed between the Client and the Company, and the parties commit to fulfill it.

SCOPE OF APPLICATION OF THESE CONDITIONS:

These general conditions apply to all logistic services offered by C.H. ROBINSON INTERNATIONAL SPAIN and its branches in its capacity as Logistics Operator of Goods for any of the following activities: transport, customs, AEO, warehousing, logistics, distribution or any other activity that the company can provide and can be applicable.

These terms are available to clients and general public in any office of C.H. ROBINSON INTERNATIONAL SPAIN in Spain and also on the website of the company (www.space-cargo.com).

In addition, they are registered in the Book of the Register of General Contract Conditions of Barcelona.

DEFINITIONS:

- a) Company: It means C.H. ROBINSON INTERNATIONAL SPAIN, as well as the different branches, agents and representatives of the group.
- b) Client: It means the person whom the company provides services.
- c) Shipper/Sender: It means the person who contracts the performance of a transport on its own behalf and in front of which the carrier agrees to provide it.
- d) Carrier: it means the person who assumes the obl

3.3. In the event C.H. ROBINSON INTERNATIONAL SPAIN had to subrogate liability aroused from facts or acts occurred during the execution of transport, it shall never exceed the responsibility taken over by railroad, shipping or road transport companies, airlines, warehouses, or any other intermediary involved in the course of transportation, according to the regulations and international conventions in force.

3.4. When the transport is carried by two or more different forms of transport, C.H. ROBINSON INTERNATIONAL SPAIN's responsibility will be applicable to the regulations of each phase or means of transport. When unable to determine the stage of the journey that ensued damage, the responsibility of C.H. ROBINSON INTERNATIONAL SPAIN will be determined by the provisions of Law 15/2009 on contracting land transport of goods. Also, the protest for loss, damage or delay in delivery of goods shall be governed by the regulations applicable to the transport means in which the delivery of the goods is or must be made.

3.5 In no event C.H. ROBINSON INTERNATIONAL SPAIN shall be liable for profit losses, consequential, indirect, exemplary or punitive damages and especially C.H. ROBINSON INTERNATIONAL SPAIN shall not be liable for any interruption in production, business or sale resulting from the delay, loss, theft or damage of the goods.

4. LIMITATION OF LIABILITY

4.1 C.H. ROBINSON INTERNATIONAL SPAIN's responsibility regarding loss or damage of the goods is limited at most to the amounts set out in the current legislation:

4.1.1. For land transport within Spain, the limitation provided in Article 57 of Law 15/2009, of a third of the IPREM per kilogram of gross weight of damaged goods will apply.

4.1.2. For international land transport, the limitation in the CMR Convention will apply, i.e., the amount of 8.33 Special Drawing Rights per kilogram of gross weight of damaged goods.

4.1.3. For international shipping, the limitation applied will be the Hague-Visby Rules or the regulations that develop them, i.e., the amount resulting greater after applying 666.67 Special Drawing Rights per unit of cargo lost or damaged declared in the B/L + 2 SDRs per kilogram of gross weight of distressed goods.

4.1.4. For domestic shipping, the same limitation of liability provided in the preceding paragraph for international shipping will apply.

4.1.5. In air transport, the limitation in the Montreal Convention will apply i.e., the amount of 19 SDRs per kilogram of gross weight of damaged goods.

4.2. If C.H. ROBINSON INTERNATIONAL SPAIN is responsible for damages resulting from delay in delivery, or any indirect loss or damage other than loss or damage of the goods, its liability is limited to an amount not exceeding the equivalent of the price of transport according to the agreement signed with C.H. ROBINSON INTERNATIONAL SPAIN.

4.3. The cumulative liability of C.H. ROBINSON INTERNATIONAL SPAIN shall not exceed the limits of liability for total loss of the goods.

4.4. These limitations apply to all claims directed against C.H. ROBINSON INTERNATIONAL SPAIN, whether the claim is based in contract or in tort.

4.5. In the event of a service of deposit and storage of goods, C.H. ROBINSON INTERNATIONAL SPAIN will limit its liability under the provisions of the Transport Planning and Coordination Act (Chapter I of RD 1211/90 applicable to auxiliary and complementary transport activities) to 4,5 Euros per kilogram of gross weight of damaged goods.

4.6. Verification of Gross Mass - VGM (SOLAS Convention), for which the shipper (defined as the loader, exporter, importer, holder of the bill of lading, owner and/or holder of the goods) guarantees the correctness of the declaration of content, weight and, especially, verification of mass according to SOLAS regulations. The shipper shall indemnify and hold C.H. ROBINSON INTERNATIONAL SPAIN harmless against any losses, damages or expenses, including attorneys' fees that arise or may arise from defects, errors or inadequacies in the loader's declaration of the container weight.

5. INSURANCE

5.1. It is noted that the contractor of the service may arrange a contract of supplementary insurance to cover the value of goods transported, and the value must be declared and the corresponding premium must be paid.

6. PRICE OF SERVICES CONTRACTED

6.1. Transport and other services covered by the C.H. ROBINSON INTERNATIONAL SPAIN activity are hired under current fees at the time of hiring and within the limits provided. In case no fees exist, the hiring will be done at usual charges or market prices corresponding to the place where it is made. The additional costs incurred as a result of events or circumstances occurred after the date or, where applicable, the date of issuance of shipping or transport documents shall be borne by clients, provided that they are duly justified and not due to the fault or negligence of any of those who have been involved in the provision of contracted services.

6.2. The payment of all expenses and services provided by C.H. ROBINSON INTERNATIONAL SPAIN shall be made in cash, unless special conditions are previously agreed.

6.3. C.H. ROBINSON INTERNATIONAL SPAIN has rights of pledge and/or retention on goods for all amounts that are due in accordance with the services assigned by the same shipper and/or consignee or the representatives of either. It may assert its right by any means it deems appropriate and admissible under the laws of the place where it exercises those rights or, alternatively, the place of expedition of the goods or the place where they should be delivered. If the goods are lost or destroyed, C.H. ROBINSON INTERNATIONAL SPAIN has the same rights above mentioned regarding the compensations paid by insurance companies, transport companies or others.

6.4. In case of delay in payment of any expenses and services provided by C.H. ROBINSON INTERNATIONAL SPAIN, the debtor shall pay default interest set by Law 3/2004 of 29 December on combating late payment in commercial transactions.

6.5. In addition, the deferral of payment of invoices shall be limited to the period agreed in each case with the client and may not exceed 60 days from the invoice due date or performance of service.

6.5.1. The client may not compensate or refuse to pay for services provided to the expiration of invoices without the consent of C.H. ROBINSON INTERNATIONAL SPAIN.

6.6. The client shall pay not only the price of the services contracted with C.H. ROBINSON INTERNATIONAL SPAIN but also any additional costs duly justified occurred during transport. In particular, both the shipper and consignee shall be collectively responsible for the expenses incurred in delay of reception/retirement of container in the port of destination regardless of the terms agreed in the transaction with C.H. ROBINSON INTERNATIONAL SPAIN.

7. NOTIFICATION AND PRESCRIPTION

7.1. The actions for loss, damage or delay may not be exercised if at the time for presenting the respective expeditions the corresponding bookings had not been formalized. In the case of loss, damage or delay occurred in the practical conduct of transport, protests and bookings must be made in the terms and conditions set forth in the regulations and provisions of international conventions governing the transport means hired.

7.2. All actions relating to the services provided by C.H. ROBINSON INTERNATIONAL SPAIN prescribe/expire in the time lapse stipulated by regulations and, where appropriate, international conventions governing different means of transport, starting to run the limitation period depending on which rules or conventions are established.

8. JURISDICTION

8.1. The shipper and/or consignee expressly submit to the jurisdiction of the Courts of Barcelona, waiving another jurisdiction if any.

9. PRIVACY

C.H. ROBINSON INTERNATIONAL SPAIN informs that data will be treated with the utmost confidentiality in accordance with C.H. ROBINSON INTERNATIONAL SPAIN's privacy and security policy, according to the Organic Law 15/1999 of 13 December, on Protection of Personal Data, and Royal Decree 1720/2007 of 21 December.

C.H. ROBINSON INTERNATIONAL SPAIN informs you that it is the owner of the CLIENTS file, registered with the Spanish Agency for Data Protection. The purpose of this treatment is none other than the provision of services and the management of information requests.

If there is a change in your data, please contact us in order to update them.

We also inform you that you have the power to exercise the rights of access, rectification, cancellation, and opposition as recognized by Organic Law 15/1999 of December 13. To exercise these rights, and for any clarification, you can contact us by ordinary mail or email at GF-QUALITY-Spain@chrobinson.com with an address at Calle Àrtic, 132-134 ZAL, 08040 Barcelona, for the attention of the Quality Department of C.H. ROBINSON INTERNATIONAL SPAIN, referring to the DATA PROTECTION on the envelope.