

GENERAL CONDITIONS OF LOGISTIC SERVICES

These General Conditions of logistic services constitute a binding part of the service contract concluded between the customer and the company, committing the parties to its fulfilment.

SCOPE OF APPLICATION OF THE PRESENT CONDITIONS

The present general conditions are applicable to all logistic services offered by all the companies of SPARBER -Lineas Marítimas, Air Cargo, Transport , S.A.- (SPARBER hereinafter) either as Transport Operator (forwarder agent), transport services, customs, Authorized Economic Operator, warehousing, logistics or other activity that would be provided and could be applied the same.

These general conditions are at the disposal of clients and general public in any office that SPARBER has in Spain and also in the WEB page of the company. (www.sparbergroup.com)

Furthermore, they are registered in the Deposit Book of the Register of General Conditions of Bizkaia, Spain.

DEFINITIONS:

- a) Company: means SPARBER LINEAS MARITIMAS S.A. as well as the different branches, agents and representatives of SPARBER.
- b) Customer: means the person for which the company provides its services.
- c) Shipper: means the person who contracts in his own name the realization of a transport and towards which the carrier is obligated to perform it.
- d) Carrier: means the person that assumes the obligation to execute the transport on his own name independently if he does by his own way or contracting its realization with other parties.
- e) Consignee: means the person who the shipper should deliver the goods in destination.

1. GENERAL REQUIREMENTS.

- 1.1 If there were no specific instructions, SPARBER can choose the itinerary, the way and the methods of transport that, in his opinion, are the most appropriate to undertake the carriage and /or delivery of goods in the best conditions.
- 1.2 The goods will be issued always under liability of the shipper and / or consignee and the insurance will be covered only according to the express instructions received by them in writing.
- 1.3 If the consignee does not take all or part of the goods on arrival, they will be deposited under liability of the shipper or another responsible party, subject to the provisions of Law or, where appropriate, to the generally accepted commerce practices observed in the place of delivery.

2. DESCRIPTION OF GOODS AND PACKAGE

- 2.1 It is guaranteed to SPARBER the accuracy of the declaration of the goods regarding its characteristics, description, brands, numbers, quantity, weight and volume. The shipper or the consignee will be responsible for any loss, damages, breakdown, and/or penalty that could originate to itself or third parties due to the inaccuracy of data aforementioned, as well as for damages resulting from improper defective, or misused packaging or if it were to cause harm or damage to goods or to the handling equipment or means of transport even when such inaccuracies or deficiencies appeared in operations not directly executed by SPARBER, who will be indemnified for any additional expenditure incurred due to such causes.
- 2.2 The orders of load of dangerous goods should be pre advised by the shipper 24hours before required terms for conventional goods. All the dangerous goods consignments should be in accordance with the rules ADR/ IMDG operative in each moment. The shipper is the unique responsible for the compliance with the current legislation, in packaging, documents, brands, waybills and any other necessary requirement for the said type of transport, exempting SPARBER specially of any responsibility arising from breach to third parties. In case of omission or insufficient information, the consignee will respond of the damages caused because of the goods, being SPARBER entitled to recover expenses caused for any reason and being exempt from any liability if the goods have to be discharged, destroyed, neutralized or rendered harmless, according to circumstances without any right of compensation for the consignee or the shipper.

- 2.3 The guarantees and obligations of the shipper for the previous points are extended, in the case of shipments to the U.S. The requirements of previous information and necessary documents required in each case by authorities for an import to that country are the responsibility of the shipper, responding for its accuracy and timeliness. Likewise, the shipper will be responsible for expenses and damages for the breach of these obligations, not being SPARBER responsible for the consequences derived of non informing to Customs office of the U.S. about the nature of the consignment in time in the import documents. In case of omission or insufficient information, the shipper will respond equally of caused damages.
- 3.1 SPARBER is liable for the damages of loss, breakdown or delay in the delivery if the cause of the damages is between the moment of receiving the cargo and the delivery of the same. However, he won't be responsible for the damages which derived from negligent acts or omissions of the shipper or of the consignee; natural wastage and/or inherent vice; strikes, lock-outs or another labour disputes affecting the work; natural disasters, force majeure, theft or of another cause that SPARBER could not avoid or whose consequences it could not prevent by the use of a reasonable diligence.
- 3.2 SPARBER will not be responsible for the compliance with instructions given subsequently to issuance of the shipping or transport documents, as well as any other risk derived from the said subsequent instructions.
- 3.3 When the liability appears during the execution of a transport, and SPARBER has to take over the responsibility, its liability will never be superior to the one of the railway companies, navigation companies, air companies, road transport companies, warehouses companies, or of any intermediary who intervenes in the course of transport, as determined in the regulations and international conventions in force.
- 3.4 When the transport is made by two or more different transport methods, the responsibility of SPARBER will be ruled by the regulation applicable for each stage or way of transport. When the stage of the route where the damages occurred cannot be determined, the responsibility of SPARBER will be decided according to the Law 15/2009 about contract on land transport of goods. Moreover, the protests for losses, breakdowns or delays in goods will be governed by the rules applicable to the specific way of transport in which the delivery has been or should have been made.
- 3.5 In any case SPARBER will not be responsible for lost profits, consequential damages, indirect, exemplary or punitive damages and there specially will not exist any responsibility of SPARBER for interruption of production, business or sale resulting from the delay, losses, theft or damages to the goods.

4. LIMITATION OF LIABILITY

- 4.1 The responsibility of SPARBER regarding the loss or breakdown of the merchandise, is limited, as maximum, to the quantities established in the current regulations:
- 4.1.1 Regarding to inland transports in Spain, the limitation provided in the article 57 of Law 15/2009 will be applied, i.e., a third of IPREM per kilogram of gross weight of the damaged goods.
- 4.1.2 For the international land transports, the limitation provided in the Convention CMR will be applied, i.e. the quantity of 8,33 Special Drawing Rights per kilogram of gross weight of damaged goods.
- 4.1.3 For international shipping, the limitation provided in the Rules of Haya-Visby or regulation which develops it will be applied, this is, the quantity that is higher from applying 666,67 Special Drawing Rights per unit of loss cargo or damaged or two Special Drawing Rights per kilogram of gross of stricken merchandise.
- 4.1.4 For national shipping, the same limitation of responsibility will be applied that the one regulated in the previous point for international shipping.
- 4.1.5 In air transport, the limitation provided in the Convention of Montreal will be applied, that is, the quantity of 19 Special Drawing Rights per kilogram of gross weight of damaged goods.
- 4.2 If SPARBER is liable for damages resulting from delay in delivery, or any loss or indirect damages which are not the loss or damages to the goods, the liability is limited to an amount that will not exceed the equivalent of the transport price to be paid under the contract with SPARBER.

- 4.3 SPARBER accumulated liability shall not exceed the limits of the liability that would be applicable for the total loss of the goods.
- 4.4 The present limitations shall be applied to all claims that are directed against SPARBER whether the claim is founded on the liability by contract or in tort action.
- 4.5 In the case of deposit and storage of goods, SPARBER will limit its liability in accordance with the established in the LOTT (Chapter I of RD 1211/90 applicable to activities auxiliary and complementary of transport) to 4, 5 Euros per Kilogram of gross weight of damaged goods.

5. INSURANCE.

- 5.1. It is stated that the contractor may enter into a contract for supplemental insurance to cover the whole value of goods transported making a declaration of value and paying the corresponding premium.

6. PRICE OF CONTRACTED SERVICES

- 6.1. Transports and other services within the activity of SPARBER are considered contracted according to the rates valid at the moment of the contract and within the limits provided therein. In the absence rates, the contract will be rated at the usual or market price for the place in which the same one is effected. The additional expenses that arise as a result of events or circumstances after the contract date or, where appropriate, the date of issue of consignment documents or transport shall be borne by customers, if duly justified and not due to fault or negligence of any that have been involved in the provision of contracted services.
- 6.2. The payment of any expenses or services provided by SPARBER will be made in cash, unless the Parties previously agreed special conditions.
- 6.3. SPARBER has the right to retain or to pignorate the goods, for all quantities that are payable for the services entrusted by the same sender and/or consignee or the agents of one or other. It may assert its right by any means it considers appropriate and is allowable under the laws of the place in which those rights are exercised, or, alternatively, the place of shipment of goods or the place where these must be delivered. If goods are lost or destroyed, SPARBER has the same rights mentioned above with respect to the compensation to be paid by insurance companies, transportations companies or others.
- 6.4. In case of delay in the payment of any expenses and services provided by SPARBER, the debtor shall be obligated to the payment of interest on late payments set at the Law 15/2010 of July 5th which modified Law 3/2004 of 29 December for the control of late payments in commercial transactions.
- 6.5. The customer cannot delay payment for services rendered without the agreement of SPARBER. In any case payment cannot exceed 60 days from the date of the invoice or the date of delivery. The customer cannot compensate or reject the payment of the services without SPARBER authorization.
- 6.6. The customer is obligated to pay not only the price of services contracted with but also any additional expenses that occurred during the carriage and are duly justified to the carriage. Specially, the shipper and the consignee will be jointly and severally liable for all the expenses that arise from a delay in the withdrawal of any container that has arrived at the port of destination

7. NOTIFICATION AND PRESCRIPTION

- 7.1 The actions for loss, damages or delay shall not be possible if at the time of the delivery of the respective expeditions, the corresponding reservation had not been formalized in the respective delivery documents. In the case of losses, breakdowns or delays occurred in the material execution of the transport, the complains and reserves must be made according to the terms and conditions set forth in current regulations and those established in the International Conventions that regulate the mode of transport in question.
- 7.2 All actions relating to services provided by SPARBER will be time barred according to the regulation contained in the current legislation, and the respective International Conventions that regulate different modes of transport. These regulations will also be applied regarding the initial date for the statutory limitation.

8. JURISDICTION

8.1. The sender and/or consignee are expressly subject to the Jurisdiction of the Courts of Bilbao, Spain waiving other Jurisdiction if any.

9. PRIVACY STATEMENT

SPARBER informs that the data of its clients will be treated with the maximum confidentiality in accordance with the privacy and safety policy of SPARBER, as established by the Organic Law 15/1999 of December 13, for the Protection of the Personal Data and the Royal Decree 1720/2007 of December 21.

SPARBER informs that it is the holder of the CUSTOMER file, registered with the Spanish Agency for Data Protection. The aim of this processing is none other than the provision of services and the management of information request. We inform you equally that the treatment of this Data by SPARBER is done in a confidential manner and only for the provision of the services. The Data can also be treated by subcontractors in the same confidential manner and for the same purpose, although they will never be the record-holder of the

Data In case there is a change in your data; please contact us to update the same. Likewise, please be advised that you have the authority to exercise rights of access, rectification, cancelation and opposition, as recognized by the Organic Law 15/1999 of December 13. To exercise these rights, and for any aclaration, please contact us by postal mail or email to: lopd@sparber.es on the for the attention of the Data Protection Department, referring in the envelope the term DATA PROTECTION.

10. LANGUAGE

These General Conditions have been redacted in the English Language for your information. In case of any doubt the Spanish Version will be prevalent.