

**GENERAL TERMS AND CONDITIONS
FOR THE CARRIAGE OF GOODS AND
ASSOCIATED ACTIVITIES ARRANGED
BY MULTITRADE SPAIN, S.L.
(‘Terms and Conditions’)**

All services provided by MULTITRADE SPAIN, S.L. (‘Multitrade Spain’) shall be governed exclusively by these Terms and Conditions, which form a binding part of the contract between the Client and Multitrade Spain.

These Terms and Conditions are available to clients and the general public at any Multitrade Spain office, on the Multitrade Spain website (www.multitrade-spain.es) and in the Register of General Contract Conditions section of the Moveable Property Register of Barcelona.

The client accepts that these general Terms and Conditions shall apply to all services provided by Multitrade Spain to arrange or implement the national or international carriage of goods, and any other associated activity performed by Multitrade Spain in the conduct of their business. These general Terms and Conditions shall also apply to any order transmitted, either in writing, by fax or email, or verbally, regardless of any specific reference to them. The limits of liability defined in these general Terms and Conditions shall also apply to any judicial or extrajudicial claim for compensation arising from the services provided by Multitrade Spain. The client should notify any third parties with whom they may take out a contract that these general Terms and Conditions exist and are in force.

1. DEFINITIONS

‘Act 14/2014’: the Spanish Maritime Navigation Act, of 24 July 2014.

‘Act 15/2009’: the Spanish Transport of Goods by Land Act, of 11 November 2009.

‘ADR Regulations’: the European Agreement Concerning the International Carriage of Dangerous Goods by Road.

‘Carrier’: person or entity that undertakes to transport goods in their own name, regardless of whether the goods are carried by their own modes of transport or by contracted third parties. Multitrade Spain may also act as a Carrier and execute carriage using their own or third-party modes of transport.

‘Client’: person or entity to whom Multitrade Spain provides their services or, where applicable, an agent or employee/dependent of said person or entity, designated by express mandate or instruction.

‘CMR Convention’: the Convention on the Contract for the International Carriage of Goods by Road, signed in Geneva on 19 May 1956.

‘Consignee/Recipient’: person or entity to whom the Carrier will deliver the goods at the destination.

‘Consignor/Shipper’: person or entity that contracts the carriage of goods on their own behalf and for whom the Carrier undertakes to execute the carriage.

‘Freight Forwarder’: Multitrade Spain acts in their capacity as Freight Forwarder, organiser, intermediary or broker for the carriage requested by the Client by express mandate, using any third-party mode of transport, agent or sub-agent to deliver the service requested.

‘Hague-Visby Rules’: provisions of the International Convention for the Unification of Certain Rules Regarding Bills of Lading, signed in Brussels on 25 August 1924, and amended by the 1968 and 1979 Protocols.

'IMDG CODE': the International Maritime Organization (IMO) International Maritime Dangerous Goods Code.

'LOTT': Act 16/1987, of 30 July, regulating Carriage by Land.

'Montreal Convention': the Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal in 1999.

'ROTT': Regulation on the Carriage by Land Act, amended by Royal Decree 70/2019, of 15 February.

'SDR': special drawing right. Unit of account defined by the International Monetary Fund.

'SOLAS Convention': the International Convention for the Safety of Life at Sea (SOLAS), approved by the International Maritime Organization (IMO).

'US COGSA': the US Carriage of Goods by Sea Act, of 1936.

'Warehousing Company': Multitrade Spain may occasionally act as a Warehousing Company and store consignments in bailment in their own warehousing or that of a contracted third party.

2. GENERAL PROVISIONS

2.1. By contracting the services of Multitrade Spain, the Client agrees that these Terms and Conditions shall apply to all services provided by Multitrade Spain as a transport operator. The Client also agrees that the relevant clauses in the bill of lading or any other shipping document or consignment note used in the provision of these services shall also apply. In the event of any discrepancy between the shipping documents issued by Multitrade Spain and these general Terms and Conditions, the bill of lading or subsequent consignment note will take precedent, followed by these

general Terms and Conditions and finally, any other shipping document used.

2.2. Excepting when the Client has issued specific instructions regarding the manner in which the contracted service should be organised, Multitrade Spain shall have absolute discretion to choose what they consider to be the most efficient itinerary and modes and methods of transport to ship or deliver the Client's goods. Multitrade Spain may also use third parties to carry out any or all of the services contracted that will be subject to the terms and conditions and limits of liability established by these general Terms and Conditions.

2.3. The Client understands that the goods will be exposed to various risks during the activities carried out by the transport operator.

2.4. Without exception, the goods will be dispatched at the risk and expense of the Consignor/Shipper and Consignee/Recipient.

2.5. Insurance shall be taken out individually in accordance with the Client's express instructions, which must be given in writing to be valid and effective between the parties.

2.6. If the Consignee/Recipient fail to collect all or part of the goods on arrival at the destination, they will be stored at the risk and expense of the Client, Consignor, Shipper, Recipient or whomsoever the risk and expense should correspond according to the particular agreement, as laid down by the law and the customs and practice of the place of destination.

2.7. Multitrade Spain and its agents or correspondents are authorised to store or sell the goods if they should be abandoned, or freight or any cost related to carriage is not paid within a period of six (6) months of notification of arrival of said goods, or if the consignment cannot be delivered due to unforeseen circumstances arising during carriage

that renders continuing with carriage impossible, illegal or prohibited. The goods may also be destroyed if they have not been collected within one (1) year after their arrival, or before if circumstances permit. In the latter case, the cost of disposal of the goods will be charged and invoiced to the Client.

3. GOODS: DECLARATION, DESCRIPTION AND NATURE; PACKAGING

3.1. The Client, Consignor and Consignee warrant to Multitrade Spain that the data in the goods declaration is accurate with respect to weight, volume, dimensions, contents, quantity, quality, description, nature, condition, marks, numbers and characteristics. For this purpose, the Client, Consignor and Consignee shall be liable for any penalty or damage arising from inaccuracy of the aforementioned data and the Client, Consignor and Consignee shall assume liability for any loss, damage, failure or other expense incurred by Multitrade Spain as a result of inaccuracies in the declaration.

3.2. The Client warrants that the goods are suitable for carriage by any means and that all data provided have been verified by the Client and are correct. The Client also understands that the goods declaration constitutes an undertaking as to the accuracy of the description of the goods, and the Client must present a true, accurate and complete declaration.

3.3. The Client warrants that the goods are lawful and legitimate, have not been smuggled, do not contain drugs or any other illegal substance, and will not cause any harm to Multitrade Spain or any other cargo or person involved in carriage.

3.4. The Client expressly declares that the packaging used is suitable for the service contracted. Multitrade Spain will not carry out any special packaging unless the Client provides express instructions at least twenty-four

(24) hours before ordering the shipment. The cost and liability for any such packaging will revert in its entirety to the Client.

3.5. Multitrade Spain shall not be liable for any absence of marks or numbers, delivery errors due to marks, countermarks, directions or numbers, or labelling errors, or failure to notify the Consignee/Recipient of the arrival of the goods. Multitrade Spain also assumes no liability for any goods retained by Customs in the country of origin or destination for any of these reasons or for any other failing attributable to the Client, Consignor or Consignee.

3.6. If the particulars of any sales contract, invoice, import licence, letter of credit, or details of any contract to which Multitrade Spain is not a party are included with the consignment to be carried, such particulars are included at the sole risk of the Client. The Client agrees that the inclusion of these data will not be considered a declaration of value, and will under no circumstances imply any increased liability on the part of the transport operator.

3.7. The Client and Consignor/Shipper must comply with the legislation relating to documentation, marks, consignment notes, packaging and any other requirement of the importing/exporting countries of the goods to be shipped. Multitrade Spain assumes no liability for any breach of these regulations, including those of the country of origin or destination with which the Client expressly declares that they are familiar.

3.8. The Consignor/Shipper is liable for any poor or unsuitable packaging, defect or inappropriate use that causes or could damage the goods themselves, other goods belonging to other clients, handling equipment, the environment, third parties or employees or any of the means of transport, regardless of whether these deficiencies occur in operations not directly carried out by Multitrade Spain. The Client shall

indemnify Multitrade Spain for all costs caused by said deficiencies.

4. DANGEROUS AND SPECIALITY GOODS

4.1. The Client and Consignor/Shipper must advise and inform Multitrade Spain of the flammable, explosive or dangerous nature of the goods to be shipped, stored, handled or distributed, as well as any specific precautions to be applied, in compliance with the legal terms and deadlines applicable to each case. The Client and Consignor/Shipper must comply with the current ADR/IMDG regulations during transport, storage and distribution.

4.2. In the event of any omission, inadequacy or inaccuracy of information about the dangerous goods, the Client shall be liable for all damage to the goods and any direct or indirect losses and expenses. In the event that the goods have to be unloaded, destroyed, neutralised or rendered harmless, the Client shall assume all costs arising therefrom, and Multitrade Spain shall be exempt from any liability that may result.

4.3 The Client and the Consignor/Shipper must comply with the legislation relating to documentation, marks, bills of lading, packaging and any other requirement for the transport of dangerous, flammable or explosive goods, holding Multitrade Spain harmless from any liability for any breach of these regulations.

4.4. Client/Consignor/Shipper warranties and obligations are more extensive for carriage to the USA, given the special requirements of the country, and all duties to notify the country's Customs authorities of the nature of the consignment tend to be very strict, as are the restrictions on particular types of goods. For this reason, the requirement for prior notification, and the documentation needed at all times to export to the USA, are the sole

responsibility of the Client/Consignor/Shipper. Any documentation required by the US authorities should be equally lawful, accurate, complete, and precise, and provided to Multitrade Spain in good time. The Client/Consignor/Shipper shall be liable for any damages arising from inaccurate information or omissions.

5. VERIFIED GROSS MASS (VGM) REQUIREMENT (SOLAS)

The Client understands that it is an absolute requirement of the International Convention for the Safety of Life at Sea (SOLAS) and the amendments approved by the International Maritime Organization (IMO) to verify the weight (gross mass) of each packed container to be exported, as a prerequisite to loading on any vessel. The Shipper and Client are responsible for obtaining, documenting and transmitting the verified gross mass (VGM) of the packed container to the shipping company.

If the VGM has been obtained by the Shipper themself and provided to the shipping company, either directly by the Shipper or through Multitrade Spain, Multitrade Spain will not be responsible for verifying said VGM. If the Client expressly requests Multitrade Spain in writing to provide the VGM obtained by the Client to the shipping company, the document should be provided to Multitrade Spain in good time, and always before the arrival of the container at the terminal, otherwise the shipping company may not load the container(s) on board the designated vessel. In this case, Multitrade Spain shall not be liable for any failure to load, or any surcharge, delay or claim that may arise. The Client is solely and exclusively liable for any such occurrence.

The Client may request the VGM from Multitrade Spain when making their reservation, and payment will be required for this service. In these cases, Multitrade Spain may use a

subcontracted company or their own means of verifying the VGM, ensuring that the consignment is weighed with sufficient notice for the container to be loaded on the intended vessel.

6. LIABILITY/EXCLUSIONS

6.1. Multitrade Spain shall only be liable to the Client for any loss or damage resulting from their negligence, fault or breach of their contractual obligations.

Liability on the part of Multitrade Spain for damages arising from loss, damage or failure of the goods occurring between the operator taking custody of the goods (the moment in which they take charge of the goods) and Multitrade Spain delivering the goods to their destination will be determined according to national and international legislation on transport by sea, air, land or rail. In no event shall this liability exceed the liability assumed by the companies that ship by sea, air or road, or any intermediary, including any bailment warehouse that may be involved during the course of shipment. Multitrade Spain shall always hold the same rights as the aforementioned companies and warehouses to protect their interests.

6.2. In no event shall Multitrade Spain be liable for deeds or actions resulting or derived from omission or negligence by the Consignor/Shipper or Consignee/Recipient, inherent vice or the nature of the goods/merchandise, shrinkage, spillage or normal wear and tear, delays, strikes, lockouts or other labour disputes, natural disasters, *force majeure*, theft, confiscation, war or any other cause that is not controlled by Multitrade Spain and that could not have been prevented by the transport operator, or the consequences of which could not be avoided.

6.3. Multitrade Spain shall not be liable for any loss or damage to the goods if said loss or damage occurs before

Multitrade Spain takes custody of the goods or delivers the goods at their destination. Notwithstanding the above, if any relevant compulsory law provides to the contrary, Multitrade Spain shall benefit from all rights, defence, limitations and liberties established by the relevant legislation at conclusion of the contract.

6.4. Multitrade Spain shall not be liable for complying with instructions given by the Client/Consignor/Shipper/Recipient after the dispatch or shipping documents have been issued, or for any eventuality arising from subsequent instructions issued by the Client.

6.5. When shipping is multimodal (carried out by two or more different shipping methods), Multitrade Spain shall assume the liability laid down by the legislation applicable to the stage or method of shipping at the moment that the damage occurs. If the stage of shipping at which the loss or damage occurred cannot be established, Multitrade Spain will assume the liability laid down by Act 15/2009, with any claim for loss or failure of the goods being regulated by the rules applicable to the shipping method employed or proposed for each stage of shipping.

6.6. In no event will Multitrade Spain be liable for loss of profit, consequential or indirect losses, loss of business or clients, commercial loss, or punitive interest. Multitrade Spain also assumes no liability for any interruption in production, business or sales arising from delay, loss, theft or damage to the goods.

7. DELAY

7.1. Goods loading, unloading and arrival dates are estimated. Multitrade Spain does not undertake to ensure that the goods arrive within any particular timescale, or to satisfy the demands of the market or any particular use, so delivery dates are always approximate.

Multitrade Spain shall not be liable for any direct, indirect or consequential loss or damage arising from a delay in delivery of the goods.

7.2. Notwithstanding the above, in the event that the relevant legislation expressly states to the contrary, Multitrade Spain shall not be liable for any more than 2.5 times the freight corresponding to the delayed goods in the event that it is considered liable for any loss or damage arising from delayed delivery.

7.3. If the Client requires delivery to be guaranteed by a particular deadline, they should state this clearly when they take out the service and their request should be expressly and unambiguously accepted in writing by Multitrade Spain in order for said deadline to be binding.

8. LIMIT OF LIABILITY

Liability by Multitrade Spain for any loss or damage to the goods shall be limited in accordance with current regulations and the International Conventions, and in particular:

8.1. Carriage by Land

A) For national carriage of goods by land, with Act 15/2009, LOTT and ROTT. A limit of one third of the IPREM per kg gross weight of the damaged goods shall be applicable, as per Article 57 of Act 15/2009.

B) For international carriage of goods by land, with the CMR Convention. Liability shall be limited to 8.33 Special Drawing Rights per kg gross weight of damaged goods.

8.2. Carriage by Sea

A) For international carriage of goods by sea, with the Hague-Visby Rules. Liability shall be limited to 666.67 SDR per unit of the cargo declared on the bill

of lading that is lost or damaged, or 2 SDR per kg gross weight of said goods, whichever is the higher.

B) For national carriage of goods by sea, with Act 14/2014. Liability shall be limited to 666.67 SDR per unit of the cargo declared on the bill of lading that is lost or damaged, or 2 SDR per kg gross weight of said goods, whichever is the higher.

This applies to national and international carriage of goods by sea, without prejudice to the jurisdiction clause agreed.

8.3. Carriage by Air

For national and international carriage of goods by air, with the Montreal Convention. Liability shall be limited in to 19 SDR per kg gross weight of damaged goods.

8.4 Bailment and warehousing

For the service of bailment and warehousing of goods that are not in transit, Multitrade Spain may limit their liability in accordance with LOTT (Chapter I of Royal Decree 1211/90, which applies to activities that are ancillary and complementary to carriage), i.e., 4.5 Euro per kg gross weight of the damaged goods.

The cumulative liability of Multitrade Spain shall never exceed the limit of liability for total loss of the goods.

The limits of liability set out herein shall apply to all claims against Multitrade Spain, whether the claim is based on contractual or non-contractual liability.

9. EXCLUSION OF LIABILITY

9.1. Multitrade Spain shall not be liable for any loss, damage or expense, such as loss of benefit, loss of clients, fines, claims for losses due to depreciation or penalty clauses, consequential losses,

fluctuations in exchange rates, rates or taxes increased by the authorities, claims for increases in the price or value of the goods lost or damaged, or similar, regardless of the cause.

9.2. Multitrade Spain shall also be exempt from any liability for the following factors that may occur during provision of their services:

- Fault or negligence by the Client or their appointed representative.
- Inappropriate packaging, labelling, signage or stowage, or the absence of these, provided that Multitrade Spain was not responsible for packing, labelling or stowing the goods.
- War, rebellion, revolution, insurrection, usurped power or confiscation, nationalisation or requisition by, or under the order of, any Government or public or local authority.
- Strike, lock-out or other labour dispute affecting work.
- Damage caused by nuclear energy.
- Natural disasters.
- *Force majeure*.
- Theft.
- Circumstance that could not have been prevented and whose consequences could not have been foreseen by Multitrade Spain.
- Inherent nature and vice of the goods.
- Piracy.
- Inaccurate labelling or markings.
- Any other exonerating circumstances established by current conventions or legislation.

9.3. Multitrade Spain shall not be liable for goods that have been transported by the Client or their representative, nor for the consequences of loading or unloading operations that have not been

organised/carried out by Multitrade Spain.

9.4. Multitrade Spain shall not be liable for any loss, damage or expense arising from, or associated with, inaccurate or incorrect information provided by the Client/Shipper with respect to the number, contents, weight, marks or description of the goods.

9.5. Multitrade Spain shall not be liable for any consequential loss or damage, such as loss of benefit, loss of clients, loss of profit, depreciation or penalty clauses.

10. INSURANCE

10.1. Multitrade Spain does not insure against loss or damage to the goods during carriage, storage or haulage, unless by express instruction in writing, in which case the Client shall pay the applicable premium.

The Client may take out additional insurance to cover the value of the goods shipped, after declaring the value and paying the relevant premium, or as per the terms established by the insurance policy taken out, and Multitrade Spain shall not be liable for any dispute that may arise between the Client and the insurer.

10.2. The Client agrees and acknowledges that Multitrade Spain has no knowledge of the value of the goods, and shall not claim compensation from Multitrade Spain greater than the values laid down in these Terms and Conditions, unless Multitrade Spain gives express consent in writing to the Consignor/Shipper unambiguously declaring the value of the goods before delivery to the transport operator, and the value of said goods has been declared in writing and an additional insurance premium paid.

11. PRICE OF SERVICES CONTRACTED

11.1. The carriage service, and other services provided by Multitrade Spain, is understood to be contracted according to the rates applicable when the service is contracted, and with the limits and scope described.

11.2. Any additional costs arising from events or circumstances subsequent to the date of contracting the service or, if applicable, the date of issue of the dispatch or shipping documents, will correspond to the Client, provided that these are duly justified and are not due to any fault or negligence by any of the parties involved in provided the services contracted herein.

11.3. Payment for the services provided by Multitrade Spain, and any other costs, shall be made in full, unless expressly agreed prior to contract. The fee shall be paid in the currency agreed and without deduction, before delivery of the goods.

11.4. A statement to the effect that costs, rates, tariffs or freight are payable at origin, destination, pre-paid or payable, may be included at the request of the Client, Forwarding Agent or Recipient, but this will not affect the Client's duty to pay the tariff for the services provided by Multitrade Spain.

11.5. If payment for the services provided by the transport operator, or any other cost, should be delayed, the debtor undertakes to pay the default interest stipulated in Act 3/2004, of 29 December, on Measures to Combat Late Payment in Commercial Operations.

11.6. The Client shall have no right to lien or compensation over any sums owing to Multitrade Spain.

11.7. Deferment of invoice payment shall be limited to the period agreed with each Client, and the due date shall not exceed sixty (60) days from the invoice date or the date the service was provided.

11.8. The Consignor and Recipient shall be jointly liable to Multitrade Spain for all costs arising from any delay in reception or collection of the container at the destination, including any costs that such delay may originate.

12. RIGHT OF RETENTION AND LIEN OF GOODS

12.1. Multitrade Spain is expressly authorised to request bailment and sale of the goods covered by the relevant shipping document in the event that the parties responsible fail to pay the freight or costs associated with carriage.

Such authorisation may be executed within a period of six (6) months from notification of the arrival of the, and in any circumstances when delivery could not be achieved because of unforeseen circumstances arising during carriage which render it impossible, illegal or prohibited. The aforementioned shall also apply in the event that the Recipient fails to collect the goods within a period of six (6) months.

Multitrade Spain and its agents have the right of retention or lien over the goods and documents in their care for any sum owed by the Client for services entrusted to Multitrade Spain by the Client.

12.2. Multitrade Spain may initiate legal proceedings or exercise their right to any form of conflict resolution they deem necessary, in accordance with the law of the place of dispatch or the place of delivery of the goods at their discretion. The Client shall be liable for any deterioration of the goods, including **perishable** goods, due to any lien or retention that Multitrade Spain or its agents are obliged to execute.

13. CLAIMS FOR DAMAGE AND FAILURE: NOTIFICATION AND PRESCRIPTION

13.1. At the moment of delivery, the Recipient should check the condition of the goods and the quantity, number and weight of the packages, and record at that moment any apparent defect, loss or failure. Claims should be made in writing.

The Recipient shall present a claim for any irregularity or damage that is not detected at the moment of delivery in writing within twenty-four (24) hours of delivery, otherwise the condition of the goods on delivery shall be considered satisfactory.

Complaints and claims for losses, or damage/failure arising during carriage should be made in line with the relevant legislation and the International Conventions on the carriage of goods, according to the method of carriage.

13.2. If the Recipient fails to present a claim at the moment of delivery, no other action shall be accepted in respect of said damages.

13.3. All legal action with respect to the service provided directly by Multitrade Spain or via third parties shall prescribe or expire in the period laid down by the relevant legislation and the International Conventions on the various methods of carriage of goods, and the limitation period or expiry will run according to the stipulations of the relevant legislation or Convention.

14. LAW AND JURISDICTION

All contracts shall be governed by and construed in accordance with Spanish law.

Any disputes arising from the organisation of the carriage (such as claims for damage or loss of goods, delays, etc.) or any service provided by Multitrade Spain, either directly or via third parties shall be subject to the law and jurisdiction stated on the reverse of the consignment note or bill of lading.

Notwithstanding the forgoing, and in cases that are not provided for above, any dispute or action that may be brought against Multitrade Spain, their employees or dependants shall be subject to Spanish jurisdiction, more specifically, to the Courts of Barcelona, and the Client/shipper expressly renounces their own jurisdiction, if different.

With respect to claims made to Multitrade Spain, the Consignor/Shipper and Consignee/Recipient expressly submit to the jurisdiction and authority of the Courts of Barcelona, to the exclusion of the jurisdiction of the courts of any other country or city.

15. SURVIVAL CLAUSE

Should any clause in these Terms and Conditions be declared totally or partially null, ineffective or unenforceable by a Judge or institution with sufficient competence and authority, the other provisions and conditions shall remain fully applicable and effective.

16. CONFIDENTIALITY

Multitrade Spain and the Client undertake to maintain the confidentiality of the data and information provided by all Clients and third parties for the purpose of delivering the services requested, except when these data and information must be revealed for legal reasons. In this case, all opportune measure shall be taken to ensure that any party accessing the confidential information complies with the obligations arising from the service provided.

The Client and Multitrade Spain agree to maintain the strictest confidentiality with respect to the provision of services,

including the business, products, processes, methods, strategic plans, clients, suppliers, commercial data, relationships with other partners, functional analysis, software, coding, statistics, assets, bank accounts, insurers and policies, and any other information.

The Client shall expressly accept that any information related to the contracts agreed or maintained by Multitrade Spain with third parties in order to provide the services contracted constitutes a trade secret exclusive to Multitrade Spain. The Client expressly relinquishes the right to request said information and recognises that it is the property of another and confidential.

Any breach of the duty of confidentiality assumed by the Client will give rise to compensation for damages caused to Multitrade Spain.

17. DATA PROTECTION

The Client and Multitrade Spain agree to the inclusion of personal data on their respective clients in the records of the other party, and undertake to comply with Regulation (EU) 2017/745 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data (GDPR), and Organic Act 3/2018 on the Protection of Personal Data and Guarantees on digital rights and its implementing regulations, and any other legislation that should replace or update it in the future. Any of the parties may request access, rectification, erasure, or objection to their personal data at any time.

Signed in Barcelona, 01 April 2019.