

GENERAL TERMS AND CONDITIONS FOR THE CARRIAGE OF GOODS ORGANIZATION AND OTHER RELATED SERVICES

Note: This English version is for informative purposes. In case of discrepancy between the Spanish version and English version of this GENERAL TERMS AND CONDITIONS, the Spanish version shall prevail.

These General Terms and Conditions (hereinafter "GT&C") are public, and can be checked in any of the open business offices of LESCHACO IBERIA, S.L., as well as on its website www.leschaco.com. Those who wish to contract with LESCHACO IBERIA, S.L., please make sure you read carefully these GT&C and solve any doubts before hiring any services.

1. SCOPE OF APPLICATION.

These GT&C (and in its case the clauses incorporated to the bill of lading of LESCHACO or in any other transport document that could be used for said services), contains all terms and conditions applicable to all services rendered with LESCHACO IBERIA, S.L. (hereinafter "LESCHACO"), and shall apply to any person or entity (hereinafter the "Client") who contracts the services of LESCHACO, and this regardless of the means used to contract said services, whether by email, website, telephone, or any other means.

Any claim or dispute that may arise in connection with any of the services contracted with LESCHACO, shall be governed by these GT&C.

2. DEFINITIONS.

Forwarder or Transport Operator: Refers to LESCHACO, who, unless otherwise indicated, acts as Freight Forwarder, Transport Operator or Logistic Operator, in charge of organizing the carriage of goods and other auxiliary and related services. In order to do so, LESCHACO makes use of all kinds of transport means and subagents, in respect of which LESCHACO responds.

Client: Refers to the party who contracts the provision of service with LESCHACO.

Transport: Refers to all shipments of goods from origin to a destination by any means of transport whatsoever, land, sea, air, railway or multimodal.

3. SERVICE ACCEPTANCE.

The Client acknowledges having read these GT&C, and agrees with its full content, and expressly accepts that these GT&C apply to any services contracted. Furthermore, the Client agrees to inform third parties that may have contracted him about the existence, validity and acceptance of these GT&C.

In the event of a non-acceptance of these GT&C, partially or totally, the Client must expressly state this in writing and immediately before the first notice of incorporation of the same. After seven days of the notice of incorporation, the GT&C shall be considered validly incorporated and accepted.

4. TRANSPORT DOCUMENTS.

The carriage shall be covered by a bill of lading, waybill, delivery note, air waybill, waybill for carriage of goods by road (depending on the means of carriage contracted), or any other similar document issued by LESCHACO or its agents, or by the effective carriers, which shall be in accordance with the applicable national rules and International Conventions, and whose clauses shall be applicable between LESCHACO and the Client.

In case of discrepancy between said transport documents and these GT&C, it shall prevail; firstly, the bill of lading and other similar documents; secondly, the GT&C; and finally, any other transport document used.

5. DESCRIPTION OF GOODS & PACKING.

- 5.1. The Client, and/or its agents and dependents, assures LESCHACO about the accuracy of the declaration of the goods with regard to their characteristics, description, trademarks, numbers, quantity, weight and volume. The Client shall be liable for any loss or damage, breakdowns and/or penalties that the inaccuracy of the aforementioned data may cause to LESCHACO and/or third parties, as well as those arising from a defective or inadequate packing, or badly used that may cause damage to the goods or handling equipment or means of transport, even when such inaccuracies or deficiencies appear in operations not directly carried out by LESCHACO, to whom the Client shall indemnify in addition to the expenses incurred by such causes. LESCHACO reserves its right to make, at the time of receipt of the goods, the relevant reservations it deems convenient and or necessary.

5.2. LESCHACO will not assume any special responsibility in connection to the packing of the good, remaining free from any liability in this sense. Unless otherwise agreed between the Client and LESCHACO, the Client and/or its agents or dependents, shall be responsible for the proper packing of the goods and to make sure these are prepared to withstand transport. LESCHACO reserves the right to make, at the time of receipt of the goods, the relevant reservations it deems convenient and or necessary. These warranties shall be equally applicable and extendable for the cases in which the lashing material is supplied by the Client.

5.3. The Client, and/or his agents or dependents, are obliged to inform in advance to LESCHACO about the dangerous, flammable or explosive nature of the goods to be carried, storage and or handled. The Client shall be solely responsible for complying with the legal requirements in force with respect to the packing, documentation, marks, bills of lading or any other requirements necessary for the carriage, storage and/or handling of such goods, and must provide all the necessary information and documents to LESCHACO for the carriage, storage and handling of such goods, as well as the precautions to be adopted.

Furthermore, the Client shall provide LESCHACO with all necessary instructions and recommendations which affect the proper carriage, storage or handling of the goods, when it is required or recommended by the nature or characters of the goods.

5.4. The CLIENT, and/or his agents or dependents, shall be obliged to inform LESCHACO about the instructions required by customs formalities and others, as well as to provide LESCHACO with the necessary documents for customs clearance, when the latter is required by the Client.

5.5. In no case, LESCHACO, nor its agents or representatives, shall be responsible for the correctness of the information referred to in this clause, even if LESCHACO would have been able to verify this. In case of any mistake, or insufficient or erroneous information, the Client shall be liable for the damages caused, and LESCHACO will be entitled to reimburse any expenses incurred for this reason, and shall be exempted from any liability if the goods had to be discharged, destroyed or neutralized, depending on the circumstances and without compensation to the Client.

6. SCOPE OF LIABILITY.

- 6.1. LESCHACO is obliged to organize the carriage, handling and storage of the goods, at its own discretion, in the most appropriate manner and exercising due diligence, unless expressly and sufficiently in advance, the Client gives any specific instructions regarding the carriage organization and the aforementioned means and services.

For the purposes of organizing the services described above, and unless otherwise instructed by the Client, LESCHACO may select and contract third parties acting in their capacity as operators, carriers, freight forwarders, warehouse operators, customs agents and whatsoever necessary in order to perform the carriage, storage, handling and delivery of goods, all of which shall be considered agents of LESCHACO.

LESCHACO shall be liable for the election and instructions to above mentioned subcontracted agents. Notwithstanding, it shall be released from any liability in case the subcontracted agents' choice has been made following Client's instructions, as well as when the instructions given to these subcontracted agents have been made in accordance with the Client's order/instruction.

- 6.2 As Freight Forwarder or Logistics Operator, LESCHACO shall be responsible for the transport organization and shall be liable for any breach of contract, only during the period of liability set forth by the applicable national provisions and the International Conventions, and always under the same circumstances and in the same position as the effective carrier.

As warehouse operator, LESCHACO's period of liability shall commence from the moment the goods are delivered to its employees and/or agents, and shall end as soon as the goods leave the warehouse for carriage, being solely liable for those damages as a result of breach of their contractual obligations, in the cases and circumstances set forth by the applicable regulations.

As custom clearance, LESCHACO shall be only liable for the damages caused by its own fault or negligence, but shall not be liable in case a damage is caused following Client's instructions. Furthermore, the Client shall be the sole taxpayer and LESCHACO only acts on the Client's behalf.

- 6.3. In any case, LESCHACO 's liability shall be limited to the loss of or damage to the goods. In no case LESCHACO shall be liable for damages as a result of loss of profits, loss of customers, stock ruptures, penalty clauses, fines, losses due to depreciation, fluctuations in currency exchange rates or taxes increased by the Authorities, or any other patrimonial damage suffered.

Furthermore, LESCHACO shall not be liable for damages resulting from the delay in the delivery of the goods, unless such liability is expressly set for by the applicable national rules and International Conventions.

- 6.4. LESCHACO shall not be liable with respect to the loss of or damage to the goods in the following cases:

6.4.1. When the choice of third-party operators, carriers, freight forwarders, warehouse operators, customs agents and others has been made by the Client, and the loss of or damage to the goods was caused during the period of liability of said third parties, or for reasons attributable to those third parties.

6.4.2. When the transport instructions to those third parties have been conveyed in accordance the Client 's orders/instructions, and the loss of or damage to the goods was caused during the period of liability of said third parties, or for reasons attributable to those third parties.

6.4.3. Whenever the loss of or damage to the goods was caused during the period of liability of third parties not contracted by LESCHACO, nor by its subcontractors, or in connection with operations not carried by LESCHACO or its subcontractors.

6.4.4. When the loss of or damage to the goods results from breach, fault or negligence by the Client or its agents or dependents, in any of its obligations, in particular those related to the description of goods, and it packing and preparation for shipment and transport, as well as the lashing material defective supply.

6.4.5. When the goods have been shipped and carried by the Client, its agents, employees or any other legal representative.

6.4.6. When the handling, stowage, loading and unloading operations have not been carried out by LESCHACO. In any case, and unless distinct Client instructions, when the goods are to be carried by means of containers, the handling, stowage, loading and unloading of the goods into the container shall be Client's liability.

6.4.7. In any case, when the loss of or damage to the goods result out of LESCHACO's period of liability.

7. LIMITATION OF LIABILITY

7.1. Provided that it is compatible with the provisions contained in clause 6, and with the maximum limit of the goods value, LESCHACO's liability in respect to the loss of or damage to the goods in connection with the transport and its limitation of liability shall be regulated in accordance with the applicable national rules and International Conventions, which to the present days are:

7.1.1. For national inland transport, the Act 15/2009, of 11 November 2009 of Contract for the Inland Transport of Goods (LCTT), Act 16/1987 of 30 July 1987 of Organization of the Inland Transport (LOTT) and its Regulation (ROTT); and LESCHACO's liability shall be, in its case, limited to one-third of the Public Revenue Index/day per kilogram of gross weight.

7.1.2. For international inland transport, the Convention of 19 May 1956 on the Contract for the International Carriage of Goods by Road ("CMR Convention"); and LESCHACO's liability shall be, in its case, limited to 8.33 Special Drawing Rights per kilogram of gross weight of the goods loss of or damaged.

7.1.3. For domestic maritime transport, the Act 14/2014 of 24 July 2014 of Maritime Navigation; and LESCHACO's liability shall be, in its case, limited to the larger amount between applying 666.67 Special Drawing Rights per unit or 2 Special Drawing Rights per kilogram of the goods loss of or damaged.

7.1.4. For international maritime transport, the Brussels Convention of 1924 on the unification of certain rules of law relating to bills of lading ("The Hague-Visby Rules"); and LESCHACO's liability shall be, in its case, limited to the larger amount between applying 666.67 Special Drawing

Rights per unit or 2 Special Drawing Rights per kilogram of the goods lost or damaged.

- 7.1.5. For domestic air transport, the Act 48/1960 of 21 July 1960 of Air Navigation; and LESCHACO's liability shall be, in its case, limited to 17 Special Drawing Rights per kilogram of gross weight of lost or damaged goods.
- 7.1.6. For international air transport, the Convention of 28 May 1999 for the Unification of Certain Rules of Law for International Carriage by Air ("Montreal Convention"); and LESCHACO's liability shall be, in its case, limited to 19 Special Drawing Rights per kilogram of gross weight of lost or damaged goods.
- 7.1.7. For domestic railway transport, the Act 15/2009, of 11 November 2009 of Contract for the Inland Transport of Goods (LCTT), Act 39/2003, of 17 November 2003, of the Railway Sector, and its Regulations and the applicable provisions of the LOTT.
- 7.1.8. For International railway transport, the Convention of 9 May 1980 on the International Railway Carriage, ("CIM-COTIFn Convention").
- 7.1.9. For combined or multimodal transport, each phase, section or mode of transport shall be governed by the national rules and International Conventions above described, where applicable. When the phase whether the loss of or damages to the goods resulted cannot be determined, the legal shall be the LCTTM.
- 7.2. For the purposes of clause 6.3, LESCHACO shall only be liable for the delay in the delivery of the goods when such liability is expressly set for by the applicable national rules and International Conventions. In any case, the delivery deadlines shall always be considered approximate, and shall be subject to the circumstances of the means of transport used. In the event the Client wishes to fix a specific deadline, this must be expressly indicated by the latter when contracting the transport service and it shall be expressly accepted by LESCHACO.
- 7.3. When the liability results from events or acts occurred during the effective carriage execution, and LESCHACO, as Freight Forwarder or Transport Operator, is to be subrogated in this liability, in no event this liability may exceed the liability assumed by the shipping companies, land transport companies, airlines, railroads,

warehouse depots, or any other intermediaries, in accordance with the applicable national rules and International Conventions.

- 7.4. The limitations of liability described herein shall apply to all claims against LESCHACO, regardless whether such claims are based on contractual liability or tort liability, or filed as a civil claim, criminal claim, counterclaim, arbitration, friendly claim or any other, and/or by judicial, civil, commercial and/or criminal proceedings.
- 7.5. In case of a claim against LESCHACO's employees and/or dependents of LESCHACO, the liability regime as well as the limitations of responsibility described herein, shall also be applicable.

8. EXCLUSION OF LIABILITY.

- 8.1. Without prejudice the exclusions of liability contained in the aforementioned national rules and the International Conventions, LESCHACO shall be exempted from any liability occurring in the following circumstances:
 - 8.1.1. Fault or negligence of the Client, its agents, employees or any other authorized representatives.
 - 8.1.2. Defective packing, marking and stowage or the lack thereof, provided that LESCHACO has not been responsible for the packing, marking and stowage of the goods. Furthermore, LESCHACO shall not liable for the packing of goods that has been unable to verify/check.
 - 8.1.3. Insufficiency or gaps in connection with the number, content, weight, brands or description of the goods.
 - 8.1.4. Due to force majeure reasons, defined by article 1.105 of the Spanish Civil Code as any assumption that could not have been foreseen, or that, foreseen, was inevitable. For these purposes, and without limitation, the following shall be considered causes of force majeure:
 - 8.1.4.1. War, revolution, insurrection, seizure of power or confiscation, nationalization or requisition by or under the orders of a government or a public or local authority.

- 8.1.4.2. Strike, lockouts, and other labor disputes that directly or indirectly affect LESCHACO 's services.
- 8.1.4.3. Nuclear energy incidents.
- 8.1.4.4. Natural disasters.
- 8.1.4.5. Theft, robbery or any other illegal seizure.
- 8.1.4.6. Decrease in volume or weight, or hidden defects, special nature or vice of the goods.
- 8.1.4.7. Adverse weather conditions.
- 8.1.4.8. Piracy.

9. INSURANCE OF GOODS.

- 9.1. LESCHACO shall not insure the losses of or damages to the goods that may result during the handling, storage and/or carriage operations, unless the Client expressly instructs LESCHACO in writing to do so and prior to commence the provisions of the services, and in such case the Client shall pay for such insurance. In such case, LESCHACO acting as Policyholder shall contract an insurance on behalf of and for the benefit of the Client.
- 9.2. The terms & conditions of the insurance shall be those stipulated in the insurance policy, the certificate of which will be handed over to the Client by LESCHACO following the issuance thereof.
- 9.3. The contracting of this insurance is independent of any responsibility on the part of LESCHACO and does not determine the terms & conditions thereof.
- 9.4. LESCHACO shall not be liable for any disputes or claims that may arise between the Client and the insurance company hired, as a result of the insurance of the goods.

10. PRICE OF THE SERVICE.

- 10.1. The price of the services will be set according to the current LESCHACO 's schedule rates at the time of contracting the services and within the limits established therein, or in the event, in accordance with the rates agreed between the Client and LESCHACO in each case, depending on the service contracted.
- 10.2. In the event of no rates established, the price of the services shall be the usual or market price applied at the place where the service is contracted, and in accordance with the service contracted.

- 10.3. The client shall be liable to pay any additional expenses arising once the services have been contracted, provided these are duly justified and do not arise as a result of the fault or negligence of LESCHACO and/or its agents.
- 10.4. The payment of the services, as well as of any additional expense, will be made in cash on the due date of LESCHACO's invoice, unless any special terms between the Client and LESCHACO are agreed. In case of delay in the payment of the corresponding invoice, the Client shall be liable to pay late interests as established in Act 3/2004, of December 29, on Late Payment in Trade Transactions, or legal interests increased in two points from the due date in those cases in which said previous Act is not applicable.

11. RESERVATIONS, PROTEST AND LIMITATION PERIOD.

- 11.1. At the time of delivery of the goods carried or stored, the Client shall check and verify the conditions in which the goods are delivered, as well as that the quantity, number and weight of the packages match with the information contained on the bill of lading and/or other transport documents. In case of any defects, loss of or damage to the goods, the Client shall inform LESCHACO immediately, and making the corresponding protest in writing on the bill of lading and/or the other transport documents.
- 11.2. In any case, the legal regime for reservations and protests shall be the one foreseen (for each case in accordance with the mode of transport used) in the relevant national rules and International described in clause 7.1.
- 11.3. The limitation periods legal regime shall be the one foreseen (in each case in accordance with the mode of transport used) in the relevant national rules and International described in clause 7.1, where applicable.
- 11.4. In no case may the payment of the invoices owed to LESCHACO be withheld, including costs and expenses, as a consequence of claims for alleged loss of or damage to the goods made by the Client.
- 11.5. The Client shall keep the goods, at his own risk and costs, and must invite LESCHACO to make the correspondent survey report in order to obtain satisfactory and valid evidence of the scope and causes of the losses and/or damages. If the Client does not give access to LESCHACO to carry out said survey

report, LESCHACO shall be exempt from any liability with respect to any claim resulting from the loss of or damage the goods.

12. WITHHOLDING RIGHT.

LESCHACO has a general and particular right to withhold the goods and documents of the Client due to non-payment of its services. LESCHACO may exercise this right by any means it deems appropriate and is admissible according to the law.

The Client shall be liable for any loss of or damage that the goods withheld may suffer, especially if the goods are perishable goods. If the goods are lost or destroyed, LESCHACO shall have the same rights above mentioned in connection with the indemnities that are paid by insurance companies, transport companies, etc.

13. APPLICABLE LAW AND JURISDICTION.

These GT&C are interpreted and governed by the Spanish laws.

LESCHACO clearly and categorically expresses its wish not to submit any discrepancies as may arise to the Juntas Arbitrales de Transporte (Transport Arbitration Boards).

For any disputes that may arise between parties, employees and/or agents, in connections with the interpretation and compliance of the GT&C or the contract to which it apply, the parties expressly submits itself to Spanish Jurisdiction and Spanish law, within it, to the Courts of Valencia, expressively waiving any other jurisdiction to which it may be entitled.

14. INDEPENDENCE.

The terms of these GT&C are independent of each other. In the event that any clause of these GT&C, or a part thereof, is declared null and void, or not applicable, the rest of the clauses and GT&C will not be affected, and shall remain in force and applicable.