



GENERAL CONTRACTING CONDITIONS APPLICABLE TO THE ORGANIZATION OF THE TRANSPORTATION OF GOODS MADE BY E2E LOGISTICS SOLUTIONS S.L.

These general conditions are applicable to all logistics services offered by E2E LOGISTICS SOLUTIONS S.L. (hereinafter E2E LOGISTICS) and include contracting conditions that are important to be read by the client, especially those that regulate the liability of the contracting parties and the limited liability of E2E LOGISTICS.

These general conditions are available to customers and to the general public at any of the E2E LOGISTICS offices, as well as are published on the company's website (www.e2elogistics.es/condiciones-generales.html). They are also registered at Registro de Bienes Muebles in Barcelona.

Clause 1.- BASES OF THE CONTRACT.

All services billed by E2E LOGISTICS will be exclusively regulated by these general contracting conditions, (and where appropriate by the clauses of the bill of lading issued by E2E LOGISTICS or any other transport document used in said services), which are fully accepted by the client at the time of ordering the service in attention to its quality. Likewise, the client accepts that these general contracting conditions apply to any order transmitted either verbally, by telex / fax, email, phone or any other means, even if no specific reference is made to these general contracting conditions. The economic limitations of legal responsibility defined in the clauses of these general contracting conditions will apply to all claims (extrajudicial and / or judicial - civil, criminal, administrative or of any other order) that may be pursued against E2E LOGISTICS. The Client also undertakes to communicate to third parties that may have contracted with him, the services that the client subcontracts with E2E LOGISTICS the existence, validity and acceptance of these conditions.

Clause 2.- DESCRIPTION OF THE INTERVENING PARTIES.

2.1.- "E2E LOGISTICS": It is a freight forwarder or transport commission agent. As such and by virtue of an express mandate received from a third party (client) and in accordance with the instructions received, it will assume the organization of the transport of merchandise in accordance with the instructions received from its client. The transport of goods will be organized by hiring external means of transport, not by using their own means. Likewise, E2E LOGISTICS also offers other services, such as merchandise storage services, logistics, etc.... In return for these services, E2E LOGISTICS will issue the corresponding invoice to its client.

2. 2.- Client / Sender / Loader / Shipper. - Natural or legal person who contracts the services of E2E LOGISTICS for the organization of a transport of merchandise from one place to another, storage, etc.... As consideration for the services received, it is the person directly obliged to pay the invoice that is issued by E2E LOGISTICS, independently and without prejudice to the rights that E2E LOGISTICS may have against the beneficiaries of its services, which are not waived.

Clause 3.- GENERAL PROVISIONS.

3. 1.- If there are no specific instructions from the client on the way in which the contracted service should be organized, E2E LOGISTICS will have absolute discretion to choose the Transport itineraries, the means, and the modes of transport that in its opinion are the more suitable to carry out the transport and / or delivery of the goods as efficiently as possible.

3.2.- In all cases, without exception, the goods will be dispatched at the expense and risk of the Client / Sender / Shipper / Shipper.

3.3.- It is stated that the merchandise does not travel insured on behalf of E2E LOGISTICS, unless it is expressly requested by the Client / Sender / Loader / Shipper. The insurance will be contracted individually according to the express instructions of the Client / Sender / Shipper / Shipper and / or recipient, which must be in writing to be valid and have effect between the parties.

3.4.- If the recipient or consignee of the goods (who is the person to whom the carrier and / or freight forwarder and / or agent has to deliver the goods at the destination) does not take charge of all or part of the goods Upon arrival at their destination, these will be deposited at the expense and risk of the Client / Sender / Loader / Shipper, or whoever corresponds, subject to the provisions of the law, or where appropriate, in the commercial uses observed in the place delivery.



Clause 4.- TRANSPORT DOCUMENTATION.

The contracted transport will be covered by a bill of lading, delivery note and / or similar document issued by E2E LOGISTICS or its agents, which will be in accordance with and will adjust to the applicable national standards and international conventions and whose clauses will be applicable between E2E LOGISTICS and the client. In the event that there are discrepancies between such documents and these General Contract Conditions or if there is a gap, the following will take precedence, in this order: first, the E2E LOGISTICS bill of lading; second, these General Contract Conditions; and thirdly, any other transport document if used.

Clause 5. DESCRIPTION OF THE GOODS AND PACKAGING.

5.1.- The Client guarantees to E2E LOGISTICS the accuracy of the declaration of the goods with the regard to their characteristics, description, brands, numbers, quantity, weight, and volume, responding to the Client / sender / shipper and / or recipient of the responsibilities for losses, damages, damages, breakdowns and / or penalties that the inaccuracy of the aforementioned data may cause to third parties or to E2E LOGISTICS itself. The Client also guarantees that the packaging used is correct, responding to that which is inappropriate, defective, or misused, causing damage or harm to the goods, and / or handling equipment or means of transport, and / or any other goods. or people.

5.2.- The guarantees and responsibilities referred to in the previous paragraph will remain in force even when the inaccuracies or deficiencies appear in operations not executed directly by E2E LOGISTICS, who will also be compensated for the complementary expenses that for such causes cause. The Client expressly states that the packaging provided is adequate to support the contracted service. E2E LOGISTICS will not carry out any special packaging action unless the client provides express instructions at least 24 hours in advance of the cargo order and whose responsibility and cost rests entirely with the Client.

5.3.- The Client and / or sender / shipper will be obliged to inform E2E LOGISTICS according to the applicable regulations in this regard, at the time of the service request, about the dangerous nature of the goods delivered for transport, and on the precautions that, if any, must be taken.

5.4.- The Client is clear and accepts that neither E2E LOGISTICS nor its agents have the possibility of verifying the veracity of the information referred to in this clause, in particular the condition of the goods.

5.5.- In case of omission or insufficient or erroneous information, the Client and / or sender / shipper will be liable for the damages caused by the goods, with E2E LOGISTICS having the right to reimburse the expenses, damages or losses that for such reason are cause and being exempt from any responsibility if the goods had to be unloaded, destroyed or neutralized, as the circumstances require and without any compensation.

Clause 6. LEGAL RESPONSABILITY.

6.1.- E2E LOGISTICS will organize the transport, haulage, and storage, as the case may be, of the entrusted cargo, at its own discretion, unless the client's instructions are different, and expressly, by any of the above means mentioned.

6.2.- As a freight forwarder or transport commissioner, E2E LOGISTICS will be responsible for the organization of the transport and will respond for the breach of its contractual obligations, in the cases and circumstances and only during the period of responsibility provided in the national legislation and in the Agreements. Applicable internationals, and always under the same circumstances and occupying the same position as if it were the actual carrier.

6.3.- As a warehouse, E2E LOGISTICS will only be responsible for damage to merchandise that occurs as a result of a breach of its contractual obligations in the cases and circumstances provided for in the applicable regulations. Your responsibility will begin when the merchandise is delivered to E2E LOGISTICS employees and will end when the merchandise leaves its warehouses for transportation.

6.4.- The legal responsibility of E2E LOGISTICS is defined as follows:

6.4.1.- E2E LOGISTICS will be responsible only for material damages caused to the merchandise, not reaching said responsibility in any case to consequential damages, neither patrimonial, nor lost profits.

6.4.2.- Any legal action directed against employees and / or dependents of E2E LOGISTICS, whether permanent or temporary, will only be possible within the limits and under the circumstances contemplated in clauses 5, 6 and 7.

6.4.3.- Said limits may not be exceeded, even in the event that legal actions are brought against E2E LOGISTICS and its employees and / or dependents, whether fixed or temporary, and whether such



actions are exercised jointly or separately, understanding the quoted limit as a set maximum for all involved.

6.4.4.- E2E LOGISTICS will only be liable for the choice and instructions to subcontracted agents such as carriers, freight forwarders, warehouse operators, etc., but will be released from any liability if the agent's choice has been made following the instructions of the Client / shipper or any of those interested in the goods, as well as when the transport instructions have been transmitted to the subcontracted agents in accordance with the transport orders received from the client or shipper. In this case, E2E LOGISTICS may waive its rights against the outsourced agents, assigning them to the client / shipper.

6.4.5.- In any case, the responsibility of E2E LOGISTICS may not exceed that of those to whom it resorts to perform the services.

Clause 7. LIMITATION OF LIABILITY.

7. 1.- E2E LOGISTICS will respond only in the cases and in accordance with the financial limits detailed below:

- National land transport of merchandise and any other activity not mentioned in the following paragraphs (such as, for example, warehouse or logistics) will be subject to the provisions of the Land Transport Regulation Law (LOTT) and Law 15 / 2009, of November 11, of the contract for the land transport of goods. The responsibility of E2E LOGISTICS will amount, where appropriate and at most, to the amount of one third of the Public Indicator of Multiple Effects Income / day for each kilogram of gross weight of the lost or damaged merchandise.

- International land transport of merchandise will be subject to the Agreement on the Contract for the International Carriage of Merchandise by Road (CMR), and the responsibility of E2E LOGISTICS will amount, where appropriate and a maximum, to the amount of 8.33 SDR per kilogram. gross weight of damaged or lost goods.

- International transportation of merchandise by sea will be subject to the Convention for the Unification of Certain Rules Regarding Bills of Lading - Hague-Visby Rules, and the responsibility of E2E LOGISTICS will amount, where appropriate and at most, to the amount of 666.67 SDR per package or 2 SDR per kilogram gross weight of the damaged or lost goods.

- The national transport of merchandise by sea will be subject to the provisions contemplated in Law 14/2014, of July 24, on Maritime Navigation, and the responsibility of E2E LOGISTICS will amount, where appropriate and a maximum, to the amount of 666 67 SDR per package or 2 SDR per kilogram gross weight of damaged or lost goods.

All this and for both national and international transport by sea, without prejudice to the jurisdiction clauses that may have been agreed upon.

- International transport of merchandise by air will be subject to the Montreal Convention (in accordance with the protocols in force in Spain), and the responsibility of E2E LOGISTICS will amount, where appropriate and a maximum, to the amount of 17 SDR per kilogram of weight gross of the damaged or lost goods.

7.2.- In no case shall the declaration of the value of the merchandise in the bill of lading, bill of lading or any other document issued by E2E LOGISTICS or its agents be considered a declaration of real value that prevents E2E LOGISTICS from limiting its liability. Said declarations of value are mere manifestations without content, relevance, or any value since there is no way that E2E LOGISTICS can verify the veracity or reality of the value declared by the client.

7.3.- E2E LOGISTICS will only be liable for the delay in delivery in cases where it is expressly established in the applicable legal regulations, in which case it will respond in the terms that said regulations determine, without in any case exceeding the equivalent of the remuneration that should be paid under the contract entered as a freight forwarder. In any case, the delivery times indicated to the client will always be understood as approximate and will be subject to the vicissitudes of the means of transport used. In the event that the client wishes to be guaranteed the delivery of a merchandise within a specific period, it must be expressly indicated when contracting the transport service and it must be expressly accepted in writing by E2E LOGISTICS. The client understands and accepts that if the Hague rules and / or the Visby Hague Rules are applicable, they do not allow E2E LOGISTICS to be responsible for delay and therefore E2E LOGISTICS will not respond for delay in any case.



7.4.- When the responsibility derives from facts or acts occurred during the execution of the transport, if the freight forwarder is to be subrogated, in no case may it exceed that assumed by the railways, navigation, air companies, of road transport, warehouses, or any intermediary involved in the course of transport, in accordance with national standards and applicable international conventions.

7.5.- These limitations will apply to all claims made against E2E LOGISTICS, regardless of whether the claim is based on contractual or extra-contractual liability, and whether in the form of a claim, counterclaim or any other.

6.- Special Drawing Rights (SDR) means the unit of account as defined by the International Monetary Fund.

8.- EXONERATION OF LIABILITY.

8.1.- E2E LOGISTICS will not be responsible for any loss, damage, or expense, such as loss of profit, loss of customers, fines, claims for losses due to depreciation or penalty clauses, consequential damages, fluctuations in rates exchange rates, fees or taxes increased by the authorities, claims due to the increase in the price or quotation of the lost or damaged merchandise, or similar whatever the cause.

8.2.- E2E LOGISTICS will also be exonerated of any responsibility when any of the following circumstances concur in its production:

- Fault or negligence of the Client or his authorized representative.
- Defective packaging, labeling, signaling, and stowage or the absence thereof, as long as E2E LOGISTICS has not been in charge of carrying out the packaging, marking and stowage of the merchandise. Likewise, E2E LOGISTICS will not be responsible for the packaging of the merchandise of which it cannot verify the content.
- War, rebellion, revolution, insurrection, usurpation of power or confiscation, nationalization or requisition by or under the orders of a Government or a public or local Authority.
- Strike, lockouts or other labor disputes that affect work.
- Damage caused by nuclear energy.
- Natural disasters.
- Circumstances beyond one's control.
- Stole.
- Circumstances that E2E LOGISTICS could not have avoided and whose consequences it could not foresee.
- Vices and nature inherent to the merchandise.
- Piracy.
- Incorrect labeling or distinctive.
- The other causes of exoneration established in the agreements or legal provisions in force.

8.3.- E2E LOGISTICS will not be responsible if the merchandise has been transported by the Client or his representative.

8.4.- E2E LOGISTICS will not be responsible for the consequences arising from loading or unloading operations that have not been organized / carried out by it.

8.5.- E2E LOGISTICS will not be responsible for loss, damage or expenses that are derived from or are connected with an inaccurate or defective information given by the Client / shipper regarding the number, content, weight, brands or description of the merchandise.

8.6.- E2E LOGISTICS will not be liable for any consequential loss or damage, such as loss of profits, loss of customers, lost profits, depreciation or penalty clauses.

Clause 9.- INSURANCE OF THE GOODS.

9.1.- E2E LOGISTICS does not insure the loss or damage during the carriage, storage or transport of the merchandise, unless the Client specifically instructs it in writing, in which case it must pay the corresponding amount.

9.2.- When E2E LOGISTICS is expressly instructed by the Client / shipper to arrange the insurance of a merchandise, it will always contract on behalf of the Client / shipper, acting as agent.

9.3.- The terms and conditions of the insurance will be those established in the insurance policy contracted, which will be available to the Client / shipper at their express request.



9. 4.- E2E LOGISTICS will not be responsible for possible disputes or claims that may arise between the client / shipper and the insurance company contracted, as a consequence of the insurance of the merchandise.

Clause 10.- PRICE OF THE CONTRACTED SERVICES.

10. 1.- The transports and other services that are the object of the E2E LOGISTICS activity will be understood to be contracted in accordance with the rates in force at the time of contracting and within the limits established therein. If there are no rates, the contracting will be carried out at the usual or market prices corresponding to the place where it is carried out. The additional expenses that occur as a result of events or circumstances subsequent to the contracting date or, where appropriate, to the date of issuance of the issuance documents, will be paid by the clients, provided they are duly justified and are not Due to the fault or negligence of any of those who have intervened in the provision of the contracted services.

10.2.- The payment of any expenses and services provided by E2E LOGISTICS will be made in cash, except for special conditions previously agreed upon.

Clause 11. SOLAS REQUIREMENT (VGM)

By virtue of the Amendments to the International Convention for the Safety of Life at Sea (SOLAS), approved by the International Maritime Organization (IMO), it is mandatory that the weight (gross mass) of each full container be verified exported as a precondition for loading on board a ship. The responsibility of obtaining, documenting and transmitting the VGM of a full container to the shipping company, corresponds to the Shipper and / or Client.

All containers to which CSC (International Convention for Safe Containers) applies, which are stowed on a ship that according to the Administration is subject to the SOLAS Chapter VI Convention, must be weighed.

When the VGM is obtained by the Shipper / Shipper and / or Client by their own means and is provided to the shipping company by them directly or through E2E LOGISTICS, E2E LOGISTICS will not be responsible for verifying said VGM weight.

When, by virtue of the agreement with the Shipper / shipper and / or Client, E2E LOGISTICS must be in charge of providing the shipping company with the VGM obtained by the client, the client must provide E2E LOGISTICS with the VGM of each container, in advance Minimum of 5 hours prior to the arrival of the container at the port terminal. In case of not communicating it in advance, E2E LOGISTICS will not be responsible for the fact that for this reason the container cannot be loaded onto the ship, nor for any possible overcharge, delay in the delivery of the merchandise at destination and / or any other Claims that may arise which will be the sole and exclusive responsibility of the Client. Likewise, any claim or responsibility required of E2E LOGISTICS regarding the declared weight, will be borne solely and exclusively by the Client.

The Client can request E2E LOGISTICS to verify the gross weight of the container (VGM) by requesting it at the time of booking and must pay the price for the provision of said service. E2E LOGISTICS may verify the weight of the container (VGM), through its own means or through the subcontracted companies from whom it is provided or, where appropriate, from the Terminal that provides such services. The Client knows and understands that if a container arrives at the port without the verified weight, it cannot be loaded onto a ship.

Clause 12.- PROTEST IN CASE OF DAMAGE / BREAKDOWN OF THE GOODS. -

12.1.- At the time of delivery of the transported or stored merchandise, the receiver must verify the conditions in which the merchandise is received, as well as the quantity, number and weight of the packages delivered. In the event of an apparent defect or fault in the merchandise or loss of any part / package, the receiver must record, at the same time the merchandise is delivered, on the bill of lading or bill of lading of the defect / fault or loss. of the merchandise found.

12.2.- In the event that any irregularity, damage or loss of merchandise cannot be detected at the time of delivery, the receiver must record its reservations in writing within 24 hours after delivery of the merchandise, or in the terms and conditions indicated in the waybills, bills of lading, transport documents or applicable legislation, if these are lower.

12. 3.- What is stated in the previous sections 12.1 and 12.2 is understood as a procedural requirement, therefore, if it is not fulfilled, the right to claim will be understood to have expired.



Clause 13.- EXPIRY.

13. 1.- Under penalty of expiration, the maximum period during which actions may be brought against E2E LOGISTICS, its dependents and / or employees will be 1 year from the date of delivery of the merchandise or in the case of a total loss, from the date on which the merchandise hypothetically should have been delivered.

13.2.- Notwithstanding the foregoing, the term for the actions derived from the effective performance of the different transport operations will be in accordance with the time periods indicated in the waybills, bills of lading, etc., or, where appropriate, those established in the national standards or the International Conventions that regulate the different means of transport, the term beginning to run according to what is established in such documents or Agreements.

13. 3.- The invoices of E2E LOGISTICS for transport and storage services, including costs and expenses, under no circumstances can be accumulated to other demands. In absolutely no case, except for legal provision to the contrary, may the client retain amounts owed to E2E LOGISTICS, nor make payment with them of possible or presumed pending compensation.

If the goods on which the right of retention is intended are lost or destroyed, E2E LOGISTICS will have the same rights mentioned above with respect to the compensation that is paid by insurance companies, transport companies, etc.

Clause 16.- APPLICABLE LAW AND JURISDICTION.

All agreements will be governed and interpreted in accordance with Spanish Law.

Possible disputes that may arise arising from the organization of transport (such as claims for damage or loss of merchandise, delays, etc ...) will be subject to the law and jurisdiction expressed on the back of the bills of lading or bills of lading issued. by the effective carriers hired by E2E LOGISTICS.

Notwithstanding the foregoing, and in cases not provided for above, any dispute or action that may arise or be exercised against E2E LOGISTICS, its employees and / or dependents will be subject to Spanish jurisdiction, and, within it, to the Courts and Courts of Barcelona, expressly waiving the client / shipper to his own jurisdiction if he had it.

Clause 17.- DATA PROTECTION

17.1.- E2E LOGISTICS informs its clients that their data will be treated with the utmost confidentiality in accordance with the privacy and security policy of E2E LOGISTICS, as established by Organic Law 15/1999, of December 13, on Data Protection of a personal nature and Royal Decree 1720/2007 of December 21.

17.2.- If you modify your data, let us know immediately in order to update them.

NOTE: THIS DOCUMENT IS JUST A COURTESY TRANSLATION. THE SPANISH VERSION OF THIS DOCUMENT WILL ALWAYS PREVAIL IN CASE OF ANY DISCREPANCY.

