

<p style="text-align: center;"><b>GENERAL TERMS &amp; CONDITIONS OF MARGUISA SHIPPING LINES, S.L.U.</b></p>
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The following Terms & Conditions of MARGUISA SHIPPING LINES, S.L.U. are available to our clients at the Offices of MARGUISA SHIPPING LINES, S.L.U., and can also be consulted on the website [www.marguisa.com](http://www.marguisa.com)

The Consignor admits to have read all and every one of the following General Terms & Conditions and to agree with its entire content.

#### 1.- SCOPE OF APPLICATION.

This General Terms & Conditions will apply to all transport services requested to MARGUISA by any person or entity, until the issuance of the corresponding document accrediting the transport whose clauses, from that moment on will apply, so long they contradict or prove not compatible with the present Terms & Conditions.

#### 2.- DEFINITIONS.

The following Terms shall be defined as follows:

- a) MARGUISA: meaning Marguisa Shipping Lines, S.L.U.
- b) Consignor/Client: meaning the person to whom MARGUISA effectively provides its services, as well as the person that requests its services to themselves or third parties, and it includes both the shipper, the exporter, the sender, the importer, the holder of the document that certifies the transport (i.e. bill of lading, Sea Waybill, Delivery Note, CMR waybill...), recipient, consignee, owner and/or possessor of the goods.
- c) <VGM> meaning “Verified Gross Mass”, as stated in the SOLAS Convention (in force 1/07/16) and in “Container Weight Verification”, as well as in the “IMO Guidelines, Section 6”.

### 3.- OBLIGATIONS AND LIABILITY OF MARGUISA's.

**3.1** If there not be specific written instructions, MARGUISA shall arrange the transport, the itineraries and the handling of the goods at its discretion.

**3.2** Unless expressly agreed otherwise, MARGUISA's liability shall be strictly limited to damages and loss suffered by the goods, meaning MARGUISA, therefore, shall not be held responsible by any circumstance for the loss of profits and/or customers, penalty clauses, delays or any other claim apart from the ones caused by damage or material loss suffered by the goods. Be that as it may, MARGUISA's liability apart from damages and loss suffered by the goods shall not exceed the equivalent to the price of transport under the contract entered into with the Client.

**3.3** MARGUISA shall neither be held responsible, unless expressly agreed otherwise, for the fulfillment of instructions issued after the document that certifies the transport has been issued, nor for any contingency resulting from the aforesaid late instructions.

**3.4** MARGUISA's liability shall be subject to the national or international regulations applicable to the corresponding means of transport where the damage occurs and/or to contractual and non-contractual claims, and shall be restricted, despite the claim (contractual or non-contractual), to the maximum amounts established in the regulations in force of the means of transport in which the damage and/or loss occurs.

**3.5** When the time of the journey in which the damage occurred cannot be determined, MARGUISA's liability will be ascertained in accordance with the provisions of the Law 15/2009 regarding the land transport contract of goods.

**3.6** In the event of warehousing and storage of goods, MARGUISA's liability shall be restricted in accordance with the provisions of the article 334 of the Law 14/2014, July 24<sup>th</sup>, on Maritime Navigation.

**3.7** MARGUISA shall not be held responsible as a result of a mistake in the labeling/declaration of value or similar made by the shipper and/or client, from which tariff consequences might arise.

#### 4.- OBLIGATIONS OF THE SENDER.

**4.1** The sender shall be responsible for and guarantees the accuracy of the declaration of the content, weight and especially, of the certification of the verification of the container's weight (VGM), for the purposes of the SOLAS Convention. The sender shall indemnify MARGUISA and hold it harmless from any loss, damage or expense that might arise from defects, mistakes or inadequacies in the declaration of the shipper and/or client for the content, weight and VGM of the container (VGM).

**4.2** Likewise, the sender guarantees MARGUISA the certainty of the declaration of the goods (characteristics, description, brands, numbers, quantity and volume), for that the sender shall respond to MARGUISA for the loss, damages, breakdowns and/or penalties resulting from the inaccuracy of the aforesaid declaration, as well as those that arise from an inadequate or defective packaging that causes damage to handling equipment or means of transport.

**4.3** The sender shall be responsible for the payment of the corresponding transport price and other contracted services, amounts that will be set in accordance with the charges that MARGUISA has in force at the time of the contract signing or, if suitable, in accordance with the charges that in each case can be agreed with MARGUISA, depending on the contracted services.

**4.4** In case of delay in the payment of any expenses and services provided by MARGUISA, the sender shall be obliged to pay the delay interest as set in Law 3/2004, December 29<sup>th</sup> on measures to contest late payment in commercial operations, and other Laws that develop and/or modify it.

**4.5** The sender is obliged to pay not only the price of the contracted services with MARGUISA, buy also any additional expense duly justified resulting from the transport. Particularly, the expenses subsequent to delay in reception and/or removal of the container at the harbor of destination shall be joint responsibility of both the shipper/client and the recipient towards MARGUISA.

**4.6** Given that the price of the service set by MARGUISA is affected by factors interrelated to the price of fuel and electricity, MARGUISA reserves the right to revise the price, so long it provides the Sender such revisions have been applied by the

subcontractors in determining the waybill or used by them to review the amount of the said waybill.

## 5.- LIEN .

MARGUISA has a lien in general and in particular to retain the Sender's goods as guarantee and as payment of the amounts owed by the Sender by virtue of the contracted services. MARGUISA shall impose this right by any means estimated appropriate and admissible under the Law.

## 6.- NOTIFICATION AND PRESCRIPTION.

**6.1** At the time of the delivery of the goods, the Sender or they authorized representative shall verify the conditions in which the goods are found. Likewise, they shall verify that the quantity, number and weight of the packages correspond with the data consigned in the transport documentation. They shall immediately inform MARGUISA in writing regarding any apparent defect or loss in any package, and shall state in writing their reservations in the transport documentation they are given for the delivery of the goods. Otherwise, actions for loss, damage or delay shall not be exercised.

**6.2** Prescription time or, in its case, expiration, to exercise any of the actions related to the services provided by MARGUISA shall concord in each case with the international standards and Conventions applicable to the means of transport in which the damages and/or loss occur.

## 7.- JURISDICTION.

For any claim or dispute that might arise in connection with the interpretation and fulfillment of the General Terms and Conditions or the contract to which they apply, the consignor and/or the client, and/or sender, and/or recipient, expressly and waiving any jurisdiction that might correspond, agree to subject to the Courts of the city of Madrid, and to the Spanish Law. MARGUISA reserves the right to sue the defendant, consignor and/or client, and/or sender and/or recipient at their respective domiciles.

#### 8.- COMUNICATIONS.

MARGUISA shall inform the client shipper/consignor recipient/consignee or sender any circumstance that directly or indirectly affects the execution of the transport, and shall be able to conduct such communications by any available means, including by telephone, email or notices through MARGUISA's website.

#### 9.- INDEPENDENCE.

The terms of these General Terms & Conditions are independent of each other. In case that any part of these General Terms & Conditions is declared null or invalid, the rest shall remain applicable.