



GENERAL TERMS AND CONDITIONS MARGUISA SHIPPING LINES, S.L.U.
Last revision: [May 27, 2025]

Marguisa Shipping Lines, S.L.U. (hereinafter, "MGS") is a company engaged in maritime transport and international logistics. These General Terms and Conditions of Contracting govern the provision of services by MGS and set forth the rights and obligations of the parties involved in the transportation of goods.

The Client acknowledges that by contracting the services of MGS, they accept the following general conditions of contracting, which are binding and applicable to all transactions carried out with the company.

INDEX

1. Definitions
2. Applicability and Contractual Hierarchy
3. Quotations, Rates, and Additional Charges
4. Carrier's Liability
5. Obligations of the Client and Shipper
6. Weight Declaration and VGM Compliance
7. Dangerous, Refrigerated, and Critical Goods
8. Bookings, Cancellations, and Modifications
9. Deposits, Fees, and Local Charges
10. Cargo Release and Delivery Times
11. Inspection and Control of Goods
12. Claims and Deadlines
13. Jurisdiction and Applicable Law
14. Force Majeure
15. General Average and Salvage
16. Amendments and Validity

DEFINITIONS

- 1.1 **Carrier or MGS:** Refers to Marguisa Shipping Lines, S.L.U., domiciled in Spain, including all its offices, branches, and agents, hereinafter referred to as "MGS".
- 1.2 **Shipper/Client:** Any natural or legal person who contracts the services of MGS, including exporters, importers, consignees, and any holder of the goods being transported.
- 1.3 **Cargo:** The goods being transported, including their packaging, containers, and any associated auxiliary equipment. This includes goods packaged on pallets, in boxes, drums, or any other transport format.
- 1.4 **Freight:** All payments related to the transport service, including base freight rates, storage, demurrage, detention, fuel surcharges, administrative costs, port fees, and any other additional charges incurred in the course of transportation.
- 1.5 **Combined Transport:** A transport service involving more than one mode of transportation (maritime and land), in which MGS may act either as the maritime operator only or as the contracting party for intermodal services.
- 1.6 **VGM (Verified Gross Mass):** The verified gross mass of a loaded container, in accordance with the SOLAS amendment, which must be declared by the shipper prior to loading.
- 1.7 **Total Loss:** Considered to occur when the cargo has been completely destroyed or cannot be recovered for its original use. This includes goods submerged, contaminated, or severely damaged due to maritime incidents.
- 1.8 **General Average:** A voluntary act in which part of the cargo or the vessel is sacrificed for the benefit of the remainder, in order to preserve the safety of the voyage. The resulting costs shall be shared among the parties interested in the expedition, in accordance with the York-Antwerp Rules.
- 1.9 **Consignee:** The person or entity designated to receive the goods at the final destination. This party shall be responsible for any costs associated with unloading, storage, and any additional transport required.
- 1.10 **Dangerous Goods:** Any cargo classified as dangerous under the IMDG Code or other applicable regulations. The Client must declare all dangerous goods prior to loading and provide detailed documentation and information concerning their handling and safety requirements.
- 1.11 **Demurrage and Detention:**
- **Demurrage:** The period during which a container remains at the port terminal after the discharge date, incurring additional charges if the free period is exceeded.

- **Detention:** The time a container remains in the possession of the Client outside the terminal beyond the agreed period, accruing additional usage charges.

1.12 **Customs Non-Compliance:** Any omission, error, or failure by the Client in customs procedures that may result in penalties, cargo retention, or additional costs.

1.13 **Space Reservation:** A contractual commitment by which the Client requests a specific space for their cargo on a vessel, subject to cancellation and modification terms in accordance with MGS's policy.

1.14 **Force Majeure:** Any unforeseeable, unavoidable, and external event that prevents the execution of the contract, such as war, pandemics, strikes, port blockades, natural disasters, or governmental interventions.

1.15 **Customs or Sanitary Inspection:** Control carried out by customs or sanitary authorities on the cargo to verify compliance with applicable rules and regulations. Any resulting costs shall be borne by the Client.

2. APPLICABILITY AND CONTRACTUAL HIERARCHY

2.1 These General Terms and Conditions shall apply to all transport services provided by MGS, whether acting as contractual or actual carrier, unless expressly agreed otherwise in writing.

2.2 In the event of a conflict between contractual documents, the following hierarchy shall apply:

- 1st: MGS Bill of Lading.
- 2nd: MGS Tariffs and General Terms and Conditions.
- 3rd: Booking confirmations and shipping instructions.

2.3 No agent, employee, or subcontractor of MGS is authorized to amend these conditions without the prior written approval of MGS.

2.4 By accepting these conditions, the Client acknowledges that any additional terms or conditions unilaterally included in commercial documents (such as purchase orders, emails, or other writings) that contradict or are incompatible with these terms shall be considered null and void.

2.5 These General Terms and Conditions apply not only to maritime transport but also to any ancillary or complementary services provided by MGS, including storage, consolidation, deconsolidation, cargo handling, and land transport where applicable.

2.6 Should any provision of these General Terms and Conditions be declared invalid or unenforceable by any court or competent authority, such declaration shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

3. QUOTATIONS, RATES, AND ADDITIONAL CHARGES

3.1 All quotations issued by MGS are subject to availability and may be modified without prior notice. Quotations are based on the information provided by the Client, and any variation in the shipment details may result in a rate adjustment.

3.2 The applicable rates shall be those in effect on the date of issuance of the Bill of Lading and may be adjusted due to:

- Fluctuations in fuel prices and applicable surcharges (e.g., BAF, LSS, etc.);
- Changes in terminal handling, port operations, or storage costs;
- Foreign exchange rate adjustments and changes in governmental regulations, taxes, or port fees;
- Extraordinary circumstances such as port congestion, operational restrictions, or newly enacted international regulations.

3.3 All additional expenses resulting from customs delays, inspections, incomplete or incorrect documentation, or any other cost beyond MGS's control shall be borne by the Client. This includes:

- Charges for container detention and demurrage;
- Fines and penalties imposed due to regulatory non-compliance;
- Additional costs resulting from late instructions from the Client.

3.4 Any cost arising from a deviation of the vessel's route, port taxes, or regulatory measures imposed by maritime or customs authorities shall be the sole responsibility of the Client.

3.5 Should the Client fail to pay any additional charges, MGS reserves the right to withhold the cargo until full payment of all outstanding amounts. If payment is not made within thirty (30) days, MGS may dispose of the cargo without incurring any liability to the Client.

3.6 The applicable rates and payment terms shall be set forth in the booking confirmation or in the Bill of Lading. Unless otherwise agreed, all amounts shall be payable prior to shipment. MGS shall have no obligation to perform the transport service without prior receipt of payment.

3.7 If cargo is delivered without prior payment, MGS reserves the right to charge interest on the outstanding amounts in accordance with applicable commercial late payment legislation.

3.8 If a Client cancels or modifies a booking after it has been confirmed, MGS may apply penalties, including:

- Charges for cancellation of bookings within five (5) days prior to the scheduled departure;
- Surcharges for changes in itinerary, vessel, or cargo redirection;
- Administrative costs for reissuing documents or modifying shipment instructions.

3.9 All additional charges shall be notified to the Client and must be settled prior to delivery of the cargo at the final destination. MGS shall not be liable for any delay in delivery caused by non-payment of applicable charges.

3.10 The Client shall be responsible for ensuring compliance with the agreed payment terms. In the event of a dispute regarding applied charges, the Client shall remain liable for payment until the dispute is resolved.

3.11 The applicable demurrage and detention charges, along with their specific conditions, are publicly available and regularly updated on MGS's official website: <https://www.marguisa.com/en/about-us/documentation/>. The Client acknowledges having been informed of this publication and agrees that such charges shall be fully enforceable, unless otherwise expressly agreed in writing.

4. CARRIER'S LIABILITY

4.1 MGS, acting as either contractual or actual carrier, shall be subject to the limitations of liability established under the Hague-Visby Rules and any other applicable national or international regulations.

4.2 MGS shall not be held liable in the following circumstances:

- Delays in the delivery of goods, unless gross negligence on its part is proven;
- Damage resulting from inadequate packaging, inherent defects in the goods, or improper transport conditions imposed by the Client;
- Loss or damage occurring outside the maritime leg when inland transportation is contracted directly by the Client with third parties;

- Acts of force majeure, including but not limited to war, civil unrest, pandemics, strikes, port blockades, or natural disasters;
- Acts or omissions of customs or governmental authorities, including inspections, seizures, or delays in customs procedures.

4.3 MGS's maximum liability shall be limited as follows:

- In the event of loss or damage to the goods, to the amount specified under the Hague-Visby Rules or applicable regulations;
- For multimodal transport, the liability shall be governed by the rules applicable to the transport segment where the damage occurred, subject to corresponding limitations;
- Claims for loss of profit, market loss, or any indirect or consequential damage shall not be accepted.

4.4 Should the Client require coverage exceeding the aforementioned limitations, they must procure appropriate cargo insurance at their own cost. MGS may provide information about insurers but shall not act as an insurer or assume any related liability.

4.5 The Client is obliged to inspect the goods upon delivery and to report any visible damage immediately. In the case of hidden damage, a formal claim must be submitted within three (3) days following delivery. After this period, the goods shall be deemed to have been delivered in good condition.

4.6 MGS shall not be liable for total loss of the goods where such loss results from causes beyond its control, including shipwreck, fire, or theft.

4.7 MGS shall not be liable for any errors or omissions in the documentation provided by the Client. Any fines, penalties, or additional costs arising from incorrect documentation shall be borne exclusively by the Client.

4.8 In the case of partial damage, compensation shall be limited to the proven value of the actual damage, and in no case shall exceed the limits established by applicable law.

4.9 If the Client fails to collect the goods within the period stipulated by the terminal or port of destination, MGS may dispose of the cargo without incurring any liability and at the Client's expense, including costs of storage, destruction, or re-exportation, if applicable.

4.10 MGS may engage third-party service providers (such as stevedores, inland carriers, or warehouse operators) for the performance of its services. In such cases, the liability of said third parties shall be governed by their own terms and conditions, and MGS shall assume no additional responsibility.

4.11 If the Client provides incorrect information regarding the cargo (such as weight, dimensions, hazardous content, or other relevant data), any resulting additional costs shall be borne by the Client.

5. OBLIGATIONS OF THE CLIENT AND SHIPPER

5.1 The Client shall provide MGS with all the information and documentation necessary for the proper execution of the transport service, including but not limited to: the nature, quantity, weight, dimensions, type of packaging, any special handling requirements, and the hazardous nature of the goods, if applicable.

5.2 The Client guarantees that the goods are properly packed, labeled, and prepared for maritime, land, or intermodal transport. The packaging must be able to withstand the normal risks of transport and port handling, as well as foreseeable weather conditions.

5.3 The Client must declare any special characteristics or inherent risks associated with the goods that may require specific handling or treatment.

5.4 The Client is solely responsible for complying with all legal, regulatory, and administrative requirements related to the export, import, and transit of the goods, including licenses, permits, customs documentation, and any declarations before the competent authorities.

5.5 In the event of the Client's failure to comply with its obligations, resulting in harm, sanctions, costs, or damages to MGS or third parties, the Client shall be liable for such damages and shall indemnify MGS for all costs incurred, including legal fees, administrative penalties, and costs of repair or replacement of containers.

5.6 If the goods pose a danger to the vessel, other cargo, persons on board, or the environment, and the Client has not previously informed MGS of the nature or hazardous characteristics of the cargo, MGS may, without the need for judicial authorization, proceed with unloading, destruction, or neutralization of the goods without giving rise to any right of compensation in favor of the Client.

5.7 The Client shall be responsible for any equipment used in the transport process, including containers, tanks, or pallets provided by MGS. In case of loss, damage, or improper use, the Client shall bear all related costs, including cleaning, repair, or replacement.

5.8 Any delay by the Client in providing documentation, information, or in making required payments shall entitle MGS to suspend the service without such suspension constituting a breach of contract or generating any penalty.

6. WEIGHT DECLARATION AND VGM COMPLIANCE

6.1 The Client is responsible for providing the Verified Gross Mass (VGM) of each loaded container, in accordance with the provisions of the SOLAS Convention (Safety of Life at Sea).

6.2 The VGM declaration must be submitted in writing and within the deadline established by MGS prior to the container being loaded onto the vessel. Failure to submit this declaration shall entitle MGS to reject the loading of the corresponding container.

6.3 MGS shall not be liable for any losses, delays, rejections, or penalties resulting from the Client's failure to correctly and timely declare the VGM.

6.4 In the event MGS offers the Client the option to verify the weight, all related costs shall be fully borne by the Client.

6.5 If the weight declaration is incorrect and this results in any operational incident, damage to facilities, equipment, persons, or third-party goods, the Client shall be responsible for all resulting costs, claims, and legal consequences.

7. DANGEROUS, REFRIGERATED, AND CRITICAL GOODS

7.1 The Client is obliged to provide prior and complete disclosure of the nature of any goods that, due to their physical or chemical composition or condition, are considered dangerous, polluting, flammable, explosive, corrosive, radioactive, toxic, infectious, or that otherwise pose a risk to health, the environment, individuals, other cargo, the vessel, or port facilities.

7.2 All dangerous goods must be classified, packed, labeled, marked, and documented in full compliance with the provisions of the IMDG Code (International Maritime Dangerous Goods Code) or any other applicable national or international regulation.

7.3 MGS reserves the right to accept or reject the transport of dangerous goods, even if properly declared, based on their nature, quantity, compatibility with other cargo, and operational or legal limitations.

7.4 If the Client fails to declare the hazardous nature of the cargo, or does so incompletely or incorrectly, MGS may take any necessary measures to safeguard the vessel, persons, and other cargo, including unloading, neutralization, destruction, or delivery to the competent authorities, without liability and at the Client's expense.

7.5 With respect to cargo requiring special transport conditions, such as temperature control (refrigerated or frozen), ventilation, or other specific care, the Client must provide detailed written instructions in advance, precisely specifying temperature ranges, humidity, or other required conditions.

7.6 MGS shall not be liable for damage, loss, or deterioration of refrigerated goods if:

- The Client's instructions were incorrect or incomplete;
- The container was improperly loaded;
- There was equipment failure attributable to the manufacturer or misuse by the Client or third parties under the Client's responsibility.

7.7 Any cargo considered critical due to its sensitivity, value, urgency, fragility, or specific logistical requirements (such as medical equipment, pharmaceuticals, artwork, live animals, etc.) must be disclosed to MGS in advance for express acceptance.

8. BOOKINGS, CANCELLATIONS, AND MODIFICATIONS

8.1 All bookings made with MGS are subject to confirmation by the company. MGS does not guarantee the availability of space or equipment until the booking has been formally accepted and confirmed in writing to the Client.

8.2 The Client may cancel a booking without penalty only if notice is given at least five (5) calendar days prior to the scheduled loading date. Cancellations made after this period may be subject to administrative penalties and/or charges for reserved but unused space.

8.3 Any request to modify an already confirmed booking (such as changes to destination, volume, type of equipment, special conditions, etc.) must be expressly approved by MGS and may result in rate and schedule adjustments.

8.4 MGS reserves the right to unilaterally cancel or modify bookings due to force majeure, equipment unavailability, operational failures, or commercial decisions. In such cases, MGS will notify the Client as early as reasonably possible and, if feasible, offer a reasonable alternative.

8.5 If the Client fails to deliver the goods at the designated time and place for loading, MGS may reallocate the reserved space and apply no-show charges, unless a duly substantiated and accepted justification is provided by the Client.

8.6 Bookings cancelled by the Client without justified cause, especially in the case of recurring contracts or volume commitments, may lead to a review of the previously agreed commercial terms, including potential suspension of preferential conditions or allocated volumes.

9. DEPOSITS, FEES, AND LOCAL CHARGES

9.1 The Client shall be responsible for payment of all additional charges incurred at the place of origin and/or destination, including, but not limited to, port fees, handling costs, storage, inspections, ancillary services, customs expenses, as well as any surcharge imposed by authorities, terminals, or local service providers.

9.2 MGS may require advance payment of a deposit as a condition for providing the service, particularly for shipments to ports with operational risk or in cases where the Client has a record of default or delayed payment.

9.3 Deposits must be paid in the manner and within the timeframe specified by MGS. Failure to pay shall entitle MGS to suspend the delivery of goods or cancel the booking without incurring any liability.

9.4 Once the Client has fulfilled all contractual obligations and there are no outstanding claims, MGS will proceed with the return of the deposit in accordance with its internal procedures and within a reasonable period.

9.5 The Client agrees to bear all costs incurred at origin or destination for services not initially foreseen but necessary for the preservation, handling, or release of the cargo.

9.6 MGS may retain the goods until full payment has been made by the Client of all amounts due, including deposits, freight charges, surcharges, interest, and any other amounts directly or indirectly related to the transport.

10. CARGO RELEASE AND DELIVERY TIMES

10.1 The Client shall coordinate in advance all matters related to the receipt and delivery of the goods at destination, including the appointment of a consignee or authorized recipient.

10.2 MGS shall not be held liable for delays in the release or delivery of the goods when such delays are attributable to external causes, including customs inspections, incomplete or incorrect instructions from the Client, port congestion, lack of available equipment, or force majeure.

10.3 The goods must be collected from the designated port, terminal, or warehouse within the stipulated free period. Once this period expires, storage, demurrage, or detention charges will begin to accrue, and shall be borne entirely by the Client.

10.4 If the goods are not collected within the established timeframes and after reasonable attempts to notify the Client or consignee, MGS may deem the goods commercially abandoned and act in accordance with applicable legislation, including the right to dispose of, destroy, or auction the cargo, without any right to compensation.

10.5 The Client is responsible for ensuring that the logistical conditions at the destination allow for the efficient delivery of the cargo. Otherwise, any resulting additional costs (such as waiting time, double handling, failed delivery, etc.) shall be fully borne by the Client.

10.6 MGS shall not be liable for the delivery of goods to unauthorized persons when the Client's instructions are ambiguous, incomplete, or contradictory.

11. INSPECTION AND CONTROL OF GOODS

11.1 MGS and/or the competent authorities (including customs, health, safety, environmental, or others) may, at any time, carry out inspection, opening, or verification of the goods, their contents, packaging, and documentation, without prior notice to the Client.

11.2 Inspections may be conducted at the place of origin, destination, or during transit, whether due to a founded suspicion of irregularities, an administrative request, or for operational and safety reasons.

11.3 The costs arising from such inspection, including official fees, handling, opening and closing of containers, replacement of seals, additional transportation, or delays, shall be borne by the Client, unless proven negligence on the part of MGS.

11.4 If, as a result of the inspection, the goods are determined to pose a risk to the vessel, other cargo, port facilities, the environment, or public health, MGS may take any necessary measures, including unloading, retention, destruction, or re-shipment of the goods, with all related costs and liabilities to be assumed by the Client.

11.5 The Client shall be responsible for the truthfulness and accuracy of all documentation provided. In the event of any material misrepresentation or error, MGS may reject the cargo or suspend transport without incurring any liability.

11.6 Inspections do not exempt the Client from fulfilling their contractual obligations, nor shall they constitute definitive acceptance of the condition of the goods by MGS.

12. CLAIMS AND TIME LIMITS

12.1 Any claim related to the loss, damage, or deterioration of the goods must be submitted to MGS in writing within the following time limits:

- **Apparent damage:** at the time of delivery, with written notation on the corresponding receipt.
- **Non-apparent damage:** within three (3) calendar days from the date of delivery.

- **Total loss or failure of delivery:** within sixty (60) calendar days from the scheduled delivery date.

12.2 The maximum period for filing a claim or legal action shall be one (1) year from the date the goods were delivered or should have been delivered, in accordance with the terms and conditions on the reverse side of MARGUISA's Bill of Lading. This period may be extended only if requested in writing and expressly accepted by MGS's agent prior to its expiration.

12.3 MGS is not an insurance company. MGS's liability for the loss or damage of goods is limited in accordance with the applicable Bill of Lading and the Hague-Visby Rules, unless otherwise expressly agreed in writing.

12.4 Claims must be accompanied by all relevant supporting documentation, including:

- A copy of the Bill of Lading;
- Commercial invoice and packing list;
- Photographic evidence of the damage;
- Inspection report (if applicable);
- Proof of the value of the goods and/or of the loss sustained.

12.5 The claimant is obliged to mitigate the damages and take all reasonable measures to prevent further loss. The submission of a claim does not exempt the Client from their payment obligations nor suspend the accrual of interest or contractual charges.

12.6 If the claim is manifestly unfounded, incorrect, or unsupported, the "Merchant" as defined in the Bill of Lading and/or the party who submitted the claim shall be liable for all costs incurred, including, without limitation, inspection fees, expert reports, legal fees, and other administrative expenses incurred by MGS in its defense.

12.7 For efficient and satisfactory resolution, it is recommended that the claimant contact MGS's local agent to process the claim directly, practically, and amicably.

12.8 Updated details on the claims procedure, documentation requirements, and official forms are available at the following official link: <https://www.marguisa.com/es/sobre-nosotros/documentacion/>

13. JURISDICTION AND APPLICABLE LAW

13.1 These General Terms and Conditions of Contract, as well as any contractual relationship between MGS and the Client, shall be governed by and interpreted in

accordance with Spanish law, without prejudice to the mandatory application of international maritime treaties ratified by Spain.

13.2 Any dispute, controversy, or claim arising in connection with the transport contract, including its existence, validity, interpretation, performance, or termination, shall be submitted to the exclusive jurisdiction of the Courts and Tribunals of the city of Madrid (Spain).

13.3 Notwithstanding the foregoing, MGS reserves the right to initiate legal action before the courts of the Client's domicile, the consignee, the place of destination of the goods, or any other competent jurisdiction in accordance with applicable law, if it is deemed more suitable for the protection of MGS's interests.

13.4 The Client expressly acknowledges and accepts this clause on jurisdiction and applicable law, waiving any other jurisdiction that may otherwise apply.

14. FORCE MAJEURE

14.1 MGS shall not be liable for any failure, delay, or partial performance of its contractual obligations when such failure results directly or indirectly from an event of force majeure.

14.2 Force majeure shall be understood to mean any unforeseeable, unavoidable circumstance beyond the reasonable control of MGS, including but not limited to: wars (declared or undeclared), armed conflicts, terrorism, acts of piracy, general or sectoral strikes, lockouts, civil unrest, pandemics, epidemics, natural disasters (earthquakes, hurricanes, storms, floods), fires, explosions, collisions, serious vessel breakdowns, terminal accidents, port blockades, government decisions, embargoes, detentions by customs authorities, cyberattacks, navigation restrictions, or any other similar circumstance.

14.3 In the event of force majeure, MGS shall notify the Client as soon as it becomes aware of such event and shall make reasonable efforts to mitigate its effects. The performance of the affected obligations shall be suspended for the duration of the force majeure event.

14.4 If the force majeure event continues for more than thirty (30) calendar days, either party may terminate the contract without any right to compensation, except for payment due for services effectively rendered up to that date.

14.5 Cargo affected by a force majeure situation may be unloaded, stored, re-shipped, or otherwise handled by MGS according to the circumstances, with all resulting costs and risks to be borne by the Client.

15. GENERAL AVERAGE AND SALVAGE

15.1 In the event that general average is declared during transport, the Client, as a party interested in the cargo, shall be obliged to contribute proportionally to the sacrifices and extraordinary expenses voluntarily made for the common safety of the vessel, the cargo, and/or the crew, in accordance with the York-Antwerp Rules, as currently in force.

15.2 MGS may require the Client, the consignee, or the cargo insurer to provide a general average guarantee or deposit a sufficient estimated amount prior to the release of the goods.

15.3 Failure to provide such guarantee shall entitle MGS to retain the goods until this requirement is met, without incurring any liability for delay or additional costs.

15.4 Any dispute relating to the contribution to general average shall be resolved by the adjuster appointed by the shipowner, without prejudice to the parties' rights to challenge the adjustment in accordance with applicable regulations.

15.5 Similarly, if the cargo benefits from a maritime salvage operation, whether conventional or judicially ordered, the Client shall contribute to the payment of the corresponding compensation in proportion to the value of their salvaged cargo.

15.6 The provisions of this clause shall apply even if the event giving rise to general average or salvage occurred prior to loading or after unloading of the cargo.

16. AMENDMENTS AND VALIDITY

16.1 MGS reserves the right to modify, update, or replace these General Terms and Conditions of Contract, in whole or in part, at any time it deems necessary for legal, commercial, operational, or service improvement reasons.

16.2 Such modifications shall become effective upon their publication on the official MGS website: <https://www.marguisa.com>, or on any later date expressly indicated in the corresponding notice.

16.3 It is the Client's responsibility to regularly review the current General Terms and Conditions. Continued use of MGS services after the publication of amendments shall constitute full and unconditional acceptance thereof.

16.4 The terms applicable to each transport contract shall be those in force at the time of booking confirmation or issuance of the Bill of Lading, unless otherwise expressly agreed in writing.

16.5 In the event of any discrepancy between versions in different languages, the Spanish version published on the MGS website shall prevail, unless otherwise required by law.

