

TRANSPORT CONTRACTING GENERAL TERMS AND CONDITIONS

1. SUBJECT MATTER

- 1.1 The Carrier undertakes to provide the Services required by the Contracting Party at all times and is responsible for the activities of loading, stowing, unstowing and unloading.
- 1.2 The Contracting Party is not obliged to request any specific volume of Services.
- 1.3 If the Carrier and the Contracting Party expressly or tacitly agree to commence the Services, then the Offer, as well as these conditions and any Attachments thereto, shall be valid and binding on the parties.

2. PRICE AND METHOD OF PAYMENT

- 2.1 The price includes all expenses, taxes, tariffs, surcharges, supplies and other items, excluding VAT, incurred by the Carrier or caused by the provision of the Service. The price is not subject to review, updating or modification.
- 2.2 Invoices shall be accompanied by documents showing that the goods have been received by the Contracting Party.
- 2.3 Payment of the price shall not imply any waiver of rights by the Contracting Party or acceptance of the Service provided by the Carrier. Furthermore, the period for payment of the invoices shall be suspended should there be any cause for non-performance by the Carrier of its formal or substantial obligations.
- 2.4 Non-payment or delay in payment by the Contracting Party does not authorise the Carrier to suspend the performance of its obligations or to retain the ownership of the Contracting Party's goods.
- 2.5 The Contracting Party may set off any amounts it may owe the Carrier against any amounts owed by the Carrier to the Contracting Party or any other company in TRANSERVI or any Transervi Group of Companies, even if such amounts may have not accrued under this Agreement.

3. OBLIGATIONS OF THE CARRIER

- 3.1 Each of the Services shall be documented in a consignment note to be issued by the Carrier, which shall deliver an original copy of such consignment note to the Contracting Party.
- 3.2 The agreed deadlines for the Service and the departure and arrival dates provided by the Contracting Party imply a commitment to deliver within the established time, which is essential for the Contracting Party.
- 3.3 Upon receipt of the goods, the Carrier shall verify their suitability and compliance with the conditions required for their carriage by road and/or rail, under the terms of the current cargo regulations. Without limitation, it shall check that they do not exceed the maximum authorised weight (with uniform distribution of weights) or the permitted dimensions, either because of the different ways in which they have to be transported or because of the countries through which they have to pass to its final destination. If the Carrier detects that the goods are not properly stowed, it must refuse carriage. If it cannot verify the way in which the goods are stowed because it cannot be present at the procedure or for any other reason, then it must make a reservation in the consignment note.

- 3.4 It shall be the Carrier's obligation to inform the Contracting Party immediately of any incident or accident which may occur during the Service and to seek instructions from the Contractor in the event of any circumstance that may prevent the continuation of the Service or the delivery of the transported goods to their destination.
- 3.5 The Carrier shall only use vehicles that are suitable and adequate in view of the nature and characteristics of the goods and the Service. Such vehicles must be in perfect technical condition, comply with all the legal requirements for their use and driving, and be aware of any compulsory insurance.
- 3.6 The Carrier may not hold the goods, refuse their delivery to the Contracting Party or require their deposit or sale. The Carrier shall not acquire ownership of the Contracting Party's goods even if it has compensated for a total loss.
- 3.7 The Carrier undertakes to deliver the documentation contained in Annexes I et seq. to the Contracting Party and to maintain it in force during the term of this Agreement and at the indicated intervals. Should any of the documents cease to be in force, the Carrier shall immediately inform the Contracting Party and shall immediately suspend provision of the Service, and if applicable, shall compensate the Contracting Party for any damages that may have been caused. In addition, the Contracting Party shall be obliged to suspend payment of the corresponding invoices until due compliance with this Clause.

4. CARRIER'S LIABILITY

- 4.1 During and after the provision of the Service and with express waiver of any limit of liability, the Carrier shall be liable without limit (this liability being at least equal to that which the Contractor assumes vis-à-vis its end customer) to the Contracting Party for all damages that may be caused as a result of damage to or loss of the goods or delays, as well as any other defective performance or failure to perform that may be attributable to it.
- 4.2 The Carrier shall indemnify and hold harmless the Contracting Party against any liability as a result of the Carrier and which may be caused by any breach or default by the Carrier, its agents, representatives, authorised subcontractors or persons acting on its behalf, of the provisions in force in this Agreement as well as in the field of transport, traffic, road safety and use, the Carrier being obliged, where appropriate, to reimburse the Contracting Party for any penalties, fines or other amounts paid by the Contracting Party as a consequence of the referred infringement or breach, as well as any expenses and damages that may have been incurred or caused.

5. INSURANCE

- 5.1 The Carrier undertakes to take out and maintain in force for the duration of this Agreement, insurance policies with insurance companies of acknowledged solvency, which sufficiently cover all liabilities arising from the obligations of this Agreement and the value of the goods transported in each Service.
- 5.2 Any quantitative or qualitative change to the policy shall be notified to and accepted by the Contracting Party at the time it is made. Taking out any of the abovementioned policies or the partial or total lack of coverage by the insurance company do not exempt or limit the responsibilities of this Agreement.

6. ASSIGNMENT AND OUTSOURCING

- 6.1 The outsourcing of Services, as well as the assignment of this Agreement, by the Carrier is forbidden unless the Contracting Party gives prior express and precise written authorisation.

7. LABOUR RELATIONS AND OCCUPATIONAL RISK PREVENTIONS

- 7.1 The Carrier undertakes to act vis-à-vis the Contracting Party as the employer of the Carrier's drivers who may take part in the provision of the Service and who shall remain at all times and under all circumstances under the control, direction and disciplinary power of the Carrier, which shall employ for the execution of this Agreement its own staff, authorised subcontractors and their employees, assuming vis-à-vis the Contracting Party and with full immunity from the latter, the obligations laid down in the legislation in force for the principal employer regarding labour, tax and social security matters.
- 7.2 Both parties undertake to perform the obligations laid down in Act 31/1995 of 11 November on the Prevention of Occupational Risks. More specifically, the provisions in Section 24 of said Act on the Coordination of Business Activities shall be complied with, as well as the provisions that develop and supplement it in order to guarantee the highest safety and protection standards against occupational risks.
- 7.3 Each parties shall make available to the other party the information and adequate instructions in relation to existing risks, as well as the relevant prevention and emergency measures and in general, they shall strictly comply with occupational risk prevention regulations.

8. TERMINATION

- 8.1 Both parties may terminate the Agreement early by giving the Counterparty sixty (60) days' notice without any compensation being due.
- 8.2 In the event that the Carrier terminates the Agreement early, without giving the corresponding notice, it will incur a penalty equivalent to the amount invoiced for the last 60 days.

9. COMPLIANCE

- 9.1 The Carrier undertakes to perform its duties and obligations under the Agreement in compliance with the laws, provisions and regulations in force, including anti-corruption laws, and conforming to the documents signed during the validation process carried out by the Contracting Party: (i) Code of conduct for suppliers available at the Contracting party's website; (ii) Confidentiality agreement; and (iii) Crime prevention policy.

- 9.2 The Carrier confirms that 1) it is not on record as a sanctioned person under laws, regulations, resolutions, programs or restrictive measures related to matters of international economic-financial sanctions imposed by the United Nations, the European Union or any of its Member States, the United Kingdom and/or the U.S.A.; 2) it does not act in the name or under the instructions of any person or enterprise sanctioned under the provisions contemplated in point 1) above; 3) no person or enterprise sanctioned under the provisions mentioned in point 1) above holds or controls more than 50% of its capital; and 4) it does not and has not previously participated in activities that may give rise to exposure to sanctions under the provisions contemplated in point 1) above.
- 9.3 In addition, it undertakes to report immediately: (i) any actual or potential breach by the Carrier or by any third party performing the obligations of the Carrier under the Agreement and (ii) any act of bribery or corrupt practice of any person.
- 9.4 The Contracting Party retains the right to verify, through the procedure that it may deem most advisable, the performance of this clause, the Carrier giving its consent and undertaking to cooperate in good faith.
- 9.5 The infringement of criminal laws by the Carrier, or by any third party performing obligations of the Carrier, shall entitle the Contracting Party to terminate the Agreement immediately.

10. DATA PROTECTION

- 10.1 In compliance with personal data protection legislation in force, the Contracting Party informs the Carrier that the personal data furnished (data of employees, representatives, cooperators and third parties involved in the services) shall be recorded in a filing system the controller of which is the Contracting Party, whose identification details are on record in the introduction to this Agreement, for the management, development and performance of the contractual and commercial relationship, the lawful basis for processing being the execution of this Agreement. The data may also be used to send communications and/or questionnaires on Transervi and its services, to prevent and investigate fraud and to have available a uniform list of suppliers, the lawful basis for processing being in this case the lawful interest of Transervi and the performance of its legal obligations. The data shall be stored for the time during which the Agreement is in effect and, after its termination, they shall be duly blocked for the time established by law and while liability may arise from the execution of the Agreement. The data may be transferred to companies in the group of the Contracting Party and to third parties to which the Contracting Party is bound by law or contract to report them. The data subjects may exercise their rights of access, rectification or deletion, limitation, objection, portability and objection to automated individual decisions by sending an e-mail to RGPD@transervi.es. The data subject shall also have the right to bring a claim before the Spanish Data Protection Agency (Agencia Española de Protección de Datos).
- 10.2 In respect of the personal data furnished by the Carrier, the Carrier warrants 1) that it has duly informed the data subjects of the transfer of their data to the Contracting Party for the aforementioned purposes; and 2) the accuracy and truth of the data, undertaking to report to Transervi any change in the data and to hold it fully harmless from and against any liability due to such event.
- 10.3 If the Carrier and its personnel access personal data of which the Contracting Party and/or its customers are controllers, they shall be under a secrecy and confidentiality duty over such data. If the Contracting Party accesses and processes such data for the account of the Contracting Party it shall make the relevant "DATA PROCESSOR AGREEMENT", which shall form part of this Agreement. In the event of a security breach that affects such data, the Carrier shall notify it without delay within the maximum term of 24 hours, by e-mail to RGPD@transervi.es together with any relevant information for its documentation and communication.

11. JURISDICTION AND APPLICABLE LAW

- 11.1 The parties expressly renounce the jurisdiction of the Transport Arbitration Boards and expressly subject themselves to the Madrid Courts and Tribunals, renouncing any other general or special jurisdiction that may apply to them.
- 11.2 The "Contracts of Carriage of Goods by Land Act 15/2009 of 11 November", and, where applicable, the "Convention of 29 May 1956 on the Contract for the International Carriage of Goods by Road" shall apply for any matters not expressly covered by this Agreement. This agreement shall be governed by Spanish law.

ANNEX 1

COMPULSORY DOCUMENTATION TO BE SUBMITTED BY THE CARRIER

DOCUMENTATION	CARRIER TYPE		
	General Self-Employed WITH concurrence at the workplace	General Self-Employed WITHOUT concurrence at the workplace	Self-Employed Entrepreneur employing staff WITH concurrence at the workplace
ADMINISTRATIVE			
Certificate of being up to date with payments to the Tax Office (AEAT) (renewed annually)	X	X	X
Certificate of being up to date with payments to the Social Security Office (renewed monthly)	X	X	X
TC1 - Payment Statement (renewed monthly)			X
Transport Card	X	X	X
TC2 - Payroll List (renewed monthly)			X
PREVENTIVE			
Coordination of Business Activities letter (CAE)	X		X
Declaration of labour and preventive obligations compliance, according to the form in Annex VI		X	
Certificate of preventive modality (renewed annually)	X		X
Certificate of mutual insurance policy (renewed annually)	X		X
Risk evaluation of works to be carried out (renewed tri-annually)	X		X
Preventive action planning (renewed annually)	X		X
DRIVER'S PERSONAL DOCUMENTATION			
Driving licence (carriers / drivers) (upon renewal)	X	X	X
Certificate of Good Health (renewed annually)	X		X
National / Foreign ID (upon renewal)	X		X
Register of personal protection equipment (EPIS) (renewed annually)	X		X
Certificate of the risk prevention training in relation to the business activity (renewed every five years)	X		X
Entry record for preventive information (renewed every three years)	X		X
Entry record for access and emergency rules on the premises (to be submitted by the client)	X		X
VEHICLE			
Driving licence (upon renewal)	X	X	X
Technical Specifications (renewed annually)	X	X	X
MOT(renewed annually)	X	X	X
Compulsory driving insurance (renewed annually)	X	X	X
Road tax (renewed annually)	X	X	X
INSURANCE			
Certificate of civil liability insurance and payment receipt of last bill (renewed annually or upon substantial modification)	X	X	X
Certificate of transport insurance and payment receipt of last bill (renewed annually or upon substantial modification)	X	X	X

ANNEX 2**AUTHORISED VEHICLES AND DRIVERS OF THE CARRIER**

VEHICLES	
Number plate (tractor y trailer, if applicable)	Make and model
Number plate (tractor y trailer, if applicable)	Make and model
Number plate (tractor y trailer, if applicable)	Make and model
Number plate (tractor y trailer, if applicable)	Make and model
Number plate (tractor y trailer, if applicable)	Make and model

DRIVERS	
Full name	ID
Full name	ID
Full name	ID
Full name	ID
Full name	ID