

General Terms and Conditions.

Introduction.

These general conditions (hereinafter GTC) are applicable to all logistics services offered by CARMAR and are available to customers and the general public at any of the offices that CARMAR has in Spain and also on the company's website www.carmar.es.

Furthermore, these General Terms and Conditions (hereinafter referred to as GTC) have been registered in the Real Estate Register of Madrid and its Province; Folio 1174 Entry 20230007489, Date 18/01/2023, predispose number 20230004984, folio 1.

The customer accepts that these GTC apply to any request for service provision communicated by any means (whether verbally, by e-mail or otherwise), and are also accepted by the customer at the time of ordering the service. The acceptance of these GTC do not exclude or imply any waiver of the application of the clauses set out in the corresponding applicable transport documents (CARMAR's SHIPMENT NOTICE, SHIPPING LETTER, CARMAR's INLAND LETTER OR AIR LETTER or any other transport document used in the provision of the services), which are also accepted by the customer at the time of requesting or ordering the service and/or issuance of the document.

The contracted carriage shall be covered by a waybill, bill of lading, land waybill, air waybill, delivery note, etc. issued by CARMAR or its agents, which shall be in accordance with and conform to the applicable national regulations and international conventions, and whose clauses shall be applicable between CARMAR and the Client. If there is any discrepancy between such documents and these GCC or if there is any loophole not provided for in these GCC, the bill of lading, sea waybill or other transport document used shall take precedence in the following order: firstly, the bill of lading, sea waybill or other transport document used; secondly, these GCC; and thirdly, any other existing document or documentation.

As an exception to this rule, any statement in bills of lading, sea waybills, inland waybills, air waybills and any other document which in any way aggravates or imposes a liability in excess of that provided for in these GCC or any applicable national or international law shall be void.

In the event of non-acceptance of these conditions, the Client must expressly, in writing and unequivocally declare their rejection to CARMAR within seven days of first receipt or notice of incorporation of the same or, failing this, within seven days of the Client finally ordering the service, provided that the contracted logistics service has not effectively commenced. Once this period has elapsed, the conditions shall be deemed to have been validly incorporated.

If for any reason, any provision of these terms and conditions, or any part thereof, is declared void, invalid or unenforceable, or any omission of information by CARMAR is deemed to exist, by a Judge or institution of sufficient competence and capacity, the remaining provisions shall remain in full force and effect and enforceable.

Definitions.

- a) Company: means the business entity CARMAR, as well as its various branches, agents and representatives.
- b) Client: the party who has contracted CARMAR's services, whether on its own account and in its own name or not. As well as to whom the quotation, quotation, booking, correspondence, e-mails are addressed; the shipper, contractual shipper and actual shipper, sender, receiver, contractual consignee and actual consignee, owner of the goods or any person having an interest in the goods, or any of their intermediaries, agents or dependants. The Client is responsible for the full payment of the services rendered by CARMAR. Likewise, the figure of the Client shall be assimilated to that of the Merchant described in the General Provisions.
- c) Contractual Shipper: means the person who contracts in his own name for the performance of a transport and to whom the carrier undertakes to carry it out.
- d) Effective Shipper: means any person who has direct or indirect interest in the goods loaded, including but not limited to the seller of the goods, owner, shipper, or any person subcontracted by them to contract the transport other than CARMAR.
- e) Contractual Carrier: means the person who assumes the obligation to carry out the transport in his own name, regardless of whether he carries it out by his own means or contracts it out to other parties.
- f) Actual Carrier: means any person who materially executes the transport or any of its accessory phases, including any logistical operation, storage and formalities, whether customs or otherwise.
- g) Contractual consignee: means the person to whom the carrier is contractually required to deliver the goods at the place of destination.
- h) Actual consignee: means any person having a direct or indirect interest in the receipt of the goods, including, but not limited to, purchasers of the goods, owners, banks financing the transaction and owners of the goods.
- i) Liability of several parties: When these conditions make several parties liable for any non-fulfilment, damage, expense or similar concepts, this liability shall always be joint and several, unless there are mandatory regulations to the contrary applicable to the case.

General Provisions.

1.- Instructions: The goods shall always be dispatched at the Client's risk and expense in accordance with the instructions received from the Contractual Shipper or Consignee in writing, as the case may be. If there are no specific instructions, CARMAR may choose the itineraries, means and modes of transport and other accessory conditions, prior or subsequent to the same, which, in its opinion, are the most appropriate to carry out the transport and/or delivery of the goods in the best conditions.

2.- Goods declaration: The Client is responsible for the accuracy of the declaration of the goods with regard to their characteristics, description, marks, numbers, quantity, weight and volume, being liable for any possible losses, damages, breakdowns and/or losses that may be caused to CARMAR and/or third parties by the inaccuracy of the aforementioned data, even when such inaccuracies appear in operations not carried out directly by CARMAR, who will also be indemnified for any additional costs that may be incurred for such causes.

3.- Packaging: The Client is responsible for possible losses, damages, breakdowns and/or damages that may be caused to CARMAR and/or third parties as a consequence of inadequate, defective or badly used packaging that causes damage or harm to the goods or to the handling equipment or means of transport, even when such deficiencies appear in operations not carried out directly by CARMAR, who will also be indemnified for any additional costs that may be incurred for such causes.

4.- Direct action: the transport provider subcontracted by CARMAR declares to be aware of the policy of prohibition of subcontracting by CARMAR with a third party and that, in the event of carrying out this second subcontracting of the transport service, the supplier directly subcontracted by CARMAR declares to be responsible for any breach and/or damage that may arise in general and to cover the costs and possible indemnities for a "direct action" exercised against CARMAR, in particular.

5.- Assignment of equipment: In the event that containers or other equipment are assigned, the assignment of the equipment is granted on a personal and non-transferable basis to the ASSIGNEE, and is therefore explicitly restricted to the ASSIGNEE, without prejudice to any subcontracting that the ASSIGNEE may do in the exercise of its activity (without prejudice to the provisions on "direct action"). Likewise, the ASSIGNEE guarantees that it has the administrative authorisations required to carry out the activity, including the mandatory authorisation from the Port Authority, where applicable. Likewise, the vehicles used will in all cases meet the appropriate conditions for the transport of the shipment in question.

The LICENSEE shall inspect the unit, including the payload of the CSC plate, and confirm that it is suitable for shipment and destination, being entitled to reject at that moment the equipment it deems unsuitable for the scheduled shipment. The LICENSOR undertakes to provide a new one at the same time. The LICENSOR shall not admit any subsequent claims or extra costs by the LICENSEE derived from the omission of inspection by the LICENSEE.

The LICENSEE agrees to indemnify and hold CARMAR and/or the LICENSOR harmless from any liability related to delay in the return of the equipment, misuse of the equipment and/or administrative, civil and criminal liabilities that may arise from the transport by act or omission.

Furthermore, expressly but not exclusively, the Transferee undertakes to pay the price of the assignment and any delays and/or additional expenses of occupation or any other type related to the delay in the return of the assigned equipment. In the event that CARMAR is claimed extrajudicially or judicially to pay any amount, delay, expense, or liability derived from the use, delay in return, or non-compliance made by the ASSIGNEE, the ASSIGNEE undertakes to pay on first demand to CARMAR the amounts that CARMAR can accredit that have been the object of a mere extrajudicial or judicial claim by a third party, without the need for any judgement to be made. In the event that the ASSIGNEE wishes to dispute the reality or amount of these claims, it may avoid payment by issuing a guarantee on first demand, guaranteeing to the full satisfaction of CARMAR the amounts notified or claimed and the expenses of all kinds, including but not limited to those of legal representation and experts possibly related to the incidence, reality or amount of said notifications or claims.

6.- Extra-costs: Any additional costs arising as a result of events or circumstances after the date of contracting or, where appropriate, the date of issue of the shipping or transport documents, shall be borne by the clients, provided that they are not due to the fault or gross negligence of any of the parties involved in the provision of the contracted services.

7.- Payments: Payment of any expenses and services rendered by CARMAR shall be made in cash, except for special or particular credit conditions previously and expressly agreed. Likewise, deferred payment of invoices will be limited to the period agreed in each case with the client, and may not exceed 60 days from the date of the invoice or the date of the service.

8.- Offsetting of credits: Under no circumstances and under no circumstances may the client offset invoices owed to CARMAR, or refuse to pay for services rendered when invoices are due, without the express and reliable consent of CARMAR.

9.- Late payment: In the event of late payment of any expenses and services rendered by CARMAR, the debtor will be obliged to pay the late payment interest set out in Law 3/2004 of 29 December 2004 on measures to combat late payment in commercial transactions.

Any credit payment conditions of the client/supplier (debtor) will be cancelled by default when the client/supplier (debtor) has one or more overdue and unpaid invoices with Carmar, even if these are in the process of judicial or extrajudicial dispute, and cash conditions will be applied to the same, requiring advance payment before delivery of any goods.

10.- The client is obliged to pay not only the price of the services contracted with CARMAR, but also any duly justified additional expenses incurred during transport.

11.- In case of omission or insufficient information, the contractual shipper and the client will be liable for any damage caused by the goods (IMO/No IMO), CARMAR being entitled to reimburse any expenses caused for such reason and being exempt from any liability if the goods have to be unloaded, destroyed, neutralised or rendered harmless, as required by the circumstances and without any compensation.

12.- Abandonment: If the contractual consignee does not take charge of all or part of the goods on arrival, they shall be deposited at the risk and expense of the Client or whoever is responsible for them, subject to the provisions of the Law or, where applicable, the customs of commerce observed at the place of delivery. All costs incurred in these actions shall be borne by the Client. In particular, any costs incurred as a result of the delay in the collection/receipt of the container at the port of destination (delays of the container, occupation costs, etc.) shall be jointly and severally liable to CARMAR by both the shipper and the consignee.

13.- Right of retention: CARMAR has the right of lien and/or retention (general and particular) on the transported goods and Client documentation for all amounts due to it by virtue of the services entrusted to it by the same shipper and/or consignee or the representatives of one or the other. CARMAR may enforce its rights by any means it deems appropriate and admissible under the laws of the place where such rights are exercised or, failing that, the place of shipment of the goods or the place where the goods are to be delivered. If the goods are lost or destroyed, CARMAR has the same rights as stated above in respect of compensation payable by insurance companies, transport companies or others. Unless expressly provided otherwise by law, this right shall extend to all goods shipped even if they do not correspond to the shipments for which the Client owes the invoices.

CARMAR also reserves this right where the Client is in breach of the agreed payment terms, in which case such agreement shall be deemed invalid and unenforceable and all unpaid amounts shall automatically become immediately due and payable and CARMAR shall have a lien on all goods in its possession. In addition, it may assert any other lien which is admissible under law. CARMAR shall be entitled to institute any notarial proceedings permitted by law.

The Client shall be liable for any damage or deterioration to the goods, particularly if perishable, due to any lien or notarial proceedings CARMAR or its agents may be required to take.

If the goods for which the lien or notarial process is intended to be exercised are lost or destroyed, CARMAR shall have the same rights as above in respect of any compensation paid by insurance companies, transport companies, etc.

Unless expressly provided otherwise by law, this right shall extend to all goods shipped even if they do not correspond to the shipments for which the Client owes the invoices.

14.- Notification: Unless otherwise applicable, actions for loss, damage or delay cannot be exercised if at the time of delivery of the respective shipments, the corresponding reservations have not been formalised. In the case of loss, damage or delay occurring during the physical execution of the transport, and when the regulations are imperative, the protests and reservations must be formulated in the terms and conditions indicated in the regulations in force and in those established in the international conventions that regulate the mode of transport in question.

15.- Prescription: All actions related to the services provided by CARMAR prescribe / expire in the period indicated in the current regulations and, if applicable, the international agreements that regulate the different modes of transport, starting to run the period of prescription or expiry depending on what is established in each regulation or agreement.

16.- Basic information on data protection. The person responsible for the processing of your data is CARMAR SOLUCIONES LOGISTICAS S.L. Purposes: The purpose of the processing is the provision of the contracted services and invoicing. Legitimation: Execution of a contract. Recipients: No data will be transferred to third parties outside the contracted service. Retention periods: Personal data will be kept for the duration of the provision of services. At the end of the service, they will be kept for a period of no more than thirty-six months or for the legally stipulated periods.

The justification for keeping your data is the legitimate interest of being able to maintain a new contractual relationship with you in the future and the agility provided by holding your data for the execution of the contract. Rights: You can exercise your rights of access, rectification, deletion, portability, limitation or opposition to the processing of your data, by means of an application that you can request from us. You may lodge a complaint with the Data Protection Agency if your rights have not been exercised. Further information: Detailed information on data protection can be found at www.carmar.es. Updating your data: Unless you inform us to the contrary, we will assume that your data have not been modified, and you undertake to notify CARMAR of any change in them. If there is a change in your data, please contact us in order to update them.

17.- Jurisdiction: Unless otherwise stipulated, the Client expressly submits to Spanish Law and to the jurisdiction and competence of the Courts of Madrid, renouncing any other jurisdiction if any.

Liability.

1.- Unless the applicable regulations exclude liability for any or all of these cases, CARMAR is liable for damages resulting from loss, damage or delay in delivery if the event that caused the damage occurred between the time it took delivery of the goods and the time of delivery. However, CARMAR shall not be liable for: 1) Fault or negligence of the Client or its authorised representative; 2) Faulty or defective packaging, labelling or the absence thereof, provided that CARMAR was not responsible for the packaging, marking and marking of the goods. 3) War, rebellion, revolution, insurrection, usurpation of power or confiscation, nationalisation or requisition by or under the orders of a Government or Public or Local Authority; 4) Strike, lockout or other industrial disputes affecting labour; 5) Damage caused by nuclear energy; 6) Natural disasters; 7) Force majeure; 8) Theft and/or robbery; 9) Circumstances which CARMAR could not have avoided and the consequences of which it could not foresee. 10) Inherent defects and nature of the goods; 11) Piracy; 12) Incorrect labelling or labelling; 13) Other causes of exoneration established in the agreements or legal dispositions in force.

2.- CARMAR shall not be liable for loss or damage to the goods, unless such loss or damage occurs while the goods are in the custody and control of CARMAR and before they have been made available to the customer, after which

time CARMAR shall not be liable in any case.

3.- CARMAR will not be responsible if the goods have been transported by the Client or its representative.

4.- CARMAR will not be liable for any consequences arising from loading or unloading operations that have not been carried out by CARMAR.

5.- CARMAR will not be liable for loss, damage or expense arising from insufficiency or imperfection in connection with the number, contents, weight, markings or description of the goods.

6.- CARMAR may avail itself of any disclaimers of liability, limitations of liability, time limits for complaints or actions, and optionally as it chooses from any jurisdiction clauses that may apply to the contractual carriers or any other sub-contractors it has employed to perform the orders received.

7.- CARMAR will only be responsible for errors made in the documentation or delivery of the goods if it has committed gross negligence or fraud. And, in such cases, its liability will be limited to 2.5 times the value of the freight.

8.- CARMAR will not be responsible for the fulfilment of instructions given after the issue of the shipping or transport documents, as well as for any contingency derived from these subsequent instructions.

9.- When the responsibility derives from facts or acts occurred during the execution of the transport, if CARMAR should be subrogated in it, in no case can it exceed that assumed by the railway, shipping, air, road transport companies, warehouses, or any intermediary that intervenes in the course of the transport, in accordance with the regulations and international agreements in force.

10.- When the transport is carried out by two or more different means of transport, CARMAR's liability will be that applicable to the regulations of each phase or mode of transport. When it is not possible to determine the stage of the journey in which the damage occurred, the liability of CARMAR will be decided in accordance with the provisions of Law 15/2009 on the contract of land transport of goods. Likewise the protest for loss, damage or delay in the goods will be governed by the rules applicable to the mode of transport in which the delivery of the goods takes place or should take place.

11.- In no event shall CARMAR be liable for loss of profit, consequential, indirect, exemplary or punitive damages and in particular CARMAR shall not be liable for any interruption of production, business or sale arising from delay, loss, theft, robbery or damage to goods nor for fines, penalties, claims for losses due to depreciation or penalty clauses, fluctuations in currency exchange or value of goods, duties or taxes increased by the Authorities howsoever caused.

12.- As warehouseman and depository, CARMAR will only be liable for damage to the goods that occurs as a result of a breach of its contractual obligations in the cases and circumstances foreseen in the applicable regulations. Its liability shall commence at the time the goods are handed over to CARMAR's employees, and shall end at the time the goods leave its warehouses for transport. If the Client does not require the goods to be counted and/or weighed prior to their storage, he/she waives the right to claim for any shrinkage that may occur when they are delivered, unless he/she can prove that this is due to a case of theft.

13.- In the event of a deposit and storage of goods, CARMAR will limit its liability. The compensation for loss or damage shall not exceed one third of the Public Indicator of Multiple Effects Income per day for each kilogramme of gross weight of goods lost or damaged (1/3 IPREM 2021= 6,277 €). Compensation for damages resulting from delay shall not exceed the price of transport. In the event of concurrence of compensation for several of these concepts, the total amount to be paid by the carrier shall not exceed the sum due in the event of total loss of the goods.

14.- CARMAR's liability for loss or damage to the goods, in the absence of mandatory regulations, is limited, at most, to the price paid for the transport or service provided. As an exception, the objective limits of liability provided in: 1) Law 15/2009 of the CTT; 2) CMR Convention; 3) Hague-Visby Rules; 4) Montreal Convention will be applied;

15.- CARMAR's aggregate liability shall not exceed the limits of liability for total loss of the goods.

16.- Any clause in any document other than these general conditions that directly or indirectly increases the quantitative limits established in this section, such as for example: declaration of value and/or special interest in the delivery, will be null and void and will be considered as not included in these general conditions.

17.- In the event that the Client expressly states its intention or interest in raising the objective limits of liability, CARMAR will inform the actual carrier, who may or may not accept the proposal. In the event of acceptance by the actual carrier, the Client must make actual payment of the corresponding supplement to the cost of carriage in order for the agreement to be perfected. CARMAR shall in no case be bound in any way by this possible agreement, but shall only mediate between the Client and/or contractual shipper and the actual carrier.

18.- Unless otherwise required by law, if CARMAR is liable for damages resulting from delay in delivery, or for any indirect loss or damage other than loss of or damage to the goods, its liability will be limited to a sum not exceeding the equivalent of the carriage charge under the contract with CARMAR. In any case the delivery times indicated to the Client will always be understood to be approximate, and will be subject to the vicissitudes of the means of transport used. In the event that the Client wishes to be guaranteed delivery of goods within a specific period of time, this must be expressly indicated by the Client when contracting the transport service and, in order to be binding, must be expressly accepted in writing by CARMAR's Management.

19.- These limitations shall apply to all claims against CARMAR, regardless of whether the claim is based on contractual or non-contractual liability. They shall also apply to any claim, whether civil, commercial, criminal, judicial, extrajudicial, or of any other nature. They shall also apply to any direct legal action against employees and/or dependants of CARMAR, whether permanent or temporary, for loss or damage to goods; as well as in the case of joint legal action against CARMAR and its employees, whether permanent or temporary.

20.- CARMAR will only be liable for errors made in the documentation or delivery of the goods if it has committed gross negligence or fraud. In such cases, its liability will be limited to 2.5 times the value of the freight.

21.- CARMAR is authorised to select and contract freight forwarders, carriers, warehouse operators, customs agents, shipowners, shipping lines, airlines, charter brokers and any other agents as required for the transport, storage, handling and delivery of goods, all of whom shall be considered independent agents of CARMAR. Goods shall be entrusted to them subject to all these conditions (such as limitations of liability for loss, damage, expense or delay in delivery).

22.- Claims will not be accepted if they have not been previously assessed or endorsed by CARMAR's designated personnel. In any case, they will be treated separately from the transport invoices. In order to evaluate any claim, it is essential that the Client is up to date with payment.

23.- As a customs broker or as an intermediary in customs operations, CARMAR will only be liable for damage caused by its own fault or negligence, but will in no case be liable in cases where it has followed the instructions of the Client or, where applicable, of the customs agent or representative. Similarly, the Client accepts that he/she is the person liable for payment of taxes and that CARMAR is only acting on his/her instructions.

24.- The Merchant shall be solely responsible for the sealing of the cargo and/or its container, in accordance and in compliance with the applicable legislation of both the country of origin and destination.

25. - Due to the mandatory regulations focused to avoid illegal practices related to the transport of dangerous goods, being the incorrect declaration of this type of goods or its lack of declaration a serious offence for violation of laws, international regulations and IMDG code; CARMAR will charge, pass on and repeat any penalty that is motivated or that may have any direct or indirect relation with the incorrect declaration or non- declaration of dangerous goods and IMDG cargo when the trader or any third party has not truthfully, accurately and sufficiently described the goods or their nature (or any other aspect related to it) in compliance with the IMDG code and/or any applicable law or regulation, either intentionally or unintentionally.

Insurance.

1.- CARMAR does not insure against loss or damage during the carriage, storage or transport of goods or the provision of any other service, unless specifically instructed in writing by the Client, in which case the Client must pay the corresponding amount.

2.- When CARMAR is expressly instructed by the Client to arrange insurance for goods, CARMAR will always contract on behalf of the Client, acting as the uninsured policyholder. The Client expressly accepts that CARMAR is empowered to insert a non-subrogation clause against CARMAR for any claims that may be made by the insurer once the claim has been paid.

3.- The terms and conditions of the insurance will be those set out in the insurance policy contracted, which will be available to the Client at their express request.

4.- CARMAR shall not be liable for any disputes or claims that may arise between the Client and the insurance company contracted as a result of the insurance of the goods.

5.- When insuring the goods, the Client expressly undertakes to insert a non-subrogation clause against CARMAR. In the event of failure to do so, the Client expressly assumes the obligation to hold CARMAR harmless from any claim arising from the breach of this clause.

Conditions of the Offer.

1.- The offers do not include in any case: VAT, surcharges, Tariffs and / or Surety.

2.- Freight and surcharges subject to variations by the shipping companies. Notwithstanding the above, BAF, CAF, GRI, WAR RISC, PPS, BUC, PCS, PSS, etc. surcharges are subject to monthly revision. Those in force at the time of shipment

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3.- CARMAR may require at any time the Incoterm or "terms of sale" of the goods agreed by the Merchant, reserving the right to reject or vary the conditions of the quotation or booking issued or confirmed by virtue of such information. Any damage or misunderstanding caused by the non-proper transmission of this information shall be for the Customer's account.

4.- In the event that the receiver has its own customs agent at destination, regardless of whether it is configured as the Client, CARMAR reserves the right to invoice the corresponding commission for the concept of "documentation transfer management" to the orderer.

5.- The Client undertakes to carry out, where appropriate, the corresponding tax claim against the Canary Islands Government, within a maximum period of 20 calendar days from the date of presentation of the shipment.

6.- The Client will be responsible for the cost generated by the modification of any shipment once it has been presented, and CARMAR reserves the right to pass this cost on to the orderer. Likewise, the Client and/or his

customs representative will be jointly and severally liable for any administrative penalties that may result from such late modifications.

7.- There shall be 2 free hours for loading/unloading the container. Unless the parties previously and expressly agree otherwise, in the event of exceeding the aforementioned period, the Client and/or orderer shall be responsible for the extra costs generated and for any damage directly or indirectly related to the overstay.

8.- Services with more than one pick-up address will be subject to a surcharge according to the rate €/hour. Please consult your sales representative. Home collection/delivery is understood to be on the ground floor at street level, and does not include additional means and/or services (cranes, pulleys, forklifts, placement in warehouse/shop, etc.) or assisting personnel. If other means are necessary for the handling of the goods, these will be considered as an exception to the service and the cost and invoicing will be increased by the amounts corresponding to the work carried out.

9.- The prices offered do not include the positioning of the container in the inspection area in the event that this is requested by customs. They also do not include possible revisions requested by customs. If there are any, they will be charged at cost. These are only generated in case of request by the competent authority.

10.- If the cargo does not coincide with the measurements and weight declared by the client, his collaborators or dependents, the carrier reserves the right to cancel the booking. If, despite discrepancies, it is accepted, this may result in a change in the applicable price quoted and other charges or fees, which will be applied without prior notice. Goods will be priced at their gross weight in kilograms, including their carriers or packaging. Bulky goods will be charged at the rate of 333 kg per cubic metre or at the specific volume rate if any. For goods of special dimensions, indivisible, the extra cost for the loss of stowage will be applied, those of more than 3 metres in length or 2000 kg an increase of 30% (for extra-measures) on the current rate with a minimum stipulated directly with your commercial agent.

11.- In the case of FR / OT equipment with or without extra-measurements, the customer declares that the goods have been loaded, stowed and lashed on his own account and under his responsibility, the costs associated with these operations not having been contemplated in the offer issued by default. Likewise, both CARMAR and the Terminal reserve the right to accept the entry into the terminal/dock of the goods in the event that the lashing is considered insufficient and / or poses a danger due to lack of stability and / or safety. In the event that the goods enter the terminal and at the time of loading the ship's captain considers the lashing / stowage of the goods to be insufficient, inappropriate and/or unsafe, and does not accept the cargo on board, the client will be responsible for removing the goods from the terminal (with the consequent costs - among others - of doors and occupancy if any) and carrying out a reinforcement of the lashing and / or better stowage of the loaded goods outside the terminal.

12.- For the reservation of special equipment, we require a boarding commitment and a space reservation request by the same means, as soon as possible and as far in advance as possible. In the event of cancellation by the client, he/she declares that he/she is aware of and assumes the possible related costs that may arise in his/her case.

13.- REEFER EQUIPMENT. Minimum notice for equipment request of 5 working days.

14.- It does not include delays, occupations, detentions, port storages, inspections, X-rays, radiometry, etc. These expenses that may be generated will be borne by the parties interested in the cargo.

15.- The goods must be properly packed for transport in any mode (air, sea, land, multimodal or combined). In the event that the packaging is in wooden boxes, these must have "windows" to be able to correctly lash the goods to the equipment. CARMAR will not assume any responsibility in case of any damage caused to the goods as a consequence of poor packing, stowage and/or lashing.

16.- The customer will be responsible for the due and proper compliance of the ISPM N°15 legislation in the pallets or boxes in shipments to the Canary Islands. Said pallets or boxes must bear the distinctive (black spike), visible, which confirms that they have been subjected to an approved phytosanitary treatment. Failure to use the same will result in the customer assuming full responsibility for any penalties, possible confiscation and destruction of the goods.

- 17.- The packages that make up each consignment must be clearly identified and marked with the appropriate markings or inscriptions that warn of the risk that their handling may entail for people or the goods themselves, coinciding with the description of the same contained in the consignment note.
- 18.- Offer valid for NON IMO goods. Regarding Dangerous Goods, CARMAR will only accept for shipment the goods previously authorized by the shipping company. For this purpose, the shipper will provide in due time and form the necessary documentation for its declaration. In these cases, a minimum of 25% surcharge will be applied on the freight charges. Reservations and loading orders will not be accepted for ADR goods below group 3. Loading orders for dangerous goods must be pre-notified by the contract shipper 24 hours before the deadlines required for conventional goods. All shipments of dangerous goods must comply with the ADR/IMDG regulations in force at the time. The contractual shipper and the client are solely responsible for complying with current legislation, both in terms of packaging, documentation, markings, consignment notes and any other requirement that may be necessary for the transport of the aforementioned goods, exonerating CARMAR in particular from any liability that may arise from non-compliance with third parties.
- 19.- Goods: Compacted plastic (scrap) must be in big bags and palletised, bulk cargo is NOT allowed. Scrap goods subject to shipping conditions and final approval for shipment.
- 20.- Offer subject to availability of equipment and available space on board the vessel.
- 21.- Extra-weight land transport subject to weight limitations by the carriers up to the legal maximum permitted unless expressly authorised by the competent authorities.
- 22.- In case the gross weight of the goods exceeds 23.999 kg, there will be a surcharge of 25% on the road transport in accordance with the established restrictions.
- 23.- CARMAR reserves the right to revise and re-quote, if we do not receive any booking or confirmation of acceptance of the offer, before the above mentioned expiry date or validity of the offer.
- 24.- The Transit Time (TT) provided is for information and guidance only. The transit time and departure and arrival dates published are estimates. Such schedules may be brought forward, postponed or cancelled without notice. In no event shall the Forwarder be liable for consequential damages, loss of profit or delays in the scheduled departures or entries of any vessel or other means used for the carriage of the goods by sea or otherwise. The transit time applied at the time of booking may not be extended except with the express authorisation of the Carrier or actual carrier and CARMAR shall in no event be liable for any loss or damage caused as a result of such non-extension.
- 25.- All additional costs that are not reflected in the above offer, such as telex release, manifest corrector, certificate issuance, etc., are excluded.
- 26.- The cost of insurance includes: premium, taxes, administrative and issuing costs.
- 27.- VGM: In the event that the VGM weighing is provided by the Client, if there is any discrepancy, the client shall be responsible for any possible applicable penalties.
- 28.- In the event that the customer receives damaged or incomplete goods (shortages), this must be reflected in the corresponding delivery note, leaving in any case a written record at the time of receiving the goods. In the event that it is impossible to check the condition of the goods upon receipt, the customer is obliged to make the corresponding reservation and report the damage within the legally stipulated timeframe after delivery of the goods.
- 29.- Return of delivery notes signed by the recipient. The justification of the service will be made by means of proof of delivery by the receiver, the return of signed delivery notes will be invoiced at the rate of 2,00€ delivery note, CARMAR offers a free service of consultation of delivery receipts on its web page www.carmar.es.
- 30.- Return of containers or pallets. The return of containers or pallets will be considered as an independent transport and invoiced as such.
- 31.- Refunds. Cash on delivery shipments will accrue a 5% commission with a minimum of 6,00€.

32.- Refunds. The shipments in which a disbursement must be invoiced will accrue a commission of 10% with a minimum of 11.00€.

33.- Epidemic / Pandemic/ Coronavirus: without prejudice to the provisions of the Force Majeure clause, CARMAR does not guarantee the compliance with the route and schedule of the vessel and its cargo nor is it responsible for the delivery time, especially with respect to the main ports and other countries affected by the virus; this provision also includes and refers to shipments and cargo already in transit to the mentioned destination ports. This situation is beyond the control of CARMAR, limiting itself to transmit the instructions and decisions taken by the Shipping Companies and/or the corresponding authorities of the affected countries and other international organisms. Similarly, the rates offered may be subject to other applicable surcharges, including but not limited to local charges, contingency charges, congestion charges and/or related/similar charges.

34.- The Merchant shall be jointly and severally liable to the Carrier for payment of all freight, Bunker Adjustment Factor (BAF), Currency Adjustment Factor (CAF), Terminal Handling Charge (THC), demurrage, detention, General Average, salvage and other charges, including but not limited to court costs, expenses and attorney's fees incurred in the collection of sums due to the Carrier. Payment of ocean freight and related charges to another freight forwarder (e.g. origin/destination freight forwarder), broker or any person other than the Carrier shall not be deemed payment to the Carrier and shall be made at the payer's risk and expense. For the purposes of this clause, "Merchant" means and includes the Shipper, the Consignee/receiver, the "Contract Holder", and the Owner of the Goods; and "Carrier" means the Multimodal Transport Operator who has been engaged for the performance of the multimodal transport contract (as Carrier). However, it may be agreed that the freight is payable by the consignee of the goods by so stating in the bill of lading or waybill. In this case, the consignee is obliged to pay the freight if he accepts or collects the goods at destination. If the consignee refuses or does not collect the goods, the contracting party must pay the freight and other expenses related to the carriage. The latter must also pay the part of the freight that the carrier has not received from the consignee despite having exercised the rights of retention or deposit.

35.- Compensation for stoppages. In the event of stoppages due to causes not attributable to the carrier, the provisions of article 22 of Law 15/2009, of 11 November, on the contract of land transport of goods shall be applicable. CARMAR will be indemnified, in any case, in the event that the Merchant or any of the parties involved, if any, have expressly agreed an indemnity for an amount greater than the legally established. In this case, as long as it is proved that the stoppages are directly caused by negligent actions of CARMAR, the legally established regime will be applied in any case.

Special conditions for shipments of personal effects
(These apply without prejudice to the general terms and conditions.)

36.- The customer declares to have carried out the packing and stowage of the container on his own account, CARMAR not being responsible for any damage or loss that may occur to his goods as a result of poor packing or stowage.

37.- In the event that CARMAR must appear on the MBL as Shipper or Consignee, the customer (with address in Spain) must complete, sign and stamp a LOI addressed to them in order to be able to manage the shipment of their goods.

38.- In any case, the client will be obliged to insure the goods by means of a floating policy.

Special Conditions for Bulk Cargo / Bulk Cargo
(These apply without prejudice to the general terms and conditions)

39.- Corners / lifting points must be accessible at all times.

40.- The quotation is subject to stowage and lashing of cargo that complies with below or above deck stowage requirements.

- 41.- Wide span loads extending their full length and exceeding 555/1170 cm (20' / 40') cannot be stowed below deck due to cell guide restrictions.
- 42.- At least 25 cm clearance from end walls is required to allow for under-floor storage.
- 43.- Please note that if your cargo must be moved from the truck chassis to a piece of equipment (FR/OT), or vice versa, the terminal will apply the prevailing rates not included in the above quotation.
- 44.- Extra-weight land transport subject to weight limitations by carriers up to the legal maximum permitted unless expressly authorised by the competent authorities.

Special conditions for import cargoes
(These apply without prejudice to the general terms and conditions.)

- 45.- The prices offered do not include the positioning of the container in the inspection area in case it is requested by customs.
- 46.- It does not include possible revisions requested by customs. If there were, they would be charged at cost.
- 47.- Quotation subject to container cleaning charge in the event that there is dirt, if any, container cleaning will be charged according to the carrier's tariff.

Alex
Trincado

Firmado digitalmente por Alex
Trincado

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