

GENERAL AIR TRANSPORT CONDITIONS

1. Applicable regulations

This contract shall be governed by the Warsaw Convention or the Montreal Convention.

2. Contracting parties

This contracting parties are the loader or sender, the recipient (when we refer to the loader or sender together, we will identify both as the Client) and any company in the MOLDTRANS group.

3. Loading and unloading operations:

3.1. Loading and unloading of the goods shall be at the expense of the loader and the recipient, these being solely responsible for any damage arising from such operations including, but not limited to, damage suffered by the goods caused by inadequate or insufficient stowage and/or lashing.

3.2. It is expressly stated that MOLDTRANS SL and/or its drivers and/or carriers do not carry out or manage loading and unloading operations, limiting themselves exclusively, and unless otherwise agreed, to driving of the method of transport. As a result of the foregoing, the loader and/or the recipient shall be jointly liable to MOLDTRANS S.L. for damages to persons and/or goods and/or vehicles and/or any transport material, as well as to any costs arising from defects in packaging, stowage and lashing of the goods.

3.3. MOLDTRANS S.L. lacks the appropriate means to verify the content and checking the number, markings and other characteristics of the packages delivered by the loader or sender, and that is recorded according to the information provided by the loader or sender as indicated on the front of the Air Guide.

3.4 MOLDTRANS SL shall not be liable for any damage and/or faults caused to goods loaded in containers, closed packages or other parcels whose contents cannot be checked without breaking their packaging, when these have been loaded/filled by the loader. In such cases, it shall be presumed that the delivery has been carried out satisfactorily.

4. Liability

4.1. The liability of MOLDTRANS S.L. is always, and in all cases (including negligence and / or gross negligence), limited in accordance with the legal regulations applicable to each, unless the statement of value and payment of the corresponding freight has been expressly agreed.

4.2 It will also, in any event, be essential for the Client to prove the damage and the customer will not, under any circumstances, be compensated for the payment of a service from previous damages, related to other transport services already provided prior to this, even if such damages hold true and have actually occurred.

4.3 MOLDTRANS will not be liable for the breach of obligations arising from this contract when caused by totally unforeseen circumstances, or foreseeable but not avoidable, or those with catastrophic effects such as fires, riots, strikes, disturbances, wars, ship, aircraft or vehicle accidents, extreme weather conditions, armed conflicts or for any reasons of force majeure, which could prevent or delay the production or delivery of products.

5. Obligation to pay the cost of transport

5.1. Under no circumstances will it be presumed that the transport and/or additional services are free of charge.

5.2. Unless expressly agreed otherwise, the obligation to pay the transport costs and other expenses will be borne by the loader, who must pay the corresponding invoice within a maximum period of 30 days from its issue.

5.3. When it has been agreed that the transport costs and expenses will be paid by the recipient, they will assume that obligation at the time of delivery and acceptance of the goods. In any event, the loader will be jointly liable with the recipient for payment of the freight and related expenses.

5.4. If the recipient and/or the loader refuse to pay the transport costs and/or additional, ordinary and/or extraordinary costs, caused by transport, MOLDTRANS S.L. will have the right to withhold the goods in its possession, it may refuse to deliver the goods and/or demand a bond or other sufficient payment guarantee, without the need to attend Courts, Tribunals or Arbitration Transport Boards. This withholding of goods will be extendable to freight owed from previous shipments by the same loader and/or recipient.

5.5. A default will be incurred on the payment obligation from the moment of arrival, receipt and / or delivery of the goods. Returns and their additional expenses, as well as non-payment of invoices within the agreed period, will accrue a monthly interest of 1.5%, in favour of Moldtrans, in accordance with Law 15/2012 and 3/2004 regarding payment defaults.

This interest replaces the legal interest in the event of seeking payment through legal channels, without prejudice to the application of the corresponding interest on arrears.

"During holiday periods the payment of invoices must continue to be fulfilled and deadlines cannot be postponed to the following month".

5.6 CUSTOMS VAT and any customs duties, payment of taxes and costs in its widest sense, will be settled by the client in cash.

5.7 Liability waiver for differences in currency conversions.

6. Reservations

Any reservations or notes on the status and condition of the goods must be made in writing at the time of delivery. In order to be valid, the reservation must be specific and identify the type of damage or loss, the date and the signature and stamp of the recipient. A delivery without reservation or with a generic accepted reservation, subject to examination, will not be valid, assuming that the delivery is accepted, without further claims for damages and/or errors.

7. Jurisdiction

The parties (loader, recipient and MOLDTRANS SL) expressly submit to the jurisdiction and authority of the Commercial Courts of Barcelona, expressly waiving the right to their own jurisdictions and/or the Transport Boards.

8. Delivery time

Delivery times are simply indicative, MOLDTRANS does not accept any liability whatsoever for delays, given that the delivery time is not an essential condition of the contract unless expressly stipulated otherwise, particularly those delays which are not attributable to weather conditions.

9. Conflicting forms

In the event that the provisions contained within this contract conflict with those set out by the client, these provisions will take precedence over those set out by the client.

10. Code of Conduct

The client is aware of the existence and content of the MOLDTRANS code of ethics, which governs the company's business action. It therefore adheres to the content of the same and states that the request for transport service made to MOLDTRANS does not constitute any infringement against that ethical code. In this regard, it states under its own responsibility that all goods subject to a transport contract are lawful and do not contravene any current regulations that apply in any of the countries related to the service (country of origin, destination and country of transit, where applicable).