

## **GENERAL CONDITIONS FOR MARITIME TRANSPORT**

### **1. Applicable law**

This contract will be governed by the Hague Rules or the prescriptive legislation if stipulated by the jurisdiction of the Hague Rules or of the Hague-Visby Rules.

### **2. Contractual parties**

The loader or sender, the recipient, (when we refer to the loader and sender together, we will identify both as the Client) and any company from the MOLDTRANS group are parties to this contract.

### **3. Loading and unloading operations:**

3.1. The loading and unloading operations of goods will be the responsibility of the loader and the recipient respectively, and they will be the only parties liable for damages deriving from these operations including, but not limited to, damages suffered by the goods caused by unsuitable 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 loading and unloading operations or manage them. They are exclusively limited to driving the means of transport, unless agreed otherwise. As a result of the above, the loader and/or recipient will be solely liable to MOLDTRANS S.L. for damages to people and/or goods and/or vehicles and/or any transport material, as well as any costs arising which are caused by defects of the packaging, stowage or lashing of the goods.

3.3. MOLDTRANS S.L. lacks the appropriate means to verify the content and matching of the number, markings and other characteristics of the packages delivered by the loader or sender, and which is included according to the information provided by the loader or sender, as stated on the front of the Freight Note.

3.4 MOLDTRANS SL will not be liable for damages and/or errors caused to the goods loaded in a container, closed packages or other devices whose content cannot be checked without breaking its packaging, when this has been loaded/filled by the loader. In this case, it will be assumed that the delivery has been carried out satisfactorily.

### **4. Liability**

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

4.2 It will also, in any event, be imperative for the Customer to prove the damage and the customer will not under any circumstances be able to make the payment for a service from previous damages, related to other transport services already provided prior to this, even if these damages hold true and they have actually occurred.

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

## **5. Obligation to pay the cost of the transport**

5.1. It should not be assumed, under any circumstances, that the transport and/or additional features are free.

5.2. Unless expressly agreed otherwise, the obligation to pay the transport costs and other expenses will fall upon the loader, who must pay the corresponding invoice within 30 days of its issue.

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

5.4. If the recipient and/or loader refuse to pay the transport cost and/or additional expenses, whether these are ordinary and/or extraordinary, caused by the 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 payment guarantee without the need to attend Court or Transport Arbitration Boards. This withholding will be extendable to amounts 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 the arrival, receipt and/or delivery of the goods. Returns and their additional expenses, as well as the non-payment of invoices within the agreed time, will accrue a monthly interest of 1.50%, 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 of the debt 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 other customs duties, payment of taxes and costs in the widest sense will be paid by the customer in cash.

5.7 Liability waiver for differences in currency conversions.

## **6. Reservations**

Any reservations or notes about the status and condition of the goods should 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 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 subject themselves to the jurisdiction and authority of the Mercantile Courts of Barcelona, expressly waiving the right to their own jurisdictions and/or 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 attributable to meteorological conditions.

## **9. Conflicting forms**

In the event that the provisions contained within this contract contradict those set out by the client, these provisions will take precedent 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 business activity of the company. For this reason, they will adhere to its contents and declare that the transport service order that will be carried out by MOLDTRANS does not involve any breach or violation of the aforementioned ethical code. In this sense, they state under their own responsibility that all the goods subject of a transport contract are legal 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, if applicable).