

GENERAL CONDITIONS OF LAND TRANSPORT

1. Applicable law

The contract or contracts will be governed by the CMR Convention of 19th May 1956 (BOE nº 109, of 7th May 1974) and subsequent modifications, the provisions of Law 15/2009 of 11th November, the provisions of the Law on the Organisation of Land Transport 16/1987 and modification, Law 9/2013, Regulation on the Organisation of Land Transport and Order FOM/1882/2012, of 1st August, for general contracting conditions for the transport of goods by road.

2. Contracting parties

The loader, the sender as a customer and any company belonging to Moldtrans group are parties to the contract.

3. Loading and unloading operations:

3.1. The operations for the loading and unloading of goods on board the vehicles will be the responsibility of the loader and the recipient respectively, and they will be the only parties liable for damages derived 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 made explicitly clear that MOLDTRANS SL and/or its drivers and/or carriers do not carry out loading and unloading operations or manage them. Unless otherwise agreed, they are exclusively limited to driving the means of transport. As a result of the above, the loader and/or recipient will be solely liable to MOLDTRANS S.L. for the damages to people and/or goods and/or vehicles and/or any transport material, as well as 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 and brands and other characteristics of the packages delivered by the loader or sender, 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 the container, closed package or other device 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 for each transport (CMF Convention and/or Law 15/2009), unless the value and payment statement of the corresponding extra freight has been expressly agreed.

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

4.3 MOLDTRANS will not be liable for a breach of obligations arising from this contract when caused by totally unforeseeable circumstances, or foreseeable but unavoidable, or due to catastrophic events such as fires, riots, strikes, disturbances, wars, ship, aircraft or motor vehicle accidents, extreme weather conditions, armed conflicts or for any other 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 on 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. However, 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 for 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 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 provided for in the CMR Convention, which will apply in any case.

“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 their 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 for the reservation to be valid, it must be specific and identify the type of damage or loss, the date and signature and stamp of the recipient. The delivery without reservation or with generic accepted reservation, subject to examination, will not be valid, and it will be assumed 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, in particular any 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 customer, these provisions will take precedent over those set out by the customer.

10. Code of conduct

The customer is aware of the existence and content of the MOLDTRANS code of ethics, which governs the business activity of the company. For this reasons, they will adhere to its contents and declare that the transport services order that will be carried out by MOLDTRANS does not involve any type of breach or violation of the aforementioned ethical code. In this sense, they state under their own responsibility that all the goods subject of the 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).