

## **GENERAL TERMS AND CONDITIONS**

### **I. Object**

These General Terms and Conditions apply to the transport services, of documents and parcels, performed by GLS Portugal.

The service provided by GLS Portugal is limited to the collection, transport, customs clearance, when necessary, and delivery of the parcel in the national and international territory.

The hire of GLS Portugal transport services, by the client, infers the unconditionally acceptance, by the Client, of the laid down General Terms and Conditions.

Individually provisions agreed between the Client and GLS Portugal, by written contract celebrated between both parts, which go against the present General Terms and Conditions prevail over these ones.

The present General Terms and Conditions cannot be withdrew or changed by any worker, employee, agent, collaborator, services provider and subcontracted of GLS Portugal.

GLS Portugal is entitled to subcontract, for effects of duties fulfilment assumed in its own name, agents and subcontractors, both embraced by the laid down General Terms and Conditions.

### **II. Transport Conditions**

The Client/Sender is responsible for all expenses and losses resulting from inaccuracy or insufficient information of the transport document and/or shipment electronic information, of the shipment and consignee, provided by him.

In case of discrepancy between the information in paper support and electronic information, the last one will prevail for the processing of transport services by GLS Portugal.

#### **i. Packaging and Content**

The Client shall pack the shipment in a closed box, resistant, content conform, specific to the good transport needs and eventual specific solicitudes of the destination.

GLS Portugal will not be liable for insufficiently packed goods and in this case the Sender will take over the risk.

It is also the responsibility of the Client to provide all papers required for the proper transport under the current legislation, as well as for providing information and correct fulfilling of the transport document and shipment electronic information, when suitable, where will appear the complete information about the kind of shipment to be sent.

The Client will be liable for all damages caused to shipments from third parties or GLS Portugal equipment due to shipments or packages with defects sent by him.

Perishable, temperature controlled or any good which requires in any way particular and careful treatment will be transported if the sender takes over the risk or specifies the special

solicitudes of the good and GLS Portugal agrees in a written form.

The following goods are excluded from transportation by GLS Portugal:

- a) Value of the parcel exceeds € 5.000,00 (five thousand euros), except by expressed authorisation from GLS Portugal;
- b) Constitutes danger for the human or animal life;
- c) Consists in polluting material, or comports the risk to stain or damage other goods transported by GLS Portugal;
- d) When its transport, import or export is forbidden by the current law;
- e) When customs declaration is need and it was not done.

The Client/Sender shall inform GLS Portugal on the correct weight of the good to be transported. GLS Portugal is entitled to ratify any difference of the weight or volume noted.

The Client can request GLS Portugal to verify the weight of the good to be transported as well as the number or content of parcels mentioning in the transportation document the result of the verification

The Client is responsible for the expenses resulting from the verification of the shipment. In case the Client do not requests the mentioned verification, accepts GLS Portugal to proceed to the invoice amount regularization resulting from a possible necessary rectification.

Each Parcel can not have more than a maximum weight of 50 Kg, a length between 10 and 200 cm, a height between 15 and 60 cm and a width between 5 and 80 cm. Parcels exceeding these measures must be object of previous consult.

GLS Portugal is entitled to amend prices when the parcel exceeds the measure restrictions.

Pallet is all the goods sent to the following measures: 100cm x 120cm x 180cm e 250kg. Any pallet whose dimensions are 10% above these measures Must be delivered by dedicated service.

Each shipment will be verified at the Client warehouse. In all cases that the verification does not take part GLS Portugal will not be liable for the shipment.

In case GLS Portugal notices that a specific parcel does not fulfils the restrictions or conditions above mentioned, can refuse the transport of the parcel and, when the irregularity is noted during the transport process, GLS Portugal is entitle to suspend the delivery and hold the parcel. In these cases GLS Portugal is also free to return the parcel to the Client. In case the return will not be possible or it will be too much onerous to GLS Portugal, the parcel will be hold at GLS Portugal warehouse for

a maximum period of 30 days. The Client shall collect the parcel at GLS Portugal as soon as notified. Per each day of collection delay, the Client shall pay, as a compensation, an amount of 5,00 € / parcel.

Exceeded the storage limit it will be assumed that the Client abandoned the parcel for effects of the laid down in the article 1318º from Código Civil. In this case GLS Portugal is moreover entitled to commercialise the goods or to destroy, not losing its right to the previously mentioned compensation.

#### **ii. Customs, exports and imports**

The Client is responsible to submit all papers required for the customs formalities, in accordance to the current law, including the invoice and other necessary documents for customs clearance procedure. The Client is liable for all the submitted papers and for its completion.

The Client accepts GLS Portugal to be considered the consignee of the parcel when the objective is the solely customs clearance of the good. Any cost resulting of the customs authorities action, or fine due to missing necessary paperwork, will be initially debited by GLS Portugal to the Client or Consignee, according to the consignee decision and to this cost will be added a fixed amount, per parcel, for administrative services.

In case the Consignee refuses the payment of this value, the same will be invoiced to the Client, within 7 days, without invalidating the delivery. Taxes from internal community exports will be invoiced by parcel, always to GLS Portugal Client.

#### **III. Inspection Right**

The Client recognizes, when justifiable, particularly, when the same are suspicious, GLS Portugal or any other governmental authority, including customs authorities, to have the right to open and inspect the parcels, without compromising the fact that the Client is the only responsible for the emitted declarations.

#### **IV. Delivery**

The Consignees signature is the proof for the delivery of the shipment.

When GLS Portugal cannot deliver the parcel to the consignee, for any reason not imputable to GLS Portugal it will be automatically booked another delivery.

In case the new delivery will not be done due to Client or Consignees motive it will be sent a note to the Client requesting instructions.

When the new instructions are not possible to execute, or the Client does not answer within 5 days, the shipment will be

returned to the Client and it will be assumed that he took responsibility by the parcel non-delivery.

If the delivery is not done due to a reason imputable to the Client or Consignee, it will be automatically debited to the Client the delivery price as well as the value of the second delivery or return, according to the situation.

Deliveries at PO BOX shall be excluded. The parcels are delivered at the Consignees address given by the Client but not necessarily to the Consignees name provided. When the consignee has a mail receiving station, the goods will be delivered there. The provided prices assume normal unloading conditions at the consignee after considering the kind of good to be delivered. In case there is any anomalous difficulty to perform the delivery, which requires an increase of the effort to GLS Portugal, the price can be adjusted accordingly.

In case of evidence that the parcel has been open or package defect, the Consignee should, in the moment of the parcel reception, make precise and complete notes. If the consignee accepts the parcel without mentioning any note it will be assumed the parcel was in good conditions. All information about delivery of the parcel will be transmitted to the consignee only when he has with him the parcel reference.

#### **V. Insurance and Additional Insurance**

The liability for losses and damage is the purchase price up to an amount of €250,00 (two hundred and fifty euros). Additionally, the Client shall support a cost of 0,50€ (fifty cents) per parcel sent, for a covering until € 500,00 (five hundred euros).

It can be exceptionally agreed between GLS Portugal and the Client the constitution of an additional insurance of 1,5% of the insured shipment. Any written agreement between GLS Portugal and the Client shall prevail to the older one.

#### **VI. Responsibility**

##### **i. GLS Portugal Responsibility**

GLS Portugal is liable for loss or damage suffered by parcels in its custody when those facts are provenly attributed to GLS occurring negligence within the boundaries of the present general terms.

After the communication to the Client that specific damage or loss is assumed as GLS Portugal responsibility, the Client has 15 working days to send a copy of the parcel commercial invoice emitted to his Supplier.

From date of the copy reception, GLS Portugal will credit within 15 days the Client with the shipment value.

GLS Portugal will not accept debit notes sent by the Client.

In the case that the customers has declared the good's value, paying the transport supplement, GLS Portugal, in case of

damage, loss or misplacement of the goods in which there was a proven negligence, will be liable for the losses up to the agreed amounts

In these cases, GLS Portugal will be liable up to the amount of the insurance agreed with the Client.

In case of delivery delays GLS Portugal, will be liable only for the transport value.

GLS Portugal is obliged to demand from the Client/Sender the legal transport document, according to the current law.

#### ii. Limits to GLS Portugal responsibility

The responsibility resulting of the laid down General Terms and Conditions is limited to parcel losses or damages directly resulting from the transport, or delivery delay when are proved to be imputable to GLS Portugal as proven intended malpractice ou guilt.

GLS Portugal will not be liable for any damages that don't present a reason for its negligent behaviour and proven intended faulty conduct.

GLS Portugal is not liable for future losses, indirect losses or missed profits.

A GLS Portugal will not be liable for the parcel or part of the parcel if the same gets lost, not to locate, damage or the delivery is delayed due to superior reasons or omissions from the Client, Consignee or third parties, namely: Incorrect or insufficient delivery address, inaccurate fulfilment of the transport document, an inner and out bad packaging; The content of the parcel constitutes a good described on the II clause that has been accepted by GLS Portugal by mistake or ignorance, own problem of the transported good, war (declared or not), civil war, invasion, enemy acts, terrorism acts, rebellion, revolution, insurrection, military power usurpation, confiscation, nationalisation, requisition, destruction by or under any government or public authority order public or local, strikes, "lock-outs", labour disturbs, tumults and civil commotions, as well as natural disasters; Non time tables fulfilment by airlines, railways maritime or highways companies, omission acts of customs, airlines or airports employees and any other random reason.

GLS Portugal is moreover not liable for loss or damage resulting of the following cases:

- Missing or defect of the packaging from parcels that, because of its nature, are exposed to losses or damages when not correctly packed;
- Maintenance, load, storage or unloading of the shipment by the Client/Sender or by the consignee or by persons whom act under those;
- Insufficient or imperfection of the marks or symbols on the parcels, when suitable.

GLS Portugal is not responsible for possible losses suffered by the Client resulting of the transport and non-delivery of the parcel when these result of the non-fulfilment, by the client, of the laid down obligations.

The client will not be reimbursed of the paid transport expenses when the non service fulfilment results of the non-accomplishment of his obligations.

The Client shall reimburse GLS Portugal for the payment of fines, resulting of inaccuracy or insufficient information laid down on the transport document or equivalent document from the Client, in consequence of authorities inspection.

#### VII. Claims

Claims against GLS Portugal shall be done in written form and in the next 30 days calculated as from either the date of the parcel reception or return to the consignee. If GLS Portugal is not notified on time will not be liable.

To the claim shall be enclosed all elements that prove the damage or loss caused by GLS Portugal (transport document, copy of the invoice...).

#### VIII. COD

The maximum cash amount to be collect permitted by GLS Portugal are € 500 (five hundred euros) and € 4000 (four thousand euros) depending on cash or Cheque. GLS Portugal is not liable for the authenticity of visa cheques in case of delivered shipments to which needs to be collected visa cheques as well as cannot be responsible for fraud or fraud attempt by the consignee.

When the payment is done by Cheque, GLS Portugal it is not liable for:

- Veracity of the emitting entity and emission date; Cheques pre-dated; Letters. Visa Cheques

Cheques emitted by entities different of the consignee Any change to the COD type after GLS Portugal collection will only be valid if justified by written form and expressly accepted by GLS Portugal. The client shall provide is Identification Bank Number "IBN" when intends to be reimbursed by bank transfer, which will be done between 2 to 5 working days after the COD collection. The minimum amount to be reimbursed by bank transfer is € 250 (two hundred and fifty euros) and GLS entitles itself, in case the amount to be transferred is inferior to the mentioned, to do a unique transfer in the end of each month, of the accumulated COD value owned to the client.

#### IX. Price and Payment Conditions

Payment is due until next month after the service been provided, Any delay in the payment will mean the immediate request of the missing amounts, added of interests at the current taxes plus due interests at the legally fixed rate, including any compensation or extra charges demanded to GLS Portugal that overcome from that delay.

In case GLS Portugal has to pay any additional costs (namely, customs costs) in name of the Client or Consignee, the same amount will be added to the price to be charged to the Client and, when owned by the Consignee, will be added to the COD amount to be charged.

In case the owned amounts are not paid, GLS Portugal can hold the parcel until the complete payment or commercialise it to obtain the compensation of debt. In case GLS Portugal decides to commercialise the good, any unpaid debt will remain settled.

The amounts owed who are unsuccessful, win all that are not due.

The payment of transport costs can be imputed to the Consignee and in this case the Client is responsible for the payment of these within 7 (seven) days. In case of monthly invoice, the minimum value applicable by GLS Portugal it is €250 (two hundred and fifty euros) in case of daily collections and €150 (one hundred and fifty euros) for non daily collections. The prices refer to the weight scale where the parcel fits. In each weight scale, the prices refer to the upper limit.

All customers whose invoicing be lower to € 100 (one hundred euros), they should accept explicitly the payment by means of

direct debit after completion of the form in Annex 1 of the present conditions.

#### **X. Withholding right**

GLS Portugal has withholding rights, as mentioned in the article 755º, nº 1, par. a), of the portuguese civil legislation “Código Civil”, on the goods transported as a security over the payment of its overdue credits.

#### **XI. Caducity**

The right to judicially demand the compensation for any damage resulting of GLS Portugal responsibility prescribes in one year calculated either from the delivery date of the parcel or return to the Client/Sender.

#### **XII. Severability**

If any provision of these General Terms and Conditions shall be invalid or enforceable, this shall not affect the validity and enforceability of all other provisions of these General Terms and Conditions.

#### **XIII. Jurisdiction**

These General Terms and Conditions are exclusively governed by the law of the Portuguese Republic as well as any contract which will include the same will re regulated by the Portuguese Law, except if the contract expressly invalids this provision. Exclusive venue for all disputes arising under this agreement shall be Comarca de Mafra.