

GENERAL TERMS AND CONDITIONS OF GENERAL LOGISTICS SYSTEMS SPAIN

- hereinafter referred to as GLS Spain -

1. Definitions

The following definitions will apply to the terms and conditions established in the following transport contract:

Shipper: It is understood that the shipper is the natural or artificial person that ships the parcel.

Consignee: It is understood that the consignee is the natural or artificial person to whom the shipment is sent.

Address: It is understood by address, as a postal address, the identification of the consignees by their name and surname if they are a natural person or by their corporate name if they are an artificial person as well as the address of a home or data by regulation provide for the delivery of shipments in the offices of the public postal network.

Proof of Delivery (POD): Document that contains the details of the delivery of the shipment such as the delivery address, delivery date and time and the signature of the recipient.

Reservation of damages: Comments on the delivery note with the purpose of indicating that the shipment has been received with no apparent damage; however, contents could be damaged (non-apparent damages).

Apparent damage: Damages occurred to the transported goods which have been recognized during its transport in the GLS network or by means of a damage reservation on the proof of delivery.

Non apparent damage: Damages occurred to the transported goods that have not been recognized during its transport in the GLS network or for which the consignee has not made any damage reservations on the proof of delivery.

Delivery Times: It is the period of time in which GLS compromises to deliver the shipment to its destination.

Parcel Shop: Authorized points of delivery and pick up within the GLS network, e.g. shopping centres, petrol stations and shops.

2. Application

These terms apply to all activities performed by **GLS Spain**, in particular the despatch, handling, transshipment, storage and all arrangements needed for the transportation of parcels with the transporters within Spain and those countries which belong to the GLS International network.

3. Acceptance of the Terms and Conditions of GLS

3.1 The delivery of a shipment to GLS signifies the acceptance of the Terms and Conditions of the company.

3.2 The Terms and Conditions of GLS are applicable to any other company whose service is used to pick up, transport and deliver parcels. No employee is authorized to modify or cancelled the mentioned Terms and Conditions.

3.3 The terms and Conditions of GLS are published periodically on the website www.gls-group.eu. The shipper agrees that the version of the Terms and Conditions in effect at the time of shipping will apply to the shipment and its transportation.

4. Acceptance of items for carriage, exclusions

4.1 Parcels with unit weight of up to 50 kg will be accepted. Their girth must not exceed 3 meters and the maximum acceptable individual dimensions are a maximum length of 2 meters, maximum height of 0,6 meters and a maximum width of 0,8 meters.

Calculation of measurements:

2 times the Width + 2 times the Height + 1 time the Length < 3 meters

4.2 The following items will not be accepted: goods which the value exceeds 5.000€ per parcel, goods which are inadequately and/or not packed in standard forms of packaging, perishable goods, mortal remains, living animals, items of high-value such as money, bank notes, lottery tickets, precious metals, jewellery, works of art, telephone cards, pre-paid cards of mobile phones, titles and other documents of monetary value, goods requiring storage at special temperatures, firearms and ammunition, hazardous goods, gases and aerosols. Personal effects, spirits or carnet ATA goods will not be accepted for cross-border carriage either.

4.3 **GLS Spain** accepts no liability for damages or losses of parcels received in contravention of the exclusion listed in Art. 4.2 above, except in cases where **GLS Spain** has issued its express written consent to its carriage.

4.4 Parcels unsuitable for automatic sorting will only be accepted by special agreement.

4.5 It is forbidden to deliver parcels containing goods which are not legal, or those that need special transportation requirements. In these cases the customer would have exclusive responsibility, exonerating GLS from any responsibility.

4.6 GLS is allowed to refuse parcels with deficient packaging, presentation or that could damage the rest of the transported goods.

5. Inspection Rights

GLS or any other government agency, including customs agencies, will be allowed to open and inspect any shipment at any time.

6. Scope of Services Provided

6.1 **GLS Spain** is responsible as a forwarding agent for providing the following transportation services, which will be performed by independent carriers. The customer authorizes GLS to subcontract the entire transportation service following this contract and the terms determined by GLS.

6.1.1 Collection and transportation of the parcels received and their delivery to the consignee's premises.

6.1.2 The delivery of parcels received in the destination depot will be carried out within the working hours according to the destination country standards.

6.2 The delivery takes place at the consignee's normal post receipt point or at the incoming goods department.

6.3 A maximum of two delivery attempts are free of charges.

6.4 Delivery of parcels occurs by obtaining the signature of the consignee or other persons authorized to do so, such persons include, in particular, persons present at the address and neighbours.

6.4.1 In the case of an absence of the consignee (after the first delivery attempt), GLS is entitled to deliver the shipment to an alternative address (neighbour), an alternative person (in the same address or company) or in the nearest Parcel Shop to the delivery address. The consignee will have to pick the shipment up from the specified address on the delivery note, within a determined period of time.

6.5 Proof of delivery will be provided without charge within a normal limit only (5 % of the average daily number of parcels received from a given shipper). **GLS Spain** is entitled to make a reasonable charge for providing any proof of delivery when this limit is exceeded. The customer has up to one years time to request proof of delivery from GLS.

6.6 **GLS Spain** uses electronic methods to obtain proof of delivery in certain cases. The shipper hereby expressly confirms his willingness to accept the digitalised form of the consignee's signature and the reproduction of any such signature as proof of delivery.

6.7 Parcel weights determined by **GLS Spain** can be retrieved from the database by quoting the parcel number.

7. Costs and Additional Expenses

7.1 In the event that one of the extensions under this contract is applied, the agreed prices will be modified applying the Spanish consumer prices index (IPC) for that year. Written notice of price changes due to the IPC will be sufficient for the following month's invoice.

7.2 The shipper will be responsible for the costs and expenses of **GLS Spain**, related to taxes and customs duties born by **GLS Spain** and to claims filed to **GLS Spain** in the case that the goods do not fulfil the restrictions, conditions or declarations mentioned in the above article 4. In relation to customs costs, in the case of **GLS Spain** not being able to obtain the corresponding payment by the consignee, they will be born by the shipper.

7.3 **GLS Spain** will not bear the costs of any loss or damage suffered by the shipper in the case that the goods do not fulfil the restrictions, conditions or declarations mentioned in the above article 2 or in the case that **GLS Spain**

cancels the transport of the shipment which has failed to comply with these Terms and Conditions, the shipper will not have the right to receive the transport costs priority paid to GLS. Moreover, **GLS Spain** reserves the right to charge an extra administration cost to the shipper in the case of a delayed payment or a rejected direct debit.

- 7.4 In the case of the shipper not taking care of a certain payment in virtue of these Terms and Conditions, **GLS Spain** will have the right to withhold a part of the transported goods, until the entire amount is received.

8. Shipper's obligations

- 8.1 Each parcel must bear and/or be accompanied by the duly completed documents approved by **GLS Spain**. The shipper shall be liable for the consequences of any errors in their completion.
- 8.2 The shipper is responsible for ensuring that parcels are properly packed.
- 8.3 The customer guarantees that the data and documentation provided to GLS in order to carry out the transportation are correct and valid.

9. Liability

- 9.1 **GLS Spain** is liable for losses and damages suffered to parcels in its custody up to an amount of CTTM (national shipments) and CMR (international shipments) euro/kilo of the parcel's gross weight. GLS Spain accepts no liability for consequential or extraordinary damage, or for loss of profits (including turnover or earnings, missed profits or markets, loss of image, damages caused by the impossibility to use the contents of the shipments, or the loss of business opportunities).
- 9.2 CMR conditions will apply to the international transport of goods by road and CTTM conditions will apply to the national transport.
- 9.3 The delivery times specified in our enclosures do not take into account weekends or national bank holidays; neither they do include delays caused by customs or any other events not controlled by GLS.

10. Insurance

Standard Insurance*: In the case that the shipper has not contracted any transportation insurance, **GLS Spain** will renounce the responsibility limitation stipulated in art. 9.1 and will consolidate the value of the goods up to a maximum amount of 750 Euros (international) and 520 Euros (national). In this case a declaration of no insurance from the shipper will be required.

In the event that is expressly agreed in writing, any withholding agreed between the sender and the insurer does not constitute to the arguments for a waiver by GLS for Spain.

In the case of a claim from the consignee after the delivery of the parcel (in a maximum period of 7 working days according to CMR conditions), **GLS Spain** will not be liable for the damage if the mention for damage is not shown in the proof of delivery.

In the case of a claim for damages, it will be taken into consideration whether the damages are apparent or non apparent. For the latter, the GLS standard insurance will not apply and the claim will be regulated by the conditions of the CMR / CTTM.

* Only available for the following products: "Business-Parcel / Small Business-Parcel" and "Euro Business-Parcel / Euro Business-Small Parcel". The responsibility limitation for the products "Pick&Ship" and "Pick&Return" is as stipulated in the CTTM conditions (national) and CMR conditions (international).

The customer is informed of the possibility of contracting an Additional Insurance.

11. Lapse of Claims

- 11.1 All claims against **GLS Spain** shall lapse after one year.
- 11.2 Your right to claim against **GLS Spain** for loss or damages will unless a judicial claim has been filed within one year: after the delivery of the shipment, after the date on which the delivery should have been carried out or after the date in which the transportation of the parcel finished. The conditions of the art. 32 of CMR will be applicable to deadlines related to international delivery claims.
- 11.3 In the case that a claim has been filed based on these Terms and Conditions, the customer will not be allowed to withhold the payment of any invoice, not even partially, and will have to proceed with the mentioned payment in the way and times established with GLS.

12. Requirements of written form

The signature of this contract signifies the acceptance of the Terms and Conditions of the company.

Any subsidiary agreements or terms differing from these Standard Terms shall not be valid unless in writing.

13. Law and Jurisdiction

- 13.1 GLS rejects the interpretation by any kind of rejects d of Arbitration of this contract or any causes derived from it.
- 13.2 In the event that any of these clauses are declared invalid or cannot be fulfilled, such declaration shall not affect the remaining clauses of this Transport Contract, which shall remain in effect.
- 13.3 The parties agree the jurisdiction corresponds exclusively to Courts of the city of Barcelona in Spain.
- 13.4 Likewise, the parties agree that this contract is subjected to Spanish laws and legislation.
- 13.5 The customer agrees to assume the costs of the legal defense of GLS and any damages that may prove this claim, in case any third party involved claims against GLS.

14. Contract Limitations

GLS Spain reserves the right to cancel this contract in the case of unfulfilling the payments in the agreed times and terms.

15. Duration

The validity of this contract will be of one year. After this period of time yearly extensions of the contract will apply if GLS has not been informed of your wish to cancel the contract. In this case, the customer shall inform GLS thereof by formal notice and ONE MONTH in advance.

16. Data Protection

The existing data in this contract will be included in a computerized file entitled Customers, with the aim of controlling our customer's shipments and invoicing. The mentioned data will not be disclosed to anyone with the exception of the obligations stipulated by the law in force and the public organizations.

According to the Spanish Organic Law of Data Protection and implementing regulations (LOPD), we ensure that personal data is properly protected, and that you can exercise your right of access, rectification, opposition and / or cancellation, writing to GLS registered office.

17. Annexes

Annex 1: DUA

The customs clearance of those shipments with destination to Non EU countries is carried out in Germany, as the last EU border. According to the law in force in this country it is only necessary to provide an export DUA for those parcels with a declared value in the commercial invoice not higher than 1.000 €.

*If that is not the case, the shipper will be liable for providing such document, unless it has been agreed that **GLS Spain** will do so, which would imply a delay of 24 hours in the agreed transit times.*

In the case that the shipper (customer) requests a DUA for any shipments regardless of its value, it is obligation to inform GLS in writing:

***GLS Spain** will not be responsible for any later claims if the DUA had not been provided and no agreement had been made with **GLS Spain** for them to do so.*

Annex 2: Deliveries to private consignees in Sweden

The consignee will in all cases be notified by a postal card of the place where they will be able to pick the parcel up (Parcel Shop). The consignee will receive the postal card on the same day the parcel is delivered to the Parcel Shop. This rule applies to all parcels of less than 20 kg addressed to private consignees. If the parcel's weight is higher than 20 kg, it will arrive to the delivery depot, the consignee will be notified of its arrival and a delivery in their address will be arranged.

Status as of March 2011

- This translation of the GTC is made for convenience reasons only. For all disputes arising from or in conjunction with the GTC of GLS Spain, only the text of the corresponding Spanish version of the GTC of GLS Spain shall be legally binding. -