

## 1.-Definitions

**"Customer"**: Customer means and includes the shipper, the receiver, the sender, the consignee of the cargo, the holder of the Carriage document or bill of lading, the owner of the goods and any other person entitled to hold possession of the goods or receive them, the agent or representative of any of the aforementioned persons acting on their behalf and/or with their intermediation, including but not limited to logistics operators and carriers that may be involved in successive and multimodal transports.

**"Carrier"**: means the Company FORDE REEDEREI SEETOURISTIK IBERIA S.L.U., hereinafter FRS IBERIA, which performs the transport by sea with its ships, whether owned, leased or chartered, in any operating and/or management form.

**"Roll-on/Roll-off"** means any type of self-propelled or non-propelled vehicle, including articulated vehicles, haulage cabs, trailers or semi-trailers, of whatever type.

**"Goods"**: Wheeled cargo or loading unit, self-propelled or not, whether full or empty.

**"Loading units"**: Each of the loaded vehicles, whether self-propelled or not, including but not limited to cars, buses, lorries, two-wheeled or similar vehicles, semi-trailers, trailers, MAFIs, RTAs with or without containers, and in general any other similar vehicle or unit capable of embarking on its axles on board the ship shall be understood as such.

**"Servant"** means any natural or legal person employed by, or on behalf of the Carrier, or whose services or equipment have been used to perform this contract either through a direct contract with the Carrier or not, including but not limited to the shipowners, Directors, managers, shippers and operators of ships (other than the Carrier); actual carriers; dockers and terminal operators; and any servant, employee, agent or subcontractor (including its own subcontractors) of the Carrier or any of its servants as defined.

## 2.-Notification

Notification of the arrival of the goods at destination to the person specified

under the section "notification address" is intended to facilitate the Carrier's unloading operations. The issuance of this notice does not constitute any obligation on the Carrier and the absence thereof shall not entail any liability for the Carrier nor shall it release the Merchant from any of its obligations arising from this carriage document.

## 3.-Liability of the Carrier between the port of loading and the port of unloading.

(a) The regime of liability of the carrier under this Carriage document will be regulated by Law 14/2014, of 24 July, on maritime navigation, by the International Convention for the Unification of Certain Rules on Bills of Lading, signed in Brussels on 25 August 1924 and the protocols that modify it to which Spain is a party.

In no event shall the Carrier be liable for loss of or damage to goods occurring before loading or after unloading from the ship, or in relation to goods loaded on deck and with live animals.

(b) If the Carrier is held liable for delay, the Carrier's liability shall be limited to an amount equal to two and a half times the freight payable for the goods affected by such delay, but shall never exceed the total amount of freight payable under this Carriage document.

(c) The overall liability of the Carrier under this contract and/or any of its employees, dependents, agents or subcontractors shall under no circumstances exceed the limits of liability for total loss of the goods in accordance with paragraph (a) above.

## 4.-Applicable law and jurisdiction.

The parties expressly agree that the law applicable to this contract of carriage or transport document shall be Spanish Law. All disputes resulting from the interpretation of the contract, its validity, application or performance, as well as any discrepancy with respect to it will be submitted to the Courts and Tribunals of the place where the Carrier has its registered office, that is, the Courts of Algeciras (Spain). For the purposes of notifications, the parties agree as the address of notifications the one indicated in this transport document.

## 5.- Scope of transport.

The carrier is free to carry out the transport following the route and itinerary it deems appropriate, unless otherwise agreed. Such route need not be limited to the direct route between the ports of loading and unloading, and the carrier may modify that route to include or eliminate intermediate stops or stopovers, and the carrier may deviate from its route to save or attempt to save human life or property at sea, load or unload other cargoes, perform bunkering or other operations related to the cargo, maintenance of the ship and to the crew, the carrier not being liable for any loss or damage resulting therefrom.

## 6.- Replacement of the ship.

The Carrier is free to transport the goods to the port of unloading either on the ship specified in this transport document, on another ship or ships owned by it or on any other ship under its management or charter; or by any other means of transport, with direct or indirect destination the said port of unloading.

## 7.- Transhipment.

The Carrier shall be free to tranship the goods, unload and store them, on land or on board another ship, re-embark them and transfer them to the port of unload.

## 8.- Responsibility for the phases before and after maritime transport.

In the event that the Carrier organizes the pre-carriage of the goods by sea from a place other than the berthing area of the ship at the port of loading or from the unloading of the goods to a place other than the berthing area of the ship at the port of unloading, the Carrier shall contract with third parties at the Customer's own expense and risk, acting exclusively as the Customer's agent. The Carrier shall not be liable for any loss, damage or loss of value that occurs to the goods during such carriage prior to and/or after carriage by sea between the ports of loading and unloading, even if the fee that arises for such carriage has been charged by the Carrier.

## 9.- Loading and unloading.

(a) Both the loading and unloading of the goods or loading units, whether full or empty, shall be arranged by the Carrier or its Agent.

(b) The cargo units must be made available to the Carrier, in the port area specified by the Carrier, for loading and subsequent stowage on board the ship at least forty minutes (40') before the ship's scheduled time of departure.

When the port of loading is the Port of Tangier Med, the loading units must be made available to the Carrier for the start of loading operations at least forty minutes (40') prior to the scheduled time for the departure of the ship in the berthing area of the said Port, and in no case, in the scanning area of the aforementioned Port of Tangier Med.

(c) The Customer will take charge and take care of the loading units, at their own risk, before loading and after unloading the ship, the Customer bearing sole responsibility for the proper stowage of the goods inside the loading units without the Carrier being responsible for an incorrect stowage, lashing or lay-out of the goods within said loading units. To this end, the Customer declares it is aware of and accepts the risks of maritime transport. The Carrier embarks the cargo units on the "STC" basis (SAID TO CONTAIN) and therefore neither sees the goods nor counts the packages nor is responsible for their stowage for sea transport.

(d) Loading and unloading will begin without prior notice.

(e) The Customer or its Agent shall make the loading units available for shipment in accordance with the times set out in paragraph (b) and as soon as the ship can load and as quickly as the ship can receive them, including, if the Carrier so requests, the performance of overtime, whether it is usual in port or not. If the Customer does not make the loading units available to the Carrier in a timely manner when the ship is ready to load, or does not carry out the loading as quickly as the ship can, the ship may leave the port without prior notice, with the Customer being liable to the Carrier for dead freight, costs and overtime incurred, losses, expenses and costs incurred by the Carrier.

(f) The Customer shall take charge of the cargo unit as quickly as the vessel can unload. If, when the time comes, the Customer does not take charge of the cargo units when required by the Carrier, the Carrier shall be deemed to have complied with the contract of carriage between the two parties as soon as the unloading of the cargo unit(s) covered by this contract of carriage is completed. In the event that the Customer should remove the unit(s) of cargo from the vessel and fail to do so, it shall be the Carrier's responsibility to proceed with the unloading at the Customer's own risk. If the cargo unit(s) are not removed within a reasonable period, the Carrier may request the deposit and sale thereof. including the goods contained therein in accordance with Spanish law. If the Customer does not take charge of the cargo unit(s) as quickly as the ship can unload, or does not remove them at the port of destination within a reasonable period, the Customer shall be liable to the Carrier for any overtime costs, losses, costs and expenses, whatever their nature, incurred by the Carrier, including the legal costs and of the destruction of the goods, if applicable.

**10.- Freight, prices, costs, expenses, duties, taxes and fines.**

(a) Freight, whether paid or not, shall be considered to be fully earned and due to the Carrier and shall not be refunded under any circumstances. Likewise, and to the extent that nothing else is determined, the freight and other items under this contract shall be paid by the Customer to the Carrier at the latter's first request and in any case and unless explicitly agreed, within 30 days of the issued invoice's date, by SEPA B2B Direct Debit.

In the event that the Customer does not pay the due amount within the period agreed between the parties or at first request, as appropriate, it will be charged interest for arrears from the thirtieth (30) day from the date of invoice equal to the legal interest of the money plus two (2) points, daily, applicable to the rest of expenses incurred by the Carrier in any case.

The quotation of the price of the freight shall be sent to the Customer, and the offer shall be maintained until it is confirmed or rejected, in the same email sent by the Carrier.

For the purposes mentioned above, the Customer, the agent and, in the end, any of the parties involved and operators identified by the Carrier in the negotiations and in the contract that is supported by this document, shall be considered jointly and severally bound to pay.

(b) Once the goods are loaded and the carriage of the goods has started, the Customer may not unload the unit(s) of cargo at a place other than the port of unloading within the ship's itinerary.

(c) The Customer shall be responsible for all costs and expenses of any extra handling of the cargo units covered by this contract.

(d) The Customer shall be liable for any debt, duties, taxes and charges that on any basis may be drawn or charged in the course of this carriage, including those relating to freight.

(e) The Customer shall be liable for all fines, sanctions, costs, expenses and losses that the Carrier, ship or cargo may incur as a result of its failure to comply with customs or import or export regulations and in general, with the applicable regulations in the port of origin and/or destination.

(f) In the event of an incorrect declaration of the content, weight, measures or value of the goods, the Carrier is entitled to claim twice the amount of freight that would have been due if such a declaration had been made correctly. For the purpose of verifying the true information, the Carrier has the right to obtain from the Customer as much documentation as is necessary and to accompany the transport and to verify by means of the pertinent checks the cargo and its contents, weight, measure or value. In any case, the Customer shall be responsible for all consequences arising from this fact.

(g) It is the Customer's responsibility to deliver the necessary documentation for the transport of the goods.

(h) The Customer is obliged to clear the goods from Customs with due diligence, and to indemnify the Carrier

for any delays that may occur as a result of the delay in complying with the corresponding customs formalities. Furthermore, the Customer shall bear sole responsibility for any damage and faults that occur in the merchandise as a result of said delay.

(i) The driver of the cargo unit(s) may not remain in the hold of the ship, much less in the cabins of the cargo units, use instruments or handle flammable material, and shall scrupulously observe safety regulations and follow with particular attention the orders and instructions given by the ship's crew and shore staff, the Customer bearing civil liability in any case for damage that may be caused by the non-observance or breach of the Carrier's orders and instructions, or the instructions of the crew of the ship or the shore staff.

#### **11.- Cargo deposit.**

In accordance with the provisions of articles 228 and 512, et seq and provisions consistent therewith, of Law 14/2014 of July 24, on Maritime Navigation and consistent regulations, the Carrier has the right to request the deposit and sale of the goods transported in cases in which the Customer does not pay the freight and/or its related expenses, including empty freight, delays and/or stoppages and/or detentions due, or does not appear to collect the goods transported, as well as when the transport cannot be concluded due to a fortuitous circumstance occurring during the trip, which made it impossible, illegal or prohibited to continue.

#### **12.- General Average and Rescue.**

General Average shall be regulated, declared and settled in accordance with the York and Antwerp Rules of 1974, as amended in 1994, or by their subsequent revisions or modifications, in force at the place of settlement of the Average, in respect of all goods, whether loaded under or on deck. In the event of an accident, danger, damage or disaster, of whatever nature, before or after the start of the trip, due to negligence or not, and for which or for the consequences for which the Carrier is not liable in accordance with the law,

contract or in any other way, the Customer shall contribute to the settlement of the General Average by proceeding to the payment of any sacrifice, loss or expenses that are classifiable as an act or damage of General Average and that have been caused or incurred, paying in addition the rescue and the expenses, special or not, that have been incurred in relation to its goods. If a rescuing ship is owned or operated by the Carrier, the rescue shall be paid as if the ship were owned by third parties. In use of the power granted by article 352 and consistent provisions of the Maritime Navigation Act, it is agreed that the assessment, settlement and distribution of the damages that the ship and/or the cargo may suffer during the trip will be effected privately and out of court in London (United Kingdom), through the designation by the Carrier or shipowner (in the case that it is not the Carrier) of the corresponding liquidator, whatever the ports of embarkation and destination of the cargo, the interested parties waiving recourse to the procedure set forth in articles 506 to 511 of the Maritime Navigation Law, any such liquidation shall be binding on the parties and enforceable. In order to guarantee the effectiveness of the contribution to the general average, the Customer shall deposit or guarantee the amount that the liquidator of the General Average deems it may be entitled to in the settlement of the General Average.

#### **13.- Both to blame collision clause.**

If the ship comes into collision or contact with another ship as a result of the negligence of the other ship and any action, negligence or failure of the Master, Officer, Seaman, Pilot or employees of the Carrier in the navigation or management of the ship, the owners of the cargo carried under this contract shall indemnify the Carrier for any loss or liability to the other non-carrier ship or its owner to the extent that such loss or liability represents loss of or damage to, or any claim by the owners of such goods, paid or payable by the other non-carrier ship or its owner to the owners of such goods and has been set off, reimbursed or recovered by

the other non-carrier ship or its owner as part of its claim against the carrier or carrier. The above provision shall also apply when the owners, operators or those in charge of any ship, ships or object other than, or in addition to, colliding vessels or objects, are at fault with respect to collision or contact.

#### **14.- Orders of Governments, War, Epidemics, Strikes, etc.**

(a) The master and the Carrier shall be free to comply with any orders, instructions or recommendations given in connection with the carriage subject to this contract by any competent Government, Authority or Administration, whether national or supranational, or any acting on behalf of such Government or Authority or Administration, or which under the terms of the ship's insurance contract is entitled to give such orders, instructions or recommendations.

(b) If the performance of the transport were to expose the ship or any of the cargoes on board to the risk of arrest, sanction or detention, damage or delay, as a result of war, military operations, blockade, disturbances, civil unrest or piracy, popular revolts or to the risk of loss of life or liberty to any person on board, or if any of these risks are increased, the master may unload the cargo at the port of loading or at any other safe and accessible port.

(c) If epidemics, quarantine, ice, extraordinary weather conditions, labour disputes, strikes, lockouts or stoppages (on board or off the ship) occur, difficulties in loading or unloading at both the port of loading and unloading which prevent the ship from leaving the port of loading or from reaching or entering or unloading at the port of unloading in the usual manner or leaving it, all safely and without unreasonable delays, the master can unload the cargo at the port of loading or at any other safe and accessible port.

(d) Should the unloading of the goods, when the circumstances referred to in this clause arise, the Carrier shall be deemed to have fulfilled all of its obligations to the Customer under this contract of carriage.

(e) If any extra expenses in relation to the exercise of any rights under this clause are incurred, they shall be paid by the Customer in addition to the freight, together with the return freight, if any, and with reasonable compensation for the extraordinary services rendered by the Carrier to the goods.

**15.- Defences and limits of liability for the Carrier, its employees, agents and subcontractors. "Himalaya Clause of BIMCO/International Group of P&I".**

(b) It is expressly agreed that no servant or agent of the Carrier shall under any circumstances be liable to the Customer or any other party to this agreement (hereinafter "the Customer") for any loss, damage or delay of any nature that occurs or results directly or indirectly from any act, carelessness or fault of the servant during the course of or in connection with the performance of this contract.

(c) Without prejudice to all articles contained in this clause, any exemption from liability, limitation, condition and liberality contained herein (other than those of Article III, rule 8 of the Hague-Visby Rules which have been incorporated by the law applicable to the contract) and any rights, defences and immunity of any nature applicable to the Carrier or owned by the Carrier, including the right to submit any controversy or matter to the Jurisdiction agreed to in this agreement, shall also apply and be extended to protect each of the servants and agents acting in the exercise of their functions.

(d) I.- The Customer undertakes not to make any claim arising from this contract, warranty, extra-contractual liability or in any other way against any servant or agent of the Carrier and by whom any type of liability is imposed or attempted to be imposed on them, whatever its nature, on the basis of this contract and that arises or does not arise from any type of liability of said servants. Servants are expressly entitled to invoke this clause against the Customer;

II.- The Customer undertakes to indemnify the Carrier for any and all damage caused in the event that any

claim is filed against the servants and agents of the Carrier.

(e) For the purposes of the foregoing provisions of this Clause, the Carrier is or shall be deemed to be considered an agent, representative or acting on behalf of or for the benefit of all persons who may from time to time be its employees or agents, all are considered as parties to this contract of carriage.

**16.- New Jason Clause.**

In the event of an accident, hazard or disaster before or after the start of the journey, whatever the cause, whether due to negligence or not, for which, or for the consequences of which, the carrier is not liable, whether by law, contract or otherwise, the goods, shippers, receivers or owners of the goods shall contribute to the Carrier and/or shipowner in the general average for the payment of any sacrifices, losses or general average expenses that may have been made or incurred and shall pay for the rescue and special charges incurred in respect of the goods. If the rescue ship is owned or operated by the carrier, the rescue is paid in full as if the rescue ship were owned by third parties. The goods, shippers, receivers or owners of the goods shall pay before delivery the deposit that the carrier and/or shipowner, or its agents, deem sufficient to cover the estimated contribution of the goods and any other special costs of rescue.

**17.- Stowage in the cargo units.**

1.- The Customer knows the risks of maritime transport. The Carrier shall not be liable for any loss or damage caused to the cargo units and/or their contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by:

(i) negligent loading, filling, stowage and/or lashing of the contents of the cargo unit;

(ii) poor stowage, packaging and/or lashing of the goods within the cargo unit;

(ii) the contents are inappropriate to be transported in the cargo unit in question; and/or

(iii) the inadequacy or defective condition or fault, of whatever nature, of the loaded cargo unit.

2.- The Carrier will not accept responsibility for damages due to inadequacy, defective condition or breakdown of the refrigeration equipment or the semi-trailers or trailers supplied by the Customer, nor those that could have been avoided if the Customer provided itself with suitable human or technical resources.

**18.- Transport of Dangerous Goods.**

1. Dangerous goods may not be shipped without prior declaration of their nature to the Carrier and without the latter's express and prior consent for their transport, and must in any case be marked and labelled by the Shipper in accordance with the rules in force for each class of these goods.

2. If the Customer embarks dangerous goods in breach of the provisions of the previous section, it shall be liable to the Carrier and to the other shippers and/or customers for all damages caused; in addition, such goods may at any time be landed, destroyed or rendered harmless as the circumstances require, without entitlement to compensation.

3. Even in the case of correctly declared shipment of dangerous goods, they may be disembarked, destroyed or rendered harmless if they constitute a real danger to persons or things, without the right to compensation, unless the Carrier is responsible for such a situation of danger, or where its payment in general average is appropriate.

**19.- Sanctions imposed by the United Nations, the European Union, the United States and/or any other supranational body or international organisation.**

The Customer warrants to the Carrier as well as to its employees and/or dependants and/or agents and/or subcontractors and/or servants as defined in clause 1 of this contract, that at the date of issuance of this carriage document and during the duration of the journey covered hereby, neither the Customer nor its employees and/or dependants and/or agents and/or subcontractors and/or servants nor their goods have been subject to sanction, prohibition, restriction that prohibits or prevents them from performing this maritime

transport. In the event that the Customer breaches this warranty or the Carrier becomes aware of such breach, the Carrier shall comply with any orders or directives issued by the competent bodies and/or Authorities to enforce the penalties imposed including the Authorities of the country of the flag of the carrier. In the absence of such orders, guidelines, laws or regulations, the Carrier may, at its discretion, terminate and void this contract or, if the cargo is on board the ship, proceed to any safe port of its choice to unload the goods, in whole or in part. If this is the case, such arrival will not be considered as a deviation or as a breach of the obligations arising from this contract. The Customer shall be liable and shall indemnify the Carrier for any claims, losses, damages, costs or fines it may suffer due to or in connection with its failure to comply with the provisions of this clause.

**20.- Acceptance of these General Conditions by the Customer.**

The Customer declares it is fully aware of and agrees with the terms and conditions of these General Conditions, which are also available at the Carrier's headquarters and on its website.