



GENERAL LOGISTICS CONDITIONS 2026

SPAIN

("GLC")

Conditions

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1. Definitions

For the purposes of these Conditions, the terms listed below shall have the following meaning:

- 1.1. **Warehousing Services:** all logistics activities, which may include (but are not necessarily limited to) unloading, receipt, storage/deposit, stock management, reconditioning (including renewal services), labelling, order composition/pick & pack, preparation for shipping, returns handling, discharge, loading, stowage, information exchange and information management.
- 1.2. **Warehouse:** the space(s) where the Warehousing Services are carried out.
- 1.3. **Contractor:** the party that enters into the Contract(s) with the Client and on whose behalf the Warehousing Services are performed.
- 1.4. **Auxiliary Persons:** all persons - other than the employees / subordinates of the Contractor - which the latter uses for the performance of the Warehousing Services. For the avoidance of doubt, any company within the same group as the Contractor may be deemed an Auxiliary Person.
- 1.5. **Client:** the party that entrusts the performance of Warehousing Services to the Contractor and with whom the latter enters into the Contract.
- 1.6. **Contract:** the contract entered into between the Contractor and the Client regarding the Warehousing Services to be performed by the former, of which these Conditions form part.
- 1.7. **Conditions:** these general terms and conditions for logistics services applicable to the Contract(s) entered into between the Contractor and the Client.
- 1.8. **General Transport Conditions (GTC):** the conditions applicable to the relationship between the parties in case the Contractor has agreed to arrange transport or provide tax or customs activities.
- 1.9. **Business Days:** all days, with the exception of Saturdays, Sundays and official public holidays recognised in the country or region where the Warehousing Services are to be performed.
- 1.10. **Goods:** the products of the Client with regard to which the Contractor provides Services.
- 1.11. **Receipt:** the act by which the Client or the carrier (as the case may be), with the express or tacit approval of the Contractor or its Auxiliary Persons, transfers control of the Goods to them.
- 1.12. **Delivery:** the act by which the Contractor, with the express or tacit approval of the Client or its representative or a competent authority, transfers control of the Goods and allows the consignee or the carrier as may be the case to exercise control over them.
- 1.13. **Stock Discrepancies:** unexplained differences between the physical stock and the stock records of the Contractor, unless proven otherwise by the Client.

Other capitalized terms used herein, but not expressly defined under these Conditions, shall have their respective meanings ascribed to them in the Bare Contract.

2. Scope of Application

2.1. General.

These Conditions govern all offers, contracts, legal and factual acts relating to the Warehousing Services to be performed, to the extent that they are not subject to mandatory rules. Any conflicting conditions or rules of the Client shall not apply unless expressly accepted in writing by the Contractor. These Conditions shall apply to the relationship between the parties even after the termination of the Contract.

2.2. Subordinates / Auxiliary Persons.

The Contractor is entitled to engage Auxiliary Persons to perform the Warehousing Services, unless otherwise agreed with the Client. Subordinates or Auxiliary Persons who are liable in connection with the performance of activities on behalf of the Contractor may invoke all conditions excluding or limiting liability provided for in these Conditions.

2.3. Transport.

If the Contractor has agreed to arrange transport, the relationship between the parties shall be subject to the provisions of the GTC annexed to the Contract

2.4. Customs and tax services.

If the Contractor assumes the obligation to carry out tax or customs formalities (including formalities related to storage in a customs warehouse) and/or related to tax representation, the relationship between the parties shall be governed by the provisions of the GTC.

3. Obligations of the Contractor

The Contractor shall be obliged to:

- 3.1. receive, directly or indirectly, the agreed Goods at the agreed place, time and in the agreed manner, provided that they are properly packed, accompanied by the required documentation and have been made available to the Contractor or its Auxiliary Persons;
- 3.2. assume responsibility for loading, stowage and unloading operations at the Warehouse, as well as for the Receipt and Delivery of the Goods, unless these, in the opinion of the Contractor or its Auxiliary Persons, constitute such a danger or detriment that they cannot reasonably be required to carry them out;
- 3.3. carry out the Warehousing Services relating to the Goods at the Warehouse agreed with the Client.
 - a. if no specific Warehouse has been agreed, the Contractor shall be free to choose one of them and to move the Goods between them;

- b. if a specific Warehouse has been agreed, the Contractor shall be entitled to move the Goods, in consultation with the Client, if this is convenient for the proper business operation and/or the correct performance of the Warehousing Services. The Client may not refuse its consent to the transfer of the Goods if the new spaces are similar or better.

The movement of the Goods referred to in this Condition 3.3 shall be for the account of the Contractor, unless such movement is required:

- a. in the interest of the Client or at its instructions and/or;
- b. as a consequence of circumstances for which the Contractor is not responsible and/or;
- c. as a consequence of circumstances which reasonably ought not to be at the risk and/or for the account of the Contractor and/or;
- d. as a consequence of regulations and/or instructions of the competent authorities.

The transport related to the movement of the Goods shall be carried out subject to the GTC.

- 3.4. take all measures, including those not directly deriving from the Contract, to safeguard the interests of the Client and its Goods. The Contractor shall, if possible, consult with the Client in advance. If prior consultation is not possible in due time, the Contractor shall take such measures as it deems appropriate in the interest of the Client and shall inform the Client thereof;
- 3.5. insure its liability arising from the Contract under customary insurance conditions and provide the Client, upon request, with a copy of the insurance certificate;
- 3.6. unless otherwise agreed, allow the Client and, at its own risk, the persons designated by it, access during office hours on Business Days to the places where the Goods are located, provided that:
 - a. the request for access is made with due notice;
 - b. the Client accepts supervision by the Contractor;
 - c. the inspection is carried out in accordance with the internal rules of the Contractor;
 - d. the information obtained by the Client during the inspection on other Goods present in the space(s) is not shared with third parties. Any costs associated with the inspection shall be borne by the Client.
- 3.7. perform additional work in consultation with and under the instructions of the Client, if such work is reasonably required of the Contractor;
- 3.8. notify the Client in writing as soon as possible of any damage to or shortages of the received Goods and request instructions for taking the necessary measures;
- 3.9. ensure the suitability and fitness of the materials used in its operations;
- 3.10. deliver the Goods in the same condition as they were received or, as the case may be, in the agreed condition;
- 3.11. maintain confidentiality towards third parties with respect to all facts and information obtained exclusively in the performance of the Contract, except for information that must be provided by law to competent authorities and the exchange of information with third parties in the ordinary course of business.

4. Consequences of non-compliance with obligations by the Contractor

If the Contractor culpably and persistently fails to comply with one or more of its obligations referred to in Condition 3, the Client may, without prejudice to its right to compensation for damages in accordance with Condition 5, terminate the Contract, in whole or in part, with immediate effect, after:

- a. sending the Contractor a registered letter setting out the reasons for the non-compliance and granting a minimum period of 30 days for compliance; and
- b. the Contractor has not fulfilled its obligations by the end of said period.

The Client shall not have this right if the non-compliance, due to its special nature or minor importance, does not justify the termination of the Contract or its consequences.

5. Liability of the Contractor

- 5.1. Except in cases of Force Majeure and without prejudice to the provisions of these Conditions, the Contractor shall be liable for damage to and/or loss of the Goods occurring during the period between Receipt and Delivery. The Contractor shall not be liable for damages resulting from the Client's failure to comply with any obligation incumbent upon it under the Contract(s) and the conditions applicable thereto.

- 5.2. With regard to other Warehousing Services, the liability of the Contractor for damage to or loss of the Goods is limited to 8.33 SDR per kilogram of gross weight of the damaged or lost Goods, with a maximum of 100,000 SDR per event or series of events with the same cause.

The compensation to be paid by the Contractor for damage to or loss of the Goods shall in no event exceed the value of the Goods duly evidenced by the Client. In the absence of such evidence, the value shall be based on the usual market price of Goods of the same nature and quality applicable at the time and place of Receipt.

- 5.3. Without prejudice to the provisions of section 7 of this Condition 5, the liability of the Contractor for any reason other than damage to and/or loss of the Goods is limited to 10,000 SDR per event or series of events with the same cause.

- 5.4. Stock Discrepancies must be reflected by a physical stock count, which must be carried out at the Client's expense, at least once a year and at the end of the Contract. Shortages and surpluses will be offset against each other.

The Contractor shall only be liable for Stock Discrepancies if and to the extent that, taking into account the calculation method used in the count, the shortage is greater than the surpluses by at least 1% of the number of Goods handled annually under the Contract. The Contractor shall notify the Client, as soon as possible, of any change in its stock administration that does not result from the Receipt and Delivery of Goods. It is expressly agreed that these Conditions also govern the liability of the Contractor for Stock Discrepancies, including the limitations of liability provided for in section 3 of this Condition 5.

- 5.5. The Contractor accepts no liability for loss of profit, immaterial loss, consequential damages, loss of market or image, nor for any claim for such reasons or related thereto, unless mandatory law provides otherwise.
- 5.6. The Contractor may not rely on the limitations of liability set out in this Condition 5 in the event of wilful misconduct or gross negligence on the part of the Contractor itself, with awareness that the damage would probably result.
- 5.7. If the Contractor is held liable outside the Contract by the Client for losses arising from the performance of the Warehousing Services, its liability shall not exceed that stipulated in the Contract.
- 5.8. If the Contractor can raise any defence arising from the Contract in respect of its liability to the Client for an act of its Auxiliary Persons or subordinates, said Auxiliary Persons or subordinates, if held liable by the Client for such act, may also invoke this defence as if they were a party to the Contract.
- 5.9. If the Contractor is held liable in tort by a third party who is not a party to the Contract for damage to or loss of the Goods, or for delay in delivery, its liability shall not exceed that stipulated in the Contract.

6. Obligations of the Client

The Client shall be obliged to:

- 6.1. promptly provide the Contractor with the information and documentation relating to the Goods and their handling which it knows or ought to know is relevant to the Contractor, unless it can prove that the latter possesses or should possess such information. The Client guarantees the accuracy of the information provided and that the instructions and the Goods supplied comply with the laws and regulations in force;
- 6.2. promptly provide the Contractor with all information and documentation required by it to comply with such regulations, if the Goods and/or activities are subject to government regulations, including customs, excise and tax rules;

The supply to the Contractor of the information and/or documentation required for carrying out the formalities provided for in the aforementioned regulations implies a corresponding instruction to that effect. The Contractor reserves the right at all times to execute or not to execute such instruction.

- 6.3. make available, at the agreed place, time and manner, duly packaged, the agreed Goods to the Contractor or its Auxiliary Persons, accompanied by a road consignment note (where applicable) and any other agreed and/or legally required documents;
- 6.4. assume responsibility for the loading, stowage and unloading operations of the Goods, unless Condition 3, section 2 applies or the parties have agreed otherwise;
- 6.5. indemnify the Contractor and its subordinates and/or Auxiliary Persons, upon first request, against third-party claims, whether contractual or non-contractual, for any damages or economic losses related in any way to the performance of this or other Contracts and the applicable Conditions, including claims based on product liability and/or intellectual property rights;

- 6.6. be liable for the Goods and equipment it makes available to the Contractor or its Auxiliary Persons;
- 6.7. promptly pay, in addition to the agreed remuneration, any other costs arising from this or other Contracts and the applicable Conditions;
- 6.8. promptly pay the costs of inspections, subsequent work, remediation and waste disposal arising from the performance of this or other Contracts and the applicable Conditions;
- 6.9. upon termination of the Contract, receive the Goods in the possession of the Contractor or its Auxiliary Persons no later than the last Business Day prior to the final date of the Contract and remove them, after satisfaction of all amounts owed to the Contractor and any amounts of which there is knowledge of the obligation to pay at that time. Alternatively, the Client may provide a guarantee, in favour of the Contractor, for all amounts it may owe after termination of the Contract, to the extent that they are known and/or reasonably estimable by the Contractor;
- 6.10. maintain confidentiality towards third parties regarding all facts and information obtained exclusively in the performance of the Contract, except for information that must be provided by law to competent authorities and the exchange of information with third parties in the ordinary course of business;
- 6.11. immediately receive and/or remove the Goods if, in the opinion of the Contractor, they constitute such a danger or detriment that it cannot be required to keep them in storage any longer. As an exception to the provisions of Condition 3, section 2, the delivery and loading of the Goods shall take place for the account or on the instruction of the Client and at its risk and expense.

7. Consequences of non-compliance with obligations by the Client

- 7.1. If the Client culpably and persistently fails to perform one or more of its obligations set out in sections 1 to 11 of Condition 6, the Contractor may, without prejudice to its right to claim the corresponding compensation for damages, terminate the Contract in whole or in part with immediate effect, after granting the Client, by registered letter, a final period of at least 14 days for performance. If the latter has not complied within this period, the Contractor may terminate the Contract. If, however, the granting of such a final period would cause disproportionate prejudice to its operational interests, the Contractor may terminate the Contract without granting such a period.
- 7.2. The Contractor shall be entitled to suspend the performance of its obligations if the Client fails to perform one or more of its obligations set out in sections 1 to 8 of Condition 6. This right of suspension may also be invoked against the Client's creditors.
- 7.3. If the Client fails to comply with the obligations set out in sections 9 and 11 of Condition 6, the Contractor shall be entitled to:
 - a. move the Goods to other spaces at the Client's risk and expense;
 - b. request before the competent judicial body or the Transport Arbitration Board ("*Junta Arbitral de Transporte*") the disposal of the Goods, without waiting for instructions from the Client, if justified by their perishable nature or the condition in which they are found or if the storage costs are excessive in relation to their value. Where such circumstances do not exist, the

- Logistics Services Provider may request the disposal of the Goods if within a reasonable period it has not received instructions from the Client to the contrary; and / or,
- c. abandon or destroy the Goods if it is likely that the costs of the sale of the Goods will exceed the proceeds thereof or if, despite a reasonable attempt by the Contractor, a buyer cannot be found, in which case the costs of abandonment or destruction shall be for the account of the Client.

8. Liability of the Client

- 8.1. The Client shall be liable for all damage caused to the Warehouse and/or to the property of the Contractor, its Auxiliary Persons, its subordinates and its other Clients, as well as for personal injury caused by the Client, its Goods - including their packaging -, its Auxiliary Persons, subordinates and any other persons acting under its instructions.
- 8.2. The Client shall be liable to the Contractor for any damage or loss caused, including fines, interest, penalties and forfeitures, including the consequences of not clearing (in due time) customs documents, arising, among others, from the inaccuracy, negligence or incompleteness of the instructions and information and/or documentation provided by the Client, the failure to make the Goods available (in due time) at the agreed place, time and manner, as well as the failure to deliver (in due time) the relevant documents and/or instructions.
- 8.3. The Client shall be liable to the Contractor for any losses arising from the breach of its obligations under this or other Contracts and the applicable Conditions.

9. Termination

- 9.1. A Party may terminate the Contract with immediate effect by written notice at any time if:
 - a) the other Party enters into bankruptcy, suspension of payment or liquidation, whether compulsory or voluntary, or has a receiver appointed over all or part of its assets;
 - b) the other Party commits a material breach of any of its material obligations pursuant to this Contract and if such breach, capable of remedy, has failed to be remedied within 28 days of written notice being given specifying the nature of the breach and requesting remedy;
 - c) the other Party becomes insolvent or admits its inability to pay debts generally; or,
 - d) the other Party, partially or totally, loses power over its assets.

10. Statute of Limitations

- 10.1. All actions relating to the Contract shall be time-barred after 12 months.
- 10.2. The time limit referred to in section 1 of this Condition 10 shall begin, in the event of total or partial loss, damage, delay or Stock Discrepancies, on the first of the following days:
 - a. the day on which the Goods have been or should have been delivered by the Contractor;
 - b. the day on which the Contractor has notified the loss, damage or existence of Stock Discrepancies to the Client.

- 10.3. If the Contractor is held liable to third parties, including authorities, the time limit referred to in section 1 of this Condition 10 shall begin on the day on which the third party makes a claim against it.
- 10.4. If the Contractor or a third party contracted by it has lodged an objection or appeal against the claim, the time limit in sections 1 shall begin on the day following that on which the decision on the objection and/or appeal has become final.
- 10.5. For any other actions, the time limit in section 1 shall begin on the day they become due.
- 10.6. In any case, the time limit in section 1 for all actions relating to the Contract shall begin on the day following that on which the Contract ends.

11. Terms of payment

- 11.1. All amounts owed by the Client to the Contractor shall be paid within the agreed period and, in the absence of an agreement, within 14 days of the invoice date.
- 11.2. In the event that the Client fails to pay any amount within the agreed or legally applicable period, it shall automatically be in default, without the need for prior notice. In such a case, the Client shall pay the legal (commercial) default interest in accordance with Condition 5 of Law 3/2004, of 29 December, on measures to combat late payment in commercial transactions (*"Ley 3/2004, de 29 de diciembre, por la que se establecen medidas de lucha contra la morosidad en las operaciones comerciales"*), calculated from the due date until full payment. Likewise, the Client shall be liable for judicial and extrajudicial collection costs. The Client shall pay the applicable legal default interest and all reasonable and duly accredited judicial and extrajudicial collection costs, with a minimum of €150.
- 11.3. In the event of late payment, the Client expressly waives the right of retention or set-off on amounts owed to the Contractor.
- 11.4. The Contractor shall be entitled to charge the Client for any judicial and extrajudicial costs it may incur as a result of collecting the amounts owed.
- 11.5. The Client shall at all times reimburse the Contractor for any amounts collected or to be collected by government authorities in connection with this or other Contracts and the applicable Conditions.
- 11.6. The Client shall not be entitled to suspend payments or to set off claims or costs against amounts owed to the Contractor related to this or other contracts and the applicable Conditions or with other costs attributable to the Goods.
- 11.7. All amounts referred to in section 1 shall be immediately due and payable and subject to set-off by the Contractor in the cases contemplated in sections 1 and 2 of Condition 7 of these Conditions.

12. Securities and Rights of Lien/Pledge

- 12.1. The Contractor shall have the right to refuse Delivery of any of the Goods, documents and sums of money it holds or acquires in connection with the Contract.

- 12.2. A right of lien and pledge is established in favour of the Contractor over all Goods, documents and sums of money that it holds or may come to hold under the Contract, as security for all present or future claims it may have against the Client and/or the owner of the Goods, even when such claims are not directly related to the retained or pledged Goods.
- 12.3. The Contractor may consider any party that, on behalf of the Client, entrusts Goods to the Contractor for the performance of Warehousing Services as a party authorised by the Client to create a pledge over said Goods.
- 12.4. If a dispute arises over the settlement of the amount due or if it cannot be calculated immediately, the Client or the party demanding Delivery shall, at the request and choice of the Contractor, immediately pay that part of the amount due on which there is contract and shall provide security for the disputed remainder pending determination.
- 12.5. The sale of any security shall be carried out at the Client's risk and expense in the manner determined by law or by private sale if so agreed by the parties.
- 12.6. The Client shall, upon first request of the Contractor, provide security for the costs paid or to be paid by the latter to third parties or public bodies and for any other costs which the Contractor has incurred or anticipates incurring on behalf of the Client, including freight, port dues, duties, taxes and premiums.

13. Governing Law and Dispute Resolution

- 13.1. This Conditions shall be in all respects construed and governed by the common laws of Spain as will be all agreements entered into in execution of or addition to this Conditions and in general all legal relationships between the Contractor and the Client.
- 13.2. Both contracting parties, expressly waiving any jurisdiction that may correspond to them, submit, for any discrepancy that may arise from the application or interpretation of this Conditions, to the Courts and Tribunals of the city of Madrid.

14. Final Provisions

- 14.1. For all matters not regulated in these GLC, the provisions of the Contract, to which these GLC are annexed and form an integral part, shall apply.