GENERAL TRANSPORT CONDITIONS 2026

SPAIN

(“GTC”)

Conditions

1. Definitions

For the purposes of these general transport conditions (the "**GTC**"), the terms listed below shall have the following meaning:

1.1. **The "Freight Forwarding Agent" or the "Contractor":** the independent company that provides services for the transport of goods; consignment and handling of goods; all types of customs procedures and all procedures related to foreign trade. It acts as a Freight Forwarder, Customs Broker and/or Logistics Operator as defined hereunder, depending on the nature of the service.

1.2. **"Client":** the party that has contracted the services of the Freight Forwarding Agent, as well as the party to whom any estimate, quotation, booking, correspondence or e-mail is addressed. The Client is responsible for the full payment of the services rendered by the Freight Forwarding Agent.

1.3. **"Contract":** the contract entered into between the Freight Forwarding Agent and the Client regarding the Services to be performed by the former, of which these GTC form part.

1.4. **"Services":** the services rendered by the Freight Forwarding Agent acting as a Freight Forwarder, Customs Broker and/or Logistics Operator, including the organisation, management and control of the transport of goods, customs formalities and ancillary services.

1.5. **"Third Parties":** any companies or professionals not employed by, or otherwise subordinate to, the Freight Forwarding Agent, whose intervention is necessary for the performance of the Contract (carriers, terminal/warehouse operators, consignees, shipping lines, airlines, agents, brokers, etc.). For the avoidance of doubt, any company within the same group as the Freight Forwarding Agent may be deemed a Third Party.

1.6. **"Goods":** the products of the Client with regard to which the Contractor provides Services.

1.7. **"DEG/SDR":** the unit of account as defined by the International Monetary Fund.

1.8. **"Customs Broker":** the person or entity involved in customs declarations (eg import, export, transit, bonded warehousing) of goods subject to customs supervision, acting under a mandate or commission from the owners or consignees of the goods.

1.9. **"Consignee":** the person to whom the carrier must deliver the Goods at the place of destination.

1.10. **"Applicable Regulations"**: Principally:

- Law 15/2009, on the contract for the road transport of goods ("**LCTTM**");
- Law 16/1987 on the regulation of land transport ("**LOTT**"), as amended by Law 9/2013;
- Royal Decree 1211/1990 approving the Regulations of the Law on the regulation of land transport ("**ROTT**");
- Order of the Ministry of Public Works, OM FOM/1882/2012, approving the general conditions of contract for the road transport of goods ("**CGC**");
- Order of the Ministry of Public Works, OM FOM/2861/2012, regulating the administrative control document required for carrying out public road transport of goods;
- Convention of 19-05-1956 on the Contract for the International Carriage of Goods by Road ("**CMR**");

- Hague-Visby Rules to the Brussels Convention of 25-08-1924 for the unification of certain rules relating to bills of lading, as amended by the Brussels Protocols of 23-02-1968 and of 21-12-1979;
- Law 48/1960 on air navigation ("**LNA**"), as amended by art. 51 of Law 18/2014, approving urgent measures for growth, competitiveness, and efficiency; and
- Montreal Convention of 28-05-1999.

1.11. **“Logistics Operators" (*Operadores Logísticos*):** companies specialising in organising, managing and controlling, on behalf of others, the supply, transport, storage or distribution operations of goods required by their clients in the course of their business activities, in accordance with article 122 of the LOTT.

1.12. **“Freight Forwarders" (*Transitarios*):** companies specialising in organising international transport of goods on behalf of others, receiving goods as consignees or delivering them to those who are to transport them and, where applicable, carrying out the administrative, tax, customs and logistics procedures inherent to such transport or acting as intermediaries in their contracting, in accordance with article 121 of the LOTT.

Other capitalised 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. These GTC govern all offers, acceptances, agreements and legal acts relating to the Services provided by the Freight Forwarding Agent, to the extent that mandatory rules do not apply. They shall also apply to the relationship between the parties after the termination of the Contract, to the extent necessary for the settlement of outstanding obligations.

2.2. Any general conditions of the Client shall only apply if the Freight Forwarding Agent expressly accepts them in writing. In case of discrepancy, these GTC shall prevail over the Client's conditions.

2.3. The Freight Forwarding Agent may engage Third Parties for the performance of the Services. The Client authorises the Freight Forwarding Agent to accept, on its behalf and for its account, the general conditions of said Third Parties, which shall govern the relationship with them. Upon the Client's request, the Freight Forwarding Agent will provide a copy of such conditions, to the extent reasonably possible.

2.4. In the event that the Freight Forwarding Agent also provides storage and logistics activities, these GTC shall be supplemented by the general conditions for logistics services that may be agreed upon. In case of overlap, transport matters shall be governed by these GTC.

2.5. Acceptance and Communications. The use of the Services, as well as the submission of service requests by any means permitted by law (including, without limitation, email), implies that the Client has read, understood and unreservedly accepts these GTC, any possible amendments thereto and, where applicable, any specific conditions. The Client undertakes to inform its own customers, agents and interested Third Parties of the validity and applicability of these GTC.

3. Conclusion of the Contract

3.1. Offers and quotations from the Freight Forwarding Agent are non-binding until the Freight Forwarding Agent confirms its acceptance of the order in writing or commences the service. Any modification or special condition requires express written acceptance by the Freight Forwarding Agent.

3.2. The Contract may be formalised through the exchange of emails, purchase orders, bookings, shipping instructions or other means permitted by law that provide proof of receipt.

3.3. Transit times and delivery dates are non-guaranteed estimates, unless expressly agreed otherwise in writing. The mere indication of a timeframe by the Client does not bind the Freight Forwarding Agent to an obligation of result.

3.4. Transport Documentation. The transport shall be covered, as appropriate, by a consignment note, bill of lading, air waybill, delivery note or other transport document issued by the Freight Forwarding Agent, its agents or by the actual carrier, in accordance with the applicable regulations and conventions.

3.5. Formalisation. These GTC, together with the clauses of the consignment note, bill of lading, air waybill or any other document used by the Freight Forwarding Agent or its agents that provides reliable evidence of its content, sending and receipt, imply the formalisation of the Contract between the Freight Forwarding Agent and the Client.

4. Customs Work

4.1. The delivery by the Client of information and/or documentation reasonably necessary to carry out customs formalities shall imply the existence of an assignment on behalf of and for the Client's account, unless otherwise agreed. The Freight Forwarding Agent may, at its discretion, accept or reject such assignments.

4.2. The Client guarantees the truthfulness, completeness and accuracy of all information and documentation supplied for customs and tax purposes and assumes responsibility towards the Freight Forwarding Agent and the Administration for the consequences of its inaccuracy or insufficiency, including duties, taxes, surcharges, interest, penalties and costs.

4.3. The Freight Forwarding Agent shall act, where applicable, as a customs representative under the terms of the applicable regulations or as a agent who entrusts clearance to a third party, without assuming any tax liability of its own other than that provided for by law and without liability for the solvency of the designated customs agent/broker.

5. Remuneration and Other Costs

5.1. Unless otherwise agreed, the Freight Forwarding Agent's rates are based on the prices in effect at the date of the offer and may be adjusted if, between the offer and performance, relevant factors vary (freight rates, fees, fuel costs, exchange rates, tolls, labour or regulatory costs). The Freight Forwarding Agent shall reasonably evidence the variations.

5.2. All-in or fixed rates do not include, unless expressly stated, duties, taxes, consular fees, certification or legalisation expenses, bank charges/guarantees or insurance premiums.

5.3. The Freight Forwarding Agent may pass on additional costs in extraordinary circumstances not attributable to it that significantly increase the cost of the service (demurrage, storage, waiting time, diversions, security reinforcements, additional handling, etc.), after informing the Client when reasonably possible.

5.4. Unforeseen Rates and Supervening Expenses. In the absence of specific rates or quotations for all disbursements made or services actually rendered, the usual or market prices of the place of performance shall apply. Any additional expenses arising from events or circumstances subsequent to the contracting or the issuance of the shipping documents shall be for the Client's account.

5.5. "Prepaid/Collect". Indications. Any mention of expenses, rates, carriage or freight as "prepaid," "collect at destination," or similar terms is included at the Client's request and shall not alter their obligation to pay, in cash and in advance when applicable, the full amounts due for the services rendered.

6. Insurance

6.1. The Freight Forwarding Agent does not insure the Goods unless expressly instructed in writing by the Client, indicating the value and scope of coverage. The mere declaration of value in transport documents does not constitute an instruction to insure nor a "declaration of value" that prevents the Freight Forwarding Agent from limiting its liability.

6.2. If insurance is arranged by the Freight Forwarding Agent, it will be done in the Client’s name and for the Client´s account through an insurer/broker selected by the Freight Forwarding Agent, without assuming liability for their solvency. The Freight Forwarding Agent will provide the Client with the essential information of the policy upon reasonable request.

6.3. Disputes with the Insurer. The Freight Forwarding Agent shall not be liable for any disputes or claims that may arise between the Client and the insurance entity in relation to the contracted policy.

7. Performance of the Contract

7.1. The Client shall supply the Goods at the agreed place, time and manner, properly packed and prepared to withstand the risks of transport and shall provide the Freight Forwarding Agent in a timely manner with all relevant instructions, information and documents (including, where applicable, information on dangerous goods, ADR/IMDG/IATA, safety data sheets and special instructions).

7.2. Unless specific written instructions from the Client are accepted by the Freight Forwarding Agent, the method of delivery, route, multimodal combinations, consolidations and choice of Third Parties shall be at the professional discretion of the Freight Forwarding Agent.

7.3. The Freight Forwarding Agent may, if it deems it necessary and reasonable to safeguard the Client's interests, take measures on the Client's behalf and for the Client´s account; if prior consultation is not possible, it shall inform the Client as soon as is reasonably practicable.

7.4. Provision of funds. In accordance with the risk and credit conditions agreed in writing, the Client shall provide the Freight Forwarding Agent, with sufficient advance notice and, in any case, five (5) days before the due date of the corresponding payments, with the necessary funds to settle expenses, taxes, duties and other items related to the operation (including, but not limited to, customs-related costs).

7.5. Failure to provide funds. Until the provision of funds is received in a timely and proper manner, the Freight Forwarding Agent shall not be obliged to advance any amounts nor shall it be liable for delays, interest, surcharges or penalties assessed by authorities or other Third Parties in connection with such payments.

7.6. Packaging and lashing. Unless expressly agreed in writing, the Freight Forwarding Agent shall not perform any actions on the packaging nor shall it be responsible for the supply of lashing material, the suitability and sufficiency of which are the Client's responsibility.

7.7. Risk of transport. In all cases and without prejudice to the applicable mandatory regimes, the Goods shall travel at the Client's own risk and expense with respect to risks not covered by the legally applicable liability limits or by the insurance that, if any, the Client has contracted.

8. Handling of the Goods

8.1. Any additional verifications (counting, weighing, measuring, sampling, expert appraisals) shall only be carried out if the Client so instructs and assumes their cost, unless the Freight Forwarding Agent, for operational or customs reasons, decides to carry them out for the Client's benefit.

8.2. The Freight Forwarding Agent is not liable as an expert for the intrinsic quality or conformity of the Goods, nor does it guarantee their correspondence with samples, references or specifications from the Client to buyers or authorities.

9. Liability

9.1. Nature and regime. The Freight Forwarding Agent acts as a Freight Forwarder, Customs Broker or Logistics Operator, depending on the nature of the service. It shall be liable solely to the Client for loss or damage arising from its negligence or contractual breach and its liability shall be strictly limited to the damage and loss suffered by the Goods or, where applicable, to the amount of the fees invoiced or quoted for the operation as a Customs Broker. Its liability will comply with the mandatory laws and conventions applicable to each mode of transport and activity. In no case shall the Freight Forwarding Agent assume the liability of a carrier unless expressly established in a written agreement.

9.2. Quantitative limits. As a supplementary provision and for activities not governed by a mandatory transport or customs regulation, the liability of the Freight Forwarding Agent is limited to:

a. For damage, loss or deterioration of Goods attributable to the Freight Forwarding Agent: 8.33 SDR per kilogram of gross weight of the damaged or lost Goods with a maximum of 10,000 SDR per occurrence or series of occurrences with one and the same cause of damage.

   The compensation to be paid by the Freight Forwarding Agent 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.

b. For damages other than damage/loss of Goods (including tax or customs errors attributable to the fault of the Freight forwarding Agent): the amount of the fees invoiced or quoted for the operation subject to the claim with a maximum of 10,000 SDR per occurrence or series of occurrences with one and the same cause of damage.

   There shall be no compensation 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.

9.3. <u>Delay.</u> The Freight Forwarding Agent shall not be liable for delay in delivery unless expressly agreed in writing and proof of damage is provided by the Client. In such case, compensation for delay shall not exceed the price of the transport corresponding to the affected operation.

9.4. <u>Exclusions.</u> The Freight Forwarding Agent shall not be liable, among other cases, for:

a. Fault or gross negligence of the Client or its authorised representative.
b. Incorrect, defective or absent packaging, marking, labelling or identification, provided that the Freight Forwarding Agent was not in charge of executing the packaging, marking and stowage.
c. Force Majeure, understood to include, but not be limited to, war, rebellion, revolution, insurrection, usurpation of power, confiscation, nationalisation or requisition; strike, lockout or other labour disputes; nuclear damage; natural disasters; adverse weather conditions; theft; piracy; decrease in volume or weight, latent defects, special nature or inherent vice of the goods; and other unavoidable and unforeseeable circumstances.
d. Situations of insolvency, bankruptcy, seizure or other measures affecting the performance of the service by the actual carrier or other intervening parties or which reveal a decrease in their economic solvency or financial difficulties.
e. When the loss or damage affects Goods transported on deck, when this is customary or has been instructed by the Client, it being understood that they travel at the Client's own risk and expense.
f. When the loss or damage is attributable to the breach by the Client, its agents or employees of their obligations (including, most especially, those relating to the duty of information about the Goods, packaging, preparation and conditioning for transport and supply of lashing material).
g. When the Client has chosen the intervening Third Parties (carriers, warehouse operators, customs agents or others). In this case, the Freight Forwarding Agent may assign its rights against said Third Parties to the Client.
h. When the choice of Third Parties has been made following the instructions of the Client or any party interested in the Goods.
i. When the transport instructions have been transmitted to the subcontracted Third Parties in accordance with the Client's orders and the damage or loss occurs while the Goods are in the custody of those Third Parties or for causes attributable to them.

j. For the consequences arising from loading or unloading operations not performed by the Freight Forwarding Agent.

k. In accordance with sections 4 and 5 of Condition 7, for the consequences of non-payment of expenses, taxes, contributions, duties or levies due to failure to provide funds in a timely and proper manner.

9.5. Subcontracting and "back-to-back". When the damage is attributable to an intervening Third Party, the liability of the Freight Forwarding Agent shall not exceed, in any case, that assumed by said Third Party towards the Freight Forwarding Agent in accordance with its own conditions and the applicable mandatory regime.

9.6. Concurrence of regimes and multimodal transport. If the leg of the transport in which the damage occurred is identifiable, the limits of the mandatory regime for that mode will apply. If it is not, liability will be determined in accordance with the LCTTM and applicable supplementary rules.

9.7. Declaration of value. In no case shall the declaration of the value of the Goods in any transport document be considered a declaration of " value" that prevents the Freight Forwarding Agent from limiting its liability. Such declarations are mere statements with no content or value whatsoever in relation to limitation of liability.

9.8. Reservations and protests. At the time of delivery, the Client or the Consignee shall verify the condition, quantity and weight of the Goods and, in case of apparent damage or shortages, shall make a note on the transport document. For non-apparent damage, reservations must be made in writing within 24 hours of delivery or within the shorter time limits established by the applicable mandatory regimes or transport documents.

9.9. Custody and survey. The Client shall retain, at its own cost and under its custody, the damaged Goods, inviting the Freight Forwarding Agent to inspect or survey them. Failure to conduct such inspection may release the Freight Forwarding Agent from liability.

9.10. Form of claim. The foregoing limitations and requirements shall apply to any claim, whether contractual, non-contractual, judicial, extrajudicial, main claim or counterclaim or arbitration, without prejudice to the mandatory statutes of limitation and expiration periods.

9.11. Concurrence of compensations. In the event of concurrence of compensations for various reasons, the total amount to be paid by the Freight Forwarding Agent shall not exceed the sum previously referred in section 2 of Condition 9 of these Conditions due in case of total loss of the Goods.

9.12. Regime by mode of transport. Without prejudice to the foregoing and always with the maximum limit of the value of the Goods, liability shall be governed by the rules applicable to each mode:

- National road transport and activities not mentioned below (e.g., storage or logistics): by the provisions of Law 15/2009 (LCTTM), Law 16/1987 (LOTT) and its Regulations and applicable regulations.
- International road transport: by the CMR Convention, with a limit of 8.33 SDR per kilogram of gross weight of the damaged or lost Goods.

- National maritime transport: by Law 14/2014 on Maritime Navigation, with a limit of 666.67 units of account per package or unit or 2 units of account per kilogram of gross weight, whichever is higher.
- International maritime transport: by the Hague-Visby Rules, with a limit of 666.67 SDR per package or 2 SDR per kilogram of gross weight, whichever is higher.
- National rail transport: by the LCTTM, Law 39/2003 on the Railway Sector and its implementing regulations.
- International rail transport: by the CIM/COTIF Convention.
- National air transport: by the applicable Spanish law.
- International air transport: by the Montreal Convention, with a limit, where applicable, of 19 SDR per kilogram of gross weight of the damaged or lost Goods.

10. <u>Client indemnity</u>

10.1. The Client shall be liable for and hold harmless the Freight Forwarding Agent, its employees, subordinates and agents, upon first request, from any claim by Third Parties (including authorities), whether contractual or non-contractual, as well as from all damages, breakdowns, penalties, losses of any kind (including claims based on product liability and/or intellectual property rights), sanctions, expenses or costs related in any way to the performance of this or other Contracts and the applicable Conditions, caused to Third Parties and the Freight Forwarding Agent, even when the inaccuracies or deficiencies appear in operations not directly executed by the latter. Without limitation, this indemnity shall cover claims arising as a consequence of:

- inaccurate, incorrect or insufficient information and/or documentation relating to the Goods (including the name and/or identification of their nature, flammable, explosive and/or dangerous condition, precautions to be taken, number of packages, marks and numbers, quantity in gross weight or other measures and, where applicable, volume) or to customs procedures/formalities (including inaccuracy, insufficiency and/or lack of necessary documents), without the Freight Forwarding Agent or its subcontractors being obliged to examine their accuracy or sufficiency.

- defects or inadequacy of the packaging and/or preparation of the Goods or improperly used packaging, causing damage to the Goods or to transport equipment/means.

- the supply of insufficient or inadequate lashing material or elements to the Freight Forwarding Agent or its subcontractors. The Client shall remain liable for all resulting consequences, even if the Freight Forwarding Agent or its subcontractors have taken reasonable measures to enable lashing and transport. This indemnity shall be of qualified application when, due to the type and nature of the Goods, the lashing material or elements are special.

- any inaccuracy, insufficiency or omission in the indications or instructions given by the Client.

- any supervening circumstance relating to the condition of the Goods or their stowage and lashing on board that may affect safety; the Goods may be unloaded and stored at the Client's expense, the Client being liable for the expenses incurred by the Freight Forwarding Agent or its subcontractors and for any damages caused.

- failure to provide sufficient funds for the payment of expenses, taxes, contributions, duties or levies accrued in the performance of the contracted service (including, without limitation, those of Customs before the Tax Agency).

- any other 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.

10.2. For the fulfilment, execution and enforcement of the Client's responsibilities, the Freight Forwarding Agent shall be entitled to be reimbursed, upon first request, for all expenses and damages caused and shall be exempt from any liability if the Goods have to be unloaded, destroyed or neutralised, as circumstances require, without any compensation of any kind being due to the Client.

11. Mandatory Law

11.1. No provision of these GTC is intended to exclude or limit any rights or obligations that are mandatory under the applicable regulations by reason of the mode of transport or the customs/tax service. In case of conflict, mandatory law shall prevail.

12. Agreement to organise the transport of Goods

12.1. The Client acknowledges that the Freight Forwarding Agent acts as a freight forwarder or logistics operator and that the Freight Forwarding Agent organises the transport on behalf of the Client, contracting with the carriers and operators it deems appropriate, as Third Parties and accepting their general conditions on behalf of the Client.

13. Terms of payment

13.1. All amounts owed by the Client to the Freight Forwarding Agent shall be paid within the agreed period, and, in the absence of an agreement, within 14 days of the invoice date. Invoices related to import duties and VAT shall be due within 7 days.

13.2. 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.

13.3. In the event of late payment, the Client expressly waives the right of retention or set-off on amounts owed to the Freight Forwarding Agent.

13.4. The Freight Forwarding Agent shall be entitled to charge the Client for any judicial and extrajudicial costs it may incur as a result of collecting the amounts owed.

13.5. The Client shall at all times reimburse the Freight Forwarding Agent for any amounts collected or to be collected by government authorities in connection with this or other Contracts and the applicable Conditions.

13.6. The Client shall not be entitled to suspend payments or to set off claims or costs against amounts owed to the Freight Forwarding Agent related to this or other contracts and the applicable Conditions or with other costs attributable to the Goods.

14. Application of Payments and Collection Costs

14.1. Payments in cash or without express allocation shall be applied first to non-preferential debts, then to interest and costs, and finally to the oldest principal.

14.2. The Client shall reimburse the Freight Forwarding Agent for all reasonable judicial and extrajudicial collection costs incurred to effect payment.

15. Securities and Rights of Lien/Pledge

15.1. The Freight Forwarding Agent shall have the right to refuse the delivery of any of the Goods, documents and sums of money it holds or acquires in connection with the Contract.

15.2. A right of lien and pledge is established in favour of the Freight Forwarding Agent 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.

15.3. The Freight Forwarding Agent may consider any party that, on behalf of the Client, entrusts Goods to the Freight Forwarding Agent for the performance the Services as a party authorised by the Client to create a pledge over said Goods.

15.4. If a dispute arises over the settlement of the amount due or if it cannot be calculated immediately, the Client or the party demanding the delivery shall, at the request and choice of the Freight Forwarding Agent, immediately pay that part of the amount due on which there is contract and shall provide security for the disputed remainder pending determination.

15.5. 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.

15.6. The Client shall, upon first request of the Freight Forwarding Agent, 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 Freight Forwarding Agent has incurred or anticipates incurring on behalf of the Client, including freight, port dues, duties, taxes and premiums.

16. Procedure against Third Parties

16.1. Unless expressly agreed, the Freight Forwarding Agent shall not be obliged to bring legal or arbitration proceedings against Third Parties on behalf of the Client. If the Client so requests, the Freight Forwarding Agent may do so at the Client's cost and risk or assign its rights and actions against said Third Parties to the Client.

16.2. The Freight Forwarding Agent reserves its right to seek recourse against any third party responsible for the damage or loss suffered by the Goods. The Client undertakes and is obliged to cooperate with the Freight Forwarding Agent in any action and/or proceeding that the latter initiates against Third Parties with all means that the Freight Forwarding Agent deems necessary.

17. Termination

17.1. As stipulated in the Bare Contract, 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.

18. Statute of Limitations and Expiration

18.1. The statute of limitations for bringing actions against the Freight Forwarding Agent shall be that determined in each case by the applicable national laws or International Conventions, with the period beginning to run as established in such documents or Conventions.

19. Additional Clauses on Dangerous Goods, Sanctions and Regulatory Compliance

19.1. The Client declares that the Goods comply with the applicable regulations regarding product safety, international trade, sanctions and export controls, environment, and industrial safety. The Client shall identify and declare any dangerous Goods or Goods subject to special control, providing compliant documentation and labelling.

19.2. The Freight Forwarding Agent may suspend performance or terminate the Contract if the provision of the Services would imply a violation of sanctions, embargoes, export controls or other applicable restrictive measures, without liability and with the right to reimbursement of costs incurred.

20. On-Deck Delivery and Operational Transport Clauses

20.1. Unless expressly instructed otherwise, and in line with industry practice, maritime transport may be carried out on deck when customary, with the Freight Forwarding Agent assuming no liability for risks inherent to such stowage beyond the mandatory limits applicable to the contractual or actual carrier.

20.2. The Freight Forwarding Agent does not guarantee the acceptance by carriers of "count/weight" notations on bills of lading. The carrier's refusal to note exact quantities/weights does not generate liability for the Freight Forwarding Agent.

21. Governing Law and Dispute Resolution

21.1. The GTC 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 the GTC and in general all legal relationships between the Contractor and the Client.

21.2. 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 the GTC, to the Courts and Tribunals of the city of Madrid.

22. Final Provisions

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