

# GENERAL TERMS AND CONDITIONS

## REEFER & FOOD LOGISTICS, S.L.

### 1. Introduction:

- 1.1. These general terms and conditions are applicable to the services offered by **REEFER & FOOD LOGISTICS, S.L.**, a limited liability company incorporated under the laws of the Kingdom of Spain, with registered office at Avda. Actor Antonio Ferrandis, 10 - 1D, 46013 Valencia (Spain) and with Tax Identification Number B-98602360 (hereinafter, the **Company**), and are available to customers and the general public on the company's website [www.rflcargo.com](http://www.rflcargo.com).
- 1.2. The customer accepts that these general terms and conditions apply to any request for service provision communicated by any means (whether verbally, by e-mail or otherwise), and are also accepted by the customer at the time of ordering the service. The acceptance of these general terms and conditions does not exclude or imply any waiver of the application of the clauses set out in the corresponding applicable transportation/shipping documents, which are also accepted by the customer at the time of requesting or ordering the service and/or issuing the document.
- 1.3. The contracted carriage, if any, shall be covered by a bill of lading, land consignment note, air consignment note, waybill, or similar document issued by the Company or its agents or its subcontractors, which shall be in accordance with and conform to the applicable national rules and international conventions, and whose clauses shall be binding between the Company and the customer. In the event of any discrepancy between such documents and these general terms and conditions, the sea waybill, bill of lading or similar document shall prevail; secondly, the particular conditions that the Company and the customer have agreed upon and that have not been reflected in the previous document; thirdly, these general terms and conditions; and fourthly, any other existing document or documentation.

### 2. Definitions:

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<b>Company</b>	means <b>REEFER &amp; FOOD LOGISTICS, S.L.</b> , a limited liability company incorporated under the laws of the Kingdom of Spain, with registered office at Avda. Actor Antonio Ferrandis, 10 - 1D, 46013 Valencia (Spain) and with Tax Identification Number B-98602360.
<b>Customer</b>	means any person, whether natural or legal, who is interested in and contracts with the Company for a service, and towards whom the Company assumes the obligations arising from the contract. The customer may act on its own behalf or on behalf of third parties and may act and even accumulate the character of depositor, shipper, consignor or consignee, and who assumes the obligation of payment by virtue of the services requested.

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<b>Shipper</b>	means the person who contracts for the performance of a carriage and to whom the carrier undertakes to perform the carriage. This definition shall include the contractual shipper and the actual shipper, meaning any person having a direct or indirect interest in the goods loaded, including, without limitation, the seller, owner, shipper or subcontractor of the foregoing.
<b>Carrier</b>	means the person, whether natural or legal, who undertakes the obligation to perform the carriage in his own name, irrespective of whether he performs it by his own means, as well as the person, whether natural or legal, who physically performs the carriage or any of its accessory stages, including any logistical operations, storage and formalities.
<b>Consignee</b>	means any person, whether natural or legal, having a direct or indirect interest in the receipt of the goods, including, without limitation, buyers, owners and financiers.
<b>Services</b>	means all those requested by the Customer and assumed by the Company - regardless of whether they are carried out with its own means or with external means. The services contracted shall be those that in each case are reflected in the request for services made by the Customer to the Company and the offer made by the Company to the Customer.
<b>Price</b>	means the financial consideration to be paid by the Customer to the Company for the provision of the Services. Payment shall be made in accordance with what has been agreed in each case in the documents established in the contract and, in the absence of agreement, in accordance with the rates in force at the time of acceptance of the offer by the Customer, and within the limits provided therein. Any additional expenses arising as a result of events or circumstances after the date of contracting or, if applicable, the date of issue of the shipment, shall be borne by the Customer, provided that they are duly justified and are not due to the fault or gross negligence of the Company or any of its employees or subcontractors.

### 3. General obligations of the Customer:

- 3.1. **Declaration of goods.** The Customer (and his agents or representatives, where applicable), guarantee to the Company the accuracy of the declaration of the goods with regard to their characteristics, description, marks, number, quantity, weight and volume. The Customer shall indemnify the Company against any loss, damage, penalties, expenses or damages that the Company may incur as a result of any inaccuracy in the aforementioned points made in the declaration; as well as any expenses or damages arising from the verification or inspection of the data declared and/or the goods by the Authorities and/or carriers of the different countries or modes through which, where applicable, the cargo transits. The Company reserves the right to make any reservations it deems necessary or appropriate.

- 3.2. **Inadequate or defective packaging.** The Customer (and its agents or servants, if any) is liable for any loss, damage, damage, damage, penalties, expenses or damages resulting from inadequate or defective packaging or misuse of the goods. The Customer shall also be liable for any loss, damage and penalties caused to handling equipment or means of transport (including, without limitation, containers), as well as costs or damages arising from defective or inadequate packaging. The Company reserves the right to make such reservations as it deems necessary or advisable.
- 3.3. **Inadequate loading or unloading of the goods.** The Customer (and its agents or agents, where applicable) is liable for any loss, damage, breakdown, penalties, expenses or damages arising from the loading and/or unloading operations of the goods that have been carried out by the human resources/equipment of the Customer, shipper or consignee of the goods. For clarification purposes, the Company shall not be liable for any loss, damage, breakdown, penalties, expenses or damages arising from loading and/or unloading operations that have not been expressly carried out by the Company or its employees.
- 3.4. **Obligation to provide information.** The Customer (and his agents or representatives, if any) is obliged to inform the Company of the flammable, explosive, dangerous or perishable nature of the goods being transported, stored or handled, as well as of the exceptional precautions, if any, to be taken, including without limitation precautions relating to the temperature of the goods, if any. The Company shall not be presumed to be aware of such circumstances. In the event of omission or insufficient information in this regard, the Customer shall be liable for any damages caused by such goods and those caused to the Company by their shipment, storage or handling. Not having known and expressly accepted their transport, storage or handling of goods of a flammable, explosive or dangerous nature, the Company shall be entitled, prior to their unloading, to unload, destroy or neutralise the goods, without the Customer or the Consignee of the goods being entitled to any compensation in this respect.
- 3.5. **Higher standard.** The guarantees and obligations of the Customer set out in the previous points are extended in the case of shipments to the United States of America or any other country that requires a higher or more demanding standard, to the requirements of information and prior documentation necessary for import into that country that is required by that country at any given time, with the customer being responsible for its accuracy and timeliness, taking responsibility for any expenses, damages and losses that may arise from its non-compliance. In the event of omission or insufficient information, the Customer shall be liable for any damages caused by the goods, to the Company or to third parties.
- 3.6. **Payment for services.** The Customer undertakes to pay for the service in the manner and on the payment and deadlines foreseen. In any case, the goods transported or received by the Company shall be liable for the payment of the carriage, freight and expenses that their transport or handling may have generated, regardless of where they are located and who has the right to them.

The Customer may not, under any circumstances and in any form whatsoever, offset invoices owed to the Company, or refuse to pay for services rendered when invoices are due without the express and reliable consent of the Company.

- 3.7. **Abandonment clause.** The Customer is responsible for the delivery of the goods in accordance with the agreements made with the Company. In the execution of the contract, an "impediment" to delivery shall be understood to exist when the goods are seized or blocked by the authorities at the place of origin, destination, transit or any stopover, as well as when the receiver and/or consignee of the goods cannot be located, or refuses them in whole or in part, or does not present the corresponding document to take charge of them, or refuses to pay the carriage or freight, being obliged to do so. In this case, the Company shall immediately notify the Customer to request instructions. The Company may deposit the goods at the risk and expense of the Customer, in accordance with the laws or customs of the place of delivery, or in any other place which, in its opinion, is the safest or most efficient deposit, thereby complying with the delivery obligation. If no specific instructions are received and, in any case, when the period of abandonment of the goods exceeds three (3) months, the Company shall be entitled to declare the goods abandoned, destroy, re-dispatch them to their origin, sell or auction them, with the corresponding costs to be borne by the Customer. In the event of impediments to the delivery of the goods, the Customer shall be liable for any costs or damages incurred due to changes in consignment, delays, deposits, return, destruction, auction or sale or any other measures that the Company may freely decide to adopt.

For clarification purposes, if the Consignee does not take charge of all or part of the goods on arrival, they shall be deposited at the risk and expense of the Customer or whoever is responsible for them, subject to the provisions of the Law or, where applicable, the customs of commerce observed at the place of delivery. All costs incurred in these actions shall be borne by the Customer. In particular, the costs incurred due to the delay in the collection/receipt of the container at the port of destination (delay of the container, occupation costs, etc.) shall be borne jointly and severally by both the shipper and the consignee vis-à-vis the Company.

#### **4. General obligations of the Company:**

- 4.1. The Company undertakes to provide the services required by the Customer, including, as the case may be, the organisation at its own discretion of the transport, handling, carriage, storage of the goods entrusted to it, in the most appropriate manner and with due diligence, unless it receives express instructions from the Customer as to how to organise any of the services required by the Customer.
- 4.2. For the purpose of organising the services described in the preceding paragraph, and unless otherwise instructed by the Customer, the Company may select and contract third parties acting in their capacity as freight forwarders, carriers, warehouse operators, customs agents and others as required for the contracted

services, such as transport, storage, handling and delivery of goods, which shall be considered independent agents of the Company.

- 4.3. Where transport of goods is required, the goods shall be entrusted to third parties subject to such terms and conditions, including limitations of liability, as may be set out in bills of lading, waybills or other documents, subject to national and international law. Waybills or bills of lading pertaining to the actual performance of all or part of the carriage, storage or other activity necessary for the final performance of the required services shall be available during their term.

## **5. Equipment assignment:**

- 5.1. In the event that containers or other equipment is assigned, the assignment of the equipment is granted on a personal and non-transferable basis to the Customer or assignee, and is therefore explicitly restricted to the Customer or assignee, without prejudice to any subcontracting that the Customer or assignee may carry out in the exercise of its activity. Likewise, the Customer or assignee guarantees that he/she has the administrative authorisations required to carry out the activity, including the mandatory authorisation from the Port Authority, where applicable. Likewise, the vehicles used shall in all cases meet the appropriate conditions for the transport of the goods in question.
- 5.2. The Customer or assignee shall inspect the unit, including the *payload* of the CSC plate, and confirm that it is fit for shipment and destination, being entitled to reject at that time the equipment that it deems unfit for the scheduled shipment. No further claims or extra-costs will be valid on the part of the Customer or assignee derived from the omission of inspection by the Customer or assignee.
- 5.3. The Customer or assignee agrees to indemnify and hold the Company and/or the transferor harmless from any liability related to delay in the return of the equipment, misuse of the equipment and/or administrative, civil and criminal liabilities that may arise in connection with the transport, whether by act or omission.
- 5.4. Furthermore, expressly but not exclusively, the Customer or assignee undertakes to pay the price of the assignment and any delays and/or additional occupancy costs or any other costs related to the delay in returning the assigned equipment.
- 5.5. In the event of a claim received by the Company/assignor for the payment of any amount, delay, expense, or liability arising from the use, delay in return, or defaults made by the Customer or assignee, the Customer or assignee undertakes to pay on first demand to the Company the amounts claimed from the Company/assignor. In the event that the Customer or assignee wishes to dispute the reality or amount of these claims, he/she may avoid payment by issuing a guarantee on first demand guaranteeing to the full satisfaction of the Company the amounts notified or claimed and the expenses of all kinds, including but not limited to those of legal representation and expert witnesses possibly related to the incidence, reality or amount of these notifications or claims.

## **6. Liability of the Company:**

### Liability of the Company:

- 6.1. Unless the applicable law excludes liability for any or all of these cases, the Company is liable for damages resulting from a breach of its contractual obligations. The Company's liability shall be deemed to commence from the time it receives the goods until completion of the Services.
- 6.2. In the event that the claimed damage occurs during transport, when it is carried out by two or more different means of transport, the Company's liability shall be that applicable to the regulations of each phase or mode of transport. When it is not possible to determine the stage of the journey at which the damage occurred, the liability shall be determined in accordance with the provisions of Law 15/2009 on the contract of carriage of goods by land. Likewise, the protest for loss, damage or delay in the goods shall be governed by the rules applicable to the mode of transport in which the delivery of the goods is carried out or should be carried out.
- 6.3. In the case of the provision of storage (or similar) services, the Company shall only be liable for damage to the goods that occurs as a result of a breach of its contractual obligations, from the time the goods are handed over to the Company's employees until they leave the Company's warehouses for transport. If the Customer does not require the goods to be counted and/or weighed prior to their storage, he waives the right to claim for any shrinkage that may occur when the goods are delivered, unless he can prove that this is due to theft.
- 6.4. The delivery times indicated to the Customer shall always be understood to be approximate, and shall be subject to the vicissitudes of the means of transport used. In the event that the Customer wishes to be guaranteed delivery of goods within a specific period, this must be expressly indicated by the Customer when contracting the transport service and, in order to be binding, must be expressly accepted in writing by the Company.
- 6.5. When the liability arises from events or acts occurring during the performance of the transport, if the Company should be subrogated thereto, it shall in no case exceed the liability assumed by the railway, shipping, air or road companies, bonded warehouses or any other intermediary involved in the provision of the services in accordance with national and international regulations. With the exception of those cases imperatively imposed by law, the Company's liability shall in no case exceed the price paid by the Customer.
- 6.6. In any event, the Company reserves its right to recourse against any third party directly responsible for total or partial loss or damage to the goods.
- 6.7. Any legal action against the Company or its employees or servants, either jointly or severally, for loss, damage or delay of the goods shall be subject to the limitations set out in the preceding paragraphs.

Exemption from liability:

- 6.8. The Company shall be exonerated from any liability if the choice of third parties acting in their capacity as carriers, freight forwarders, warehouse operators, customs agents and others required for the transport, storage, handling and delivery of the goods has taken place in accordance with the instructions received from the Customer. He shall also be exonerated from any liability when the transport instructions have been transmitted to the subcontracted third parties in accordance with the instructions of the Customer.
- 6.9. The Company shall not be liable in the following cases: (i) fault or negligence of the Customer or its authorised representative; (ii) defective packaging, labelling and marking or the absence thereof, provided that it was not the Company's responsibility to execute the packaging, marking and of the goods; (iii) defective loading or discharging, when this has been done by the Customer or other third parties; (iv) cases of force majeure, as provided for in these conditions; (v) circumstances which the Company could not foresee or, if foreseeable, avoid; (vi) reduction in volume or weight or any loss or damage resulting from hidden defects, special nature or inherent defect of the goods; and (vii) other causes of exoneration established in the agreements or legal provisions in force.

For the purposes of the provisions of the preceding paragraph, these shall be considered events of force majeure:

- (i) Acts, neglect or default of the master, seamen, pilots or personnel assigned by the actual carrier to the navigation or administration of the ship;
  - (ii) War, rebellion, revolution, insurrection, usurpation of power or confiscation, nationalisation or requisition by or under the orders of a government or public or local authority.
  - (iii) Strike, *lock-outs* and other industrial disputes affecting work.
  - (iv) Damage caused by nuclear energy.
  - (v) Fire.
  - (vi) Acts of war or public enemies.
  - (vii) Natural disasters.
  - (viii) Riots and/or civil disturbances.
- 6.10. In no event shall the Company be liable for lost profits, consequential, indirect, exemplary or punitive damages. In particular, the Company shall not be liable for interruption of production, business or sale resulting from delay, loss, theft, pilferage or damage to goods nor for fines, penalties, claims for losses due to depreciation or penalty clauses, fluctuations in currency exchange or in the value of goods, duties or taxes increased by the Authorities howsoever caused.

**7. Right of retention:**

The Company has a lien and/or right of retention (general and particular) on the goods transported and Customer documents for all sums due to it by virtue of the services entrusted to it by the same sender and/or consignee or the representatives of one or the other. The Company may enforce its right by any means it deems appropriate and admissible under the laws of the place where the aforesaid rights are exercised or, failing that, of the place of dispatch of the goods or of the place where the goods are to be delivered. If the goods are lost or destroyed, the Company shall have the same rights as aforesaid in respect of compensation payable by insurance companies, transport companies or others. Unless expressly provided otherwise by law, this right shall extend to all goods shipped even if they do not correspond to the shipments for which the Customer owes the invoices.

The Customer shall be liable for any damage or deterioration of the goods, especially if they are perishable, due to the right of retention or notarial proceedings that the Company or its agents have had to carry out.

**8. Claims:**

- 8.1. The consignees of the goods shall verify the condition of the goods at the time of delivery, as well as the quantity, number and weight of the packages, and shall immediately, and in any case within 48 hours, inform the Company of any apparent defect or loss in the goods.
- 8.2. The Company shall not be liable for damages if, upon delivery of the goods, the complaint is not lodged in due time and form.
- 8.3. In no case may payment of invoices due to the Company, including expenses, be withheld as a result of claims made by the Customer.

**9. Applicable law and jurisdiction:**

- 9.1. The services provided by the Company shall be governed and interpreted in accordance with Spanish legislation.
- 9.2. Any dispute arising from or related to these general terms and conditions shall be submitted to the jurisdiction of the courts and tribunals of the city of Valencia (Spain).