

GENERAL CONDITIONS FOR THE PROVISION OF SERVICES BY COMPANIES

FORWARDING COMPANIES

Article 1 Definitions

For the purposes of the provisions of these "General Conditions", the following shall be considered:

- (a) **Client/Contractor:** any person with rights or obligations in relation to the goods under a freight forwarding services contract, concluded with a freight forwarder, or as a result of the latter's activity in relation to such services;
- b) **Goods:** any goods including live animals, as well as containers, pallets or transport or packaging equipment, not supplied by the freight forwarder;
- c) **Dangerous Goods:** goods officially classified as such, as well as goods that are or may become or assume a dangerous nature, flammable, radioactive, toxic or harmful;
- d) **Written:** any visually expressed way of representing or reproducing words in a permanent form, namely, letters, fax, telex, telegram, e-mail or any other record by electronic means;
- e) **Freight forwarding services:** services of any kind relating to transport, consolidation, deconsolidation, storage, handling, packaging, logistics and/or distribution of goods, as well as ancillary and advisory services related to the shipment of goods, including the contracting of insurance and collection of refunds;
- f) **Forwarder:** person who enters into a contract for the provision of forwarding services with a Client;
- g) **Carrier:** person who carries out the transport of goods by his own means of transport (actual carrier) or any person subject to the carrier's liability for having assumed this liability expressly or tacitly (contracting carrier).

Article 2 Scope

Any and all provision of services by the Freight Forwarder, which takes place within the scope of the activity and regime defined in the respective legal status approved by Decree. Law No. 255/99, of July 7, will be governed, unless otherwise agreed, by these general contractual clauses.

Article 3 Applicability

The Forwarder shall perform his services in accordance with the instructions of the Client, as agreed. In the absence of a written stipulation of different contractual conditions, the Client, whether he intervenes or acts as the owner of the goods or merchandise, or whether or not he acts as an agent or representative of another, shall be entitled to the rights and obligations established by these general conditions vis-à-vis the Forwarder.

Article 4 Presentation of prices

- a) Unless expressly stipulated otherwise, the prices proposed by the freight forwarder do not include duties, fees, taxes or charges that are levied by the Tax, Customs or other official authorities, and only apply to loads whose nature, weight and dimensions are considered normal for transport, in accordance with the respective regulations in force.
- b) The prices referred to in the previous number do not include in themselves the costs and charges of downtime, storage, repair or other accessory costs, unless they are expressly stated in the terms and conditions of the proposal and have not been formally and timely excluded by the client.

Article 5 Price changes

The established prices may be changed, provided that circumstances arise that modify the conditions on which the proposals were based, namely:

- a) Inaccuracy or subsequent alteration of the customer's indications regarding the content, weights, volumes and values of the items subject to the service, or regarding the conditions of purchase and sale;
- b) Forwarding by means of transport other than that proposed by the freight forwarder or interruptions in traffic on the planned routes, requiring the use of means or more expensive routes;
- c) Delays or delays in the execution of services resulting from natural, political or any other phenomena not attributable to the freight forwarder;
- d) Modification of regulations, conventions, rates, timetables or tariffs;
- e) Exchange rate changes.

Article 6 Review of prices and conditions

Unforeseen expenses that the freight forwarder has to incur due to force majeure or unforeseeable circumstances, in compliance with and in the exercise of his duties, as well as to guarantee the conservation or preservation of the goods or merchandise that are the subject of the contract, make the corresponding appropriate review of the stipulated conditions legitimate and required.

Article 7 Validity of proposals

For the purposes of applying and executing the contractual clauses, the proposals will be valid for the period of time indicated by the freight forwarder, and it is expressly understood that, in the absence of such indication, they will expire fifteen days after the date of their presentation to the client.

Article 8 Written instructions

1. The customer is obliged to state, in writing, in a clear, precise and complete manner, the instructions and specifications of the goods relating to the subject of each contract;
2. The freight forwarder, upon receipt of the instructions, must analyse them in order to verify their compliance with the services he has undertaken to provide.

Article 9 Conference of instructions

Upon receipt of the documents issued by the freight forwarder, the customer must examine them carefully and immediately point out any errors or discrepancies, so that the freight forwarder can make the necessary corrections in a timely manner.

Article 10 Inadequate or insufficient instructions

1. If the client's documents or declarations contain errors, inaccuracies, insufficiencies or lack of information necessary for the proper execution of the contract, particularly with regard to the nature, value, weight, measurement or content of the things that are the subject of the contract, the client shall be fully liable for the consequences resulting from such anomalies;
2. If the freight forwarder becomes aware of the existence of any anomalies or irregularities referred to in the previous number, which may result in liabilities and/or losses for any of the contractors or third parties, must immediately inform the client, so that these anomalies or irregularities can be corrected in a timely manner;
3. If the anomalies or irregularities provided for in the previous numbers are not remedied in time to allow the freight forwarder to perform the services that are part of their duties, the same is entitled to terminate the contract, or to execute it in accordance with the content of the client's documents and statements, in which case the client will be responsible for all damages and liabilities that directly or indirectly result from said anomalies or irregularities;
4. In the case of goods subject to a purchase and sale contract, non-compliance of the customer's instructions with the conditions inherent in said contract will be the customer's responsibility.

Article 11 Insufficient or inappropriate packaging

1. The customer is responsible for any damages resulting from insufficient or inappropriate packaging;
2. At any time during the execution of the service, if it is found that the packaging is damaged, the freight forwarder may carry out repairs necessary on behalf of the customer, giving him prior notice thereof, unless the urgency of the repair does not allow it;
3. This urgency must be justified as necessary.

Article 12 Dangerous goods

1. Unless expressly accepted in writing, in each case, the freight forwarder shall not handle or transport dangerous goods or goods considered as such, or any others that may cause harm to third parties;

2. If any customer delivers goods of that nature without express acceptance by the freight forwarder, he will be responsible for all losses or damages caused to the freight forwarder, and/or third parties and must compensate for all damages, expenses, fines or claims to which such goods give rise, and they may be destroyed or negotiated under the control of the competent authority, when this is deemed appropriate.

Article 13 Special delivery conditions

The freight forwarder is only obliged to comply with special conditions for the delivery of goods and/or the collection of amounts if, having received express written instructions to that effect from the customer, he accepts them.

Article 14 Instructions on the movement of goods or merchandise

1. The freight forwarder may carry out other operations also on behalf of the contractor, in particular the collection or storage of goods or merchandise, either in compliance with instructions received from the latter, or during the period in which he awaits instructions from the latter, or as a result of interruptions or postponements of transport, and must, in any case, immediately inform the same contractor;
2. In the absence of special instructions from the contractor, the freight forwarder shall use the means and methods he deems convenient or possible for forwarding the goods or goods subject to the service entrusted to him.

Article 15 Other obligations of the freight forwarder

The freight forwarder is only obliged to promote procedures or formalities with the competent entities that are expressly requested by the client; in any case the freight forwarder will not be liable for losses that may result from the refusal or delays of those entities or from insufficiencies in the elements that, for this purpose, have been provided to you by the customer.

Article 16 Grouping of goods

Unless expressly stated otherwise, the freight forwarder may transport goods in the groupage system, even together with goods from different customers, and may use the routes and means that best suit the interests of the cargo and the customer.

Article 17 Insurance of goods

The freight forwarder is not responsible for concluding any insurance contract intended to cover the risk of possible damage suffered by goods or merchandise during the transport whose organization and management has been contractually entrusted to him, unless he is expressly, timely and duly mandated for that purpose, in particular with regard to the nature of the risks and values to be insured.

Article 18 Refusal or failure to accept

If, for any reason, the recipient refuses to receive the goods subject to the service or has ceased his activity, these will remain the responsibility of the contractor or whoever has replaced him before the forwarder, who will continue to be liable to the latter for all charges for the service and any return of the goods.

Article 19 Payment of invoices

1. Failure to pay the invoice issued by the freight forwarder within a maximum period of 15 days from the date of its presentation, unless expressly agreed otherwise, shall make the debtor in default of the obligation to pay interest at the legal rate;
2. If no provision has been delivered and the invoices involve disbursements in foreign currency, they will be subject to corrections resulting from exchange rate changes that may occur up to the date of payment, as well as to bank charges arising from the respective transaction.

Article 20 Complaints against the invoice

Without prejudice to the obligation to pay under the terms referred to above, the customer is granted the right to make complaints against the freight forwarder's invoices or debit notes, provided that he does so, with justification, within 15 days from the date of their presentation.

Article 21 Provision

The freight forwarder may request provision from the client whenever there is room for payment of freight, customs duties and other duly justified disbursements, on behalf of the client.

Article 22 Limitation of liability

1. The freight forwarder is liable to his client for failure to comply with his obligations, as well as for obligations contracted by third parties with whom he has a relationship hired.
2. The liability of the freight forwarder resulting from the contracts concluded shall be limited to the amounts established, by law or convention, for the carrier to whom the liability is granted. the material execution of the transport is entrusted, unless another limit is agreed by the parties.
3. In any case, the carrier's liability shall not exceed the real value of the loss or the value of the goods or merchandise, if this is lower.

Article 23. Failure to lift or remove goods

1. Without prejudice to the right to an adequate storage fee or fair compensation for damages caused, failure to collect or remove in a timely manner the goods entrusted to the freight forwarder constitute grounds for termination of the contract.
2. For the purposes of the provisions of the previous number, the freight forwarding company will notify the interested party in the goods, informing him of all the conditions and the deadline to carry out the respective withdrawal.

Article 24 Right of retention

Unless expressly stipulated otherwise, freight forwarding companies may exercise the right of retention over goods entrusted to them as a result of the respective contracts, for the credits arising therefrom.

Article 25 Limitation of the Right to Compensation

The right to compensation resulting from the liability of the freight forwarding company expires within 10 months from the date of completion of the provision of the contracted service.

Article 26 Competent court

1. In the event of recourse to the courts, the chosen forum will be that of the forwarder's headquarters, expressly waiving any other.
2. However, when the issue or provision of services occurs at the company's branch or delegation, the jurisdiction of the corresponding establishment will be competent.

Approved by APAT - Portuguese Freight Forwarders Association, on 22 October 2000.

Applicable by virtue of Decree Law 255/99 of 7 July.

(Communication under the terms and for the purposes of Article 5 of Decree Law 446/85 of 25 October).