

GENERAL TERMS AND CONDITIONS APPLICABLE TO THE COORDINATION OF THE TRANSPORT OF GOODS WITH TRANSITOS INTERNACIONALES INTERCARGO 1999 S.A.

Important: The terms and conditions contained herein are applicable to all dealings with TRANSITOS INTERNACIONALES INTERCARGO 1999 (hereinafter referred to as "IC "); certain of these terms and conditions regulate the liability of the contracting parties and the limited liability of IC. It is important that you read these General Terms and Conditions carefully and that you resolve any questions or doubts related thereto before entering into a contract with IC. If you have difficulty reading or understanding these General Terms and Conditions, you can request that they be provided to you in a larger format or typeface or you can send us any question that you may have before entering into a contract with IC. You may also download them in a larger font from our website www.tiintercarga.com.

DEFINITIONS

Freight Forwarder or Transport Operator refers to IC. In general, IC acts in its capacity as freight forwarder, transport operator or logistics operator and coordinates transport. IC may use all modes of transport and sub-agents to transport the goods; such modes of transport and sub-agents may be used in the name and on behalf of the Customer.

Customer means the party that has hired IC's services, as well as the party to whom the estimate, quote, booking, correspondence, and e-mails are addressed and to whom the shipper, loader, sender, consignee, recipient, or any other intermediate, agent or dependant thereof reports. The Customer is responsible for full payment of all services provided by IC.

1. BASIS OF THE CONTRACT

All of the services provided by IC will be governed by these General Terms and Conditions (and, where applicable, by IC's bill of lading clauses or any other transport document used in conjunction with these services), which are considered accepted in full at the time that the shipper places the service order. By hiring IC, the Customer agrees that these general terms and conditions apply to any service request communicated verbally, by telex/fax, email or other means, even if no specific reference is made to these General Terms and Conditions. The limitations of legal liability set forth in these General Terms and Conditions also apply to any claim, whether civil, commercial, criminal, judicial, extra-judicial, contractual, extra-contractual or otherwise in nature. The Customer also undertakes to inform any third parties that it may have contracted of the existence, enforceability, validity and acceptance of these General Terms and Conditions.

If the Customer does not agree to these terms conditions, it must inform the IC of such non-acceptance expressly and unambiguously in writing immediately after submitting the service request to IC. Once a period of seven days has elapsed after IC receipt the Customer's service request, these General Terms and Conditions will be deemed validly adopted.

2. TRANSPORT DOCUMENTATION

The transport services hired will be covered by a consignment note, bill of lading, delivery note, etc. issued by IC or its agents; such documents must comply with any applicable national standards and international conventions, the terms of which will be applicable between IC and the Customer. If there is any discrepancy between these documents and these General Terms and Conditions or if there is any missing information, the following order of prevalence will apply: (1) IC's and/or World Wide Container Line's bill of lading; (2) these General Terms and Conditions; (3) any other transport document that may be used.

3. DESCRIPTION OF GOODS AND PACKAGING

The Customer guarantees IC that the description of the goods is correct as regards their characteristics, description, brand names, numbers, quantities, weight and volume; the Customer is responsible for any loss, damage, harm and/or penalties that may be experienced by third parties as a result of inaccuracies in the aforementioned information or as a result of inadequate, defective, or misused packaging that causes damage or harm to the goods or to the handling equipment or means of transport, even if such inaccuracies or inadequacies appear during operations not performed directly by IC, whom the Customer also indemnifies for any additional costs arising therefrom. The Customer expressly acknowledges that the packaging provided is adequate to withstand the service hired. Unless the Customer provides specific instructions to IC, the packaging will not receive any special treatment, the Customer being fully responsible for such treatment.

The Customer is required to inform IC if the goods submitted for transport, storage and handling are hazardous in nature, and the Customer must inform IC of any special precautions that must be taken, where applicable. The Customer must, at any rate, provide the material safety data sheet for the goods to IC beforehand.

In the event of an omission or insufficient information, the Customer will be responsible for any damages caused; IC has the right to be reimbursed for any expenses it incurs as a result thereof, and it is exempt from any liability if the circumstances required that the goods be unloaded, destroyed or neutralized without any compensation owed to the Customer.

4. LIABILITY

The Customer agrees that IC may perform the contract, comply with any other instructions, and coordinate the transport, handling, and storage of the goods entrusted to it at its discretion, unless the Customer provides express, specific instructions sufficiently in advance, via any of the modes of communication mentioned above.

As a freight forwarder, consignor of goods, or logistics operator, IC will be responsible for coordinating transport and will be liable for breach of its contractual obligations under the circumstances set forth in Spanish law and in applicable international conventions and always under the same circumstances and with the same status as would apply to the actual carrier.

As a storage agent and custodian, IC will be responsible only for damage to the goods resulting from a breach of its contractual obligations under the circumstances and in the situations set forth in the applicable regulations. Its liability begins from the time the goods are handed over to IC's employees and ends the moment these goods leave its storage facilities for transport.

As a customs clearance agent, IC will be responsible only for the damage caused by its own fault or negligence; it will not, under any circumstance, be responsible in cases in which it has followed the Customer's instructions. Likewise, the Customer agrees that it is the party liable for tax payments and that IC is acting solely according to its instructions.

It legal liability is defined as follows:

4.1 IC may only be held responsible for material damage caused to the goods; such liability does not, under any circumstance, include consequential losses, pecuniary losses or loss of profit.

4.2 Any legal action taken against IC's permanent or temporary employees and/or dependants may not exceed the limits and circumstances set forth under Sections 5 and 6.

4.3 These limits may not be exceeded regardless of whether the legal actions taken against IC, its permanent or temporary employees and/or dependants are taken jointly or separately, such limit being deemed a combined maximum for all those involved.

4.4 IC will be responsible for the selection and instructions given to subcontracted agents such as freight forwarders, carriers, warehouse operators, etc., but it will be free from any liability if the agent was selected following the instructions of the Customer, shipper or any party involved with the goods and if the instructions were communicated to the subcontracted agents in accordance with the orders received from the Customer or shipper. In this case, IC may waive its rights against the subcontracted agents, transferring such rights to the Customer/shipper.

4.5 At any rate, IC's liability may not exceed the liability of the parties hired by IC for the provision of the services.

5. LIMITATION OF LIABILITY

5.1 IC may be held liable only under the circumstances and in accordance with the following monetary limits, not to exceed the value of the goods:

- Domestic overland transport of goods and any other activity not mentioned in the following paragraphs (e.g. storage and logistics activities) are subject to the provisions of the Law Governing Overland Transport (*Ley de Ordenación del Transporte Terrestre*) and its implementing regulations, and IC's liability in this case may not exceed 4.5 euros per kilogram of gross weight of the lost or damaged goods;
- International overland transport of goods is subject to the Convention on the Contract for the International Carriage of Goods by Road (CMR), and IC's liability in this case may not exceed SDR 8.33 per kilogram of gross weight of the lost or damaged goods;
- International maritime transport of goods is subject to the Convention for the Unification of Certain Rules of Law relating to Bills of Lading (Hague-Visby Rules), and IC's liability in this case may not exceed SDR 666.67 SDR per package or SDR 2 per kilogram of gross weight of the lost or damaged goods, whichever is greater;
- International air transport of goods is subject to the Montreal Convention and its subsequent amendments (in accordance with the protocols in force in Spain), and IC's liability in this case may not exceed SDR 19 per kilogram of gross weight of the lost or damaged goods.

5.2 IC may only be held responsible for late delivery under the circumstances expressly set forth in the applicable laws, in which case IC's liability will be governed by the terms set forth in said laws; under no circumstances may IC's liability exceed the equivalent of the compensation owed pursuant to the contract signed with IC. In any event, the delivery times indicated to the Customer will always be approximate and will be subject to the aberrations of the mode of transport used. If the Customer wants guaranteed delivery of the goods by a specific deadline, this must be expressly indicated by the Customer when hiring the transport services and must be expressly agreed to in writing by IC to be binding.

5.3 When liability stems from events or acts that occurred during transport, if the freight forwarder was required to assume such liability, under no circumstances may this liability exceed that assumed by railway companies, airlines, trucking companies, warehouses or any intermediary involved in transport under the same circumstances in accordance with applicable national laws and international conventions.

5.4 These limits apply to all claims that may be made against IC regardless of whether the claim is based on contractual liability or on extra-contractual liability or whether the claim takes the form of a lawsuit, counter-claim, arbitration, amicable claim or otherwise.

5.5 Special drawing rights (SDRs) mean the unit of account as defined by the International Monetary Fund.

6. EXEMPTION FROM LIABILITY WITH RESPECT TO TRANSPORT ORGANIZED BY THIRD PARTIES

IC may not be held responsible for any loss, damage or expense, including loss of profit, loss of clientele, fines, sanctions, losses due to depreciation or penalty clauses, fluctuation in currency exchange rates or in the value of the goods, or taxes or duties increased by the Authorities for any reason whatsoever. The following exemptions apply:

6.1 IC may not be held responsible if any of the following circumstances arises:

- . Fault or negligence on the part of the Customer or the Customer's authorized representative;
- . Lack of, or defective packing, markings or stacking, provided that IC was not in charge of packaging, labelling and stacking the goods. Furthermore, IC may not be held responsible for the packaging of the goods if the contents thereof cannot be verified;
- . War, rebellion, revolution, insurrection, usurpation of power or confiscation, expropriation or requisition by or under the orders of any government or public or local authority;
- . Strikes, lock-outs, or other labour disputes that affect the work;
- . Damage caused by nuclear energy;
- . Natural disasters;
- . Force majeure;
- . Theft
- . Circumstances that IC was not able to prevent, the consequences of which were unforeseeable;
- . Defects and nature inherent to the goods;
- . Piracy;
- . Incorrect label or marking;
- . Any other grounds for release from liability set forth under agreements or the legal provisions in force.

6.2. IC may not be held responsible for loss or damage to the goods unless such loss or damage occurs while the goods are under IC's custody and control.

6.3 IC may not be held responsible if the goods have been transported by the Customer or the Customer's representative.

6.4. IC may not be held responsible for consequences stemming from loading or unloading operations that have not been performed by IC.

6.5. IC may not be held responsible for loss, damage or expenses caused by inadequacies or errors in relation to the number, contents, weight, brand name or description of the goods.

6.6. IC may not be held responsible for any consequential loss or damage such as loss of profit, loss of clientele, depreciation or penalty clauses.

7. INSURANCE FOR THE GOODS

7.1. IC will not provide insurance against loss or damage during the handling, storage or transport of the goods unless the Customer specifically instructs IC to do so in writing, in which case the Customer must pay the corresponding insurance fee.

7.2. If the Customer expressly instructs IC to arrange insurance for the goods, such insurance will always be taken out in the Customer's name, with IC acting as agent.

7.3. The insurance terms and conditions will be set forth in the insurance policy taken out, which will be provided to the Customer at its express request.

7.4. IC may not be held responsible for any disputes or claims that may arise between the Customer and the relevant insurance company as a result of the insurance covering the goods.

8. PRICE OF SERVICES

The transport services and other services performed by IC are deemed to be hired for payment at the rates valid at the time the services are hired and by the deadlines set forth in the payment terms. If there are no established rates or if the quotes issued by IC or its agents do not contain prices for all expenses or services actually performed and/or provided, the price payable for the service will be equal to the usual or market prices corresponding to the location where the service is provided. Additional expenses incurred as a result of events or circumstances occurring after the date the services are hired or, where applicable, on the date the shipping documents are issued, shall be borne by the Customers, as long as such expenses are duly justified and are not the result of fault or negligence by any party involved in the provision of the services hired. Any expenses and service provided by IC must be paid in cash, unless otherwise agreed in advance between the parties.

Any indication suggesting that shipping or freight be payable at origin, payable at destination, pre-paid, outstanding, or any other indication of this type will be included at the Customer's request and will not affect the Customer's obligation to pay fees up front in cash for all services provided by IC. In the event of late payment, the Customer will also be responsible for paying IC any late interest, charges for fluctuation in exchange rates, bank fees and any other economic loss sustained by IC or its agents due to the late payment. The Customer acknowledges that it has no right to withhold or deduct compensation from the amounts owed to IC.

9. COMPLAINTS IN THE EVENT OF DAMAGE/HARM TO THE GOODS

9.1. Upon delivery of the goods transported or stored, the recipient must check the condition of the goods received as well as the quantity, number and weight of the packages delivered. If the goods are found to be harmed or damaged or any part/package is missing, the recipient must make note of the damage/harm or loss of goods observed on the bill of lading or consignment note at the time the goods are delivered.

9.2. In the event of any irregularity, damage or loss of goods that cannot be detected at delivery, the recipient must record its reservations in writing within 24 hours of delivery of the goods or under the terms and conditions indicated on the consignment notes, bills of lading, transport documents or applicable laws, if the deadline set forth thereunder is shorter.

9.3. The provisions set forth under Sections 9.1 and 9.2 are considered requirements for admissibility; therefore, failure to comply therewith will bar the right to claim damages.

10. EXPIRY

A one-year statute of limitations, beginning from the delivery date or the goods or, in the event of a total loss, from the date on which the goods were supposed to be delivered, applies to any actions taken against IC, its dependants and/or employees.

Notwithstanding the foregoing, the statute of limitations for actions related to the performance of the various transport-related operations will correspond to the periods of time indicated on the consignment notes, bills of lading, etc., or, where applicable, the periods of time set forth in the national regulations or international conventions that regulate the various modes of transport, these periods beginning on the dates established in said regulations or conventions.

IC's invoices for transport and storage services, including costs and expenses, may not under any circumstance be combined with other lawsuits. Under no circumstances, unless a legal provision states otherwise, may the Customer withhold amounts owed to IC nor use such amounts as payment for potential or presumed pending claims.

11. LIMITATION OF THIRD-PARTY LIABILITY

IC is authorized to select and hire freight forwarders, carriers, warehouse operators, customs agents, ship-owners, shipping companies, airlines, charter brokers and any other agents if required for the transport, storage, handling and delivery of goods, all of which will be considered agents independent from IC.

The goods will be entrusted to such parties subject to all of these terms and conditions (such as liability limits for losses, damage, expenses or delivery delays) and all applicable rules, regulations, stipulations and requirements, whether written, printed or stamped, that appear on routing sheets, consignment notes, bills of lading and receipts issued by such freight forwarders, carriers, warehouse operators, etc., as well as the provisions contained in applicable national laws or international conventions.

12. LIABILITY OF EMPLOYEES/DEPENDANTS

Any direct legal action against the employees and/or dependants of IC, whether such employees are permanent or temporary, for loss or damage to the goods, may not exceed the limits set forth under Sections 5 and 6. In the event of legal action taken jointly against IC and its employees, whether such employees are permanent or temporary, the maximum compensation allowable may not exceed the limits stipulated under Section 5.

13. LIEN

IC is entitled, under all circumstances, in general and in particular, to withhold the goods transported from Customers who have not paid the amounts owed as a result of the services requested of IC. IC may exercise this right by any means that it deems necessary and that is permissible under the law.

The Customer will be responsible for any damage or deterioration sustained by the goods, especially if these goods are perishable, as a result of the lien exercised by IC or its agents.

If the goods over which it exercises its withholding rights are lost or destroyed, IC will have the same rights mentioned above with respect to the compensation paid by the insurance companies, transport companies, etc.

14. SURVIVAL CLAUSE

If, for any reason, any clause, or portion thereof, contained in these General Terms and Conditions is declared null, invalid or inapplicable by a Judge or Institution with sufficient competence and capacity, the remaining clauses will remain fully in force and applicable.

15. APPLICABLE LAW AND JURISDICTION

These conditions, together with any other contract signed with IC, and any dispute that may arise as a result thereof, will be governed and interpreted in accordance with Spanish Law. IC clearly and unequivocally states its intention to refrain from bringing any dispute before the Spanish Transport Arbitration Courts (the *Juntas Arbitrales de Transporte*).

Any dispute or legal action that may arise or be taken against IC, its employees and/or dependants will be subject to Spanish jurisdiction and, more specifically, to the courts and tribunals of the City of Barcelona; the Customer expressly waives its right to any other venue.

In case of any discrepancies and/or conflict of interpretation between the Spanish and English version of these General Terms and Conditions, the Spanish version shall always prevail.

Signed:

General Manager