

GENERAL CONDITIONS MARTICO MARITIME TRANSPORT.

Except in cases where Martico, S.L. contracts as agente on behalf of its company, the services provided by the company will be governed by the general conditions of contracting for the transport of goods by sea included in the website of the Company and registered in the Register of Furniture Goods of Valencia (General Conditions of Contract), with entry number _____, Daily _____. The customer expressly accepts that the services contracted with Martico, S.L. will apply the aforementioned conditions generales.

GENERAL CONDITIONS OF CONTRACT FOR THE ORGANIZATION OF THE TRANSPORT OF GOODS

These General Conditions are available to our customers both in the oficinas de Martico, S.L. and on our website: martico.com

1.- DEFINITIONS.-

1.1. FREIGHT FORWARD:

Martico, S.L., domiciled in Paseo de la Alameda 34, 5A. 46023 Valencia, Spain and C.I.F B46349494, is defined as the transitario that, on behalf of its client, assumes the obligations derived from the transport organization services as they are defined, in exchange for a price.

1.2. TRANSPORTATION ORGANIZATION SERVICES:

The transport organization services to which these general conditions of contract are applicable are all those that, required by the cliente and which directly obliges to organize Martico, S.L. - regardless of whether they are carried out with their own means or by other means-, they are not included within the scope of action of Martico, S.L. under the contracts of agency signed with its main ones.

For the provision of these services Martico, S.L. will charge the price that is established by mutual agreement and that will be recorded in the particular conditions, which are recorded in the quote sent by Martico SL, as an offer, in the

customer confirmation mail, in the concreteness of the possibilities of loading and its acceptance, as well as in the confirmation document or "booking " that Martico SL sends as closure of the transaction to the client..

1.3. CONTENT OF THE SERVICES:

The contracted services of transport organization will be those that in cada case are reflected in the licitude of services that the Client takes to Martico,S.L. and in the oferta of services that he/she curses to the latter according to the procedure described or other that between the parties reflects together the conditions of the contract agreed..

1.4. Customer:

Any natural or legal person who is interested and contracts with Martico, S.L. a service or transport organization, and against whom it assumes the obligations of derivatives of the contract. The customer may therefore act on his own or third-party behalf, and act and even accumulate the character of depositor, shipper, consignor or consignee. Even if it is due freight, the customer assumes payment of the transitario invoices.

1.5. Payment:

The payment of the price will be made in accordance with the special agreement in each case in the documents establishing the contract. In the short defect of the agreement must be made in accordance with the rates in force at the time of the agreement by the customer and within the limits provided for therein. In the absence of fees, the contracting will be made at the usual or market prices corresponding to the place where it is made. The additional expenses that occur as a result of facts or circumstances after the date of contracting or, where appropriate, the date of issuance of the issuance and the issuance of the expedition, shall be borne by the cliente, provided that they are duly justified and is not due to the fault or negligence of any of those who have intervened in the provision of the contracted services.

The payment of any expenses and services provided by Martico, S.L. will be made in cash, except for special conditions previously agreed.

2.- APPLICATION SCOPE:

These general conditions apply only when Martico, S.L. acts or intervenes as aransitario. Therefore, they do not apply when Martico, S.L. acts or intervenes as an agent, on behalf of and on behalf of its office.

These general conditions shall be considered to be incorporated into the applications and/ or offers of transport organization services, and shall regulate principally the legal relations between Martico, S.L. and the cliente as not expressly provided for in the particular conditions agreed between the parties on the occasion of the specific service being contracted.

3.- ACCEPTANCE.-

The client expressly agrees to submit any service or contracted with the freight forwarder to these legal conditions, which will apply between the parties by invalidating any previous agreement on the same subject matter, except as provided in the particular conditions, which will have preferences about the general ones, even in case of discrepancy if any..

The sending of any request for the services or the acceptance of the offers of services will be considered for all purposes as full acceptance of these general conditions by the customer.

4.- GENERAL OBLIGATIONS OF THE CUSTOMER.-

4.1.- The client, and/or if applicable, his agents or managers, guarantee the freight forwarder the accuracy of the declaration of the goods with regard to their characteristics, description, marks, number, quantity, weight, volume. In any case, the client will compensate the freight forwarder for all the losses, damages, breakdowns, penalties and/or expenses that the freight forwarder may incur as a consequence of the inaccuracies that may have been made in the declaration; they will also be responsible for the expenses, damages and losses that may arise from

the verification or inspection of the declared data and/or the goods by the Authorities and/or transporters of the different countries or modes by which the goods transit. Additionally, the forwarding agent reserves the right to make, at the time of receipt of the goods, any reservations he deems appropriate or necessary. The responsibility assumed by the customer also extends to the other figures with whom he may act, if they are different persons.

4.2.- The client, and/or in its case, its agents or managers, will be responsible for all losses, damages, breakdowns and expenses derived from the inadequate, defective or badly used packaging of the goods. The customer will also be responsible for any damage or breakdown caused to the handling equipment or means of transport, as well as for any expenses incurred as a result of defective or inappropriate packaging. In this regard, the forwarding agent reserves the right to make the appropriate reservations regarding the packaging of the goods at the time of receipt of the goods.

4.3.- The customer and/or, where applicable, his agents or representatives, shall be obliged to inform the forwarding agent in advance of the inflammable, explosive or dangerous nature of the goods to be transported, stored or handled, as well as of any exceptional precautions to be taken. The forwarding agent shall not be presumed to be aware of such circumstances, and express provision shall be made for their handling and safety conditions. In case of omission or insufficient information on the subject, the customer will be responsible for the damages and expenses produced in the goods and those produced, directly or indirectly, to the freight forwarder by its shipment, storage or manipulation. Not having known and expressly accepted its transport, storage or handling of the goods of an inflammable, explosive or dangerous nature, the forwarding agent shall be entitled, prior to unloading, to unload, destroy or neutralize the goods, without the customer or the recipient of the goods having any right to compensation for this.

4.4.- The customer's warranties and obligations set out in the previous points are extended in the case of shipments to the USA. or any other country requiring a higher or more demanding standard, the requirements for prior information and documentation necessary for importation into that country that are required at any time by it, responding to the customer's accuracy and timeliness, taking care

of any expenses, damages and damages that may arise from its non-compliance, without thephysitarian being responsible for the consequences arising from nor having been able to informtheaduana that it is the nature of the shipment with the prescribed advance or of failures in the import documentation. In the event of omission or insufficient information, the customer will be liable for the damage caused bythegoods, having the highcompany the right toreimburse themselves from the expenses that for that reason are caused and exempt from any liability if the goods have to be unloaded, destroyed or neutralized, as circumstances require and without compensation to the sender and /or recipient.

4.5.- The customer must pay the service in the form of payment and expected deadlines. In any case, the goods transported to or received by the freight forwarder are responsible for the payment of the freight, freight and expenses that their transport or handling would have generated, regardless of where they are located and who is entitled to them. This liability translates into a right of retention, deposit and pledge that the Transitario can articulate in the legally planned manner, until the collection of its invoices is achieved.

4.6- The customer is responsible for the delivery of the goods as agreed with the freight forwarder. The performance of the contract of carriage shall be understood to be that there is an impediment to delivery where the goods are confiscated, or blocked by the port authorities, or by the customs authorities, at the place of destination, or in transit, or at any stopover; it shall also be understood that there is an impediment to delivery where the consignee or consignee of the goods is not located, or refuses in whole or in part, or does not present the corresponding document to take care of them, or refuses to pay the freight or freight, and must do so. In these cases, the freight forwarder will immediately notify the customer requesting instructions. The freight forwarder may constitute the warehouse of the goods at the customer's own risk, in accordance with the Laws or uses of the place provided for delivery, or anywhere else that in his opinion, will result in the safest or most effective warehouse, then complying with the obligation of delivery. In the absence of specific instructions, the freight forwarder will act according to his best criteria, even proceeding to the abandonment, destruction or reshipment of the goods at source, accruing the corresponding costs, at the expense of the customer. In case of impediments in

the delivery of the goods, as described, any expenses accrued by a change of consignment, delays, deposit, return, destruction or any measures that should be taken on the goods will be taken on the customer's account and charge.

5.- GENERAL OBLIGATIONS OF THE FREIGHT FORWARDER.-

5.1.- The freight forwarder undertakes to organize at its own discretion the transport, handling, hauling and storage of the goods entrusted to him, in the most appropriate manner and using due diligence, unless he receives from the customer express instructions regarding how to organize any of the services mentioned.

5.2.- For the purpose of organizing the services described in paragraph 5.1 above, and unless instructed otherwise by the customer, the candidate may select and hire third parties acting in their capacity as freight forwarders, carriers, warehouse operators, customs agents and others requiring the transport, storage, handling and delivery of goods, all of which shall be considered agents independent of the freight forwarder.

The shipping company will be chosen by the customer among the proposals by the freight forwarder

The goods will be entrusted to such third parties subject to the terms and conditions, such as limitations of liability for loss, damage, expense or delay in delivery, which are set out in the routings, bills of lading and receipts extended by such freight forwarders, carriers, warehouse operators and others.

5.3.- Letters of transport or bills of lading corresponding to the effective execution of all or part of the transport, warehouse or other activity necessary for the final execution of the shipment of the goods, shall be available during their validity.

6.- LIMITATION OF LIABILITY.-

6.1.- The freight forwarder shall be liable to the customer only for losses and damages of the goods arising from a breach of its contractual obligations and those legal obligations that may be attributed to it, in accordance with Article 590 of the United Mexican Code of Commerce. The liability of the freighter for

this concept shall be understood to start from the moment he receives the goods and to the effective delivery of the goods to the customer, the recipient or the authorized representative of any of these, or to the carrier who carries the transport of the goods to their final destination.

6.2.- In the event that the registry is held liable for damages caused by the failure to deliver the goods within the estimated time limit set out in the transport documentation or for any loss or indirect damage other than that of loss or damage to the good, shall be limited to the damages that such delay would have caused without in any event its liability being beyond the amount corresponding to the remuneration to be paid under the contract concluded with the Transit carrier. In no case will the loss of market value of the goods be covered.

6.3.- These limitations shall apply to all claims against the party, regardless of whether the claim is based on contractual or non-contractual liability. *iones que se dirijan contra el t*

6.4.- Where liability arises in fact or acts occurring during the execution of the transport, if the registry is to be subrogated therein, it shall in no case exceed the liability assumed against it, railway, navigation, air, road transport, warehouses or any other intermediary involved in the course of transport, in accordance with the international regulations and conventions in force.

6.5.- In any case, the forwarding agent reserves his right to repeat against any third party directly responsible for the total or partial loss or damage to the goods.

6.6.- Any legal action against the Transitario and/or its employees, either jointly or individually, for loss or damage to the goods, shall be subject to the limitations set forth in the preceding paragraphs.

7.- DISCLAIMER.-

7.1.- The Freight forwarder shall be exempt from any liability if the choice of third parties acting in its capacity as carriers, freight forwarders, warehouse operators, customs agents and others requiring the transport, storage, handling and delivery of the goods, has taken place in accordance with the instructions received from the customer. You will also be exempt from any liability when the transport instructions have been transmitted to the third parties subcontracted in

accordance with the transfer order given by the customer. In such cases, the registry may waive the exercise of its rights against such third parties by ceding them in favour of the client.

7.2.- The freight forwarder shall not be liable for the loss or damage to the goods, unless such loss or damage occurs while the goods are in their custody.

7.3.- The freight forwarder will not be liable if the goods have been transported by the customer or his representative.

7.4.- The freight forwarder shall not be liable for the consequences arising from loading or unloading operations that have not been carried out by it.

7.5.- The freight forwarder shall not be liable for loss, damage or expenses arising in connection with the number, content, weight, marks or description of the goods.

7.6.- The freight forwarder shall not be liable for any loss or expense that the client may incur, such as loss of profits, loss of customers, fines, losses due to depreciation or penalty clauses, fluctuations in currency exchange, fees or taxes increased by the Authorities, in which the customer may incur in connection with the contracted transport.

7.7.- The freight forwarder shall also not be liable for any loss or damage that the goods may suffer if any of the following circumstances occur:

(i) Fault or negligence of the customer or his authorized representative.

(ii) Packaging, labeling and stipulating defective or the absence thereof, if it is committed and where it has not been the responsibility in charge of carrying out the packaging, marking and stowing of the goods. In addition, the registry shall not be responsible for the packaging of the goods from which it cannot verify the contents. +

(iii) Insufficiency or imperfection of trademarks

(iv) Force majeure, in particular:

- Of the acts, negligence or misconduct of the captain, sailor, pilot or personnel intended by the carrier for navigation or administration of the vessel.

- War, rebellion, revolution, insurrection, usurpation of power or confiscation, nationalization or requisition for or under the orders of a government or one to public or local authority.
- Strike, *lock-outs* and other labor disputes that affect work.
- Damage caused by nuclear power.
- Fire, unless caused by the fact or lack of the carrier.
- From war facts
- Natural disasters.
- From the fact of public enemies
- From riots or civil disturbances

(v) Quarantine restriction

(vi) Theft.

(vii) Rescue or attempt to save lives or property at sea. No change of route to save or attempt the rescue of lives or property at sea, nor any reasonable change of route, shall be deemed to be a breach of the freight forwarder for any purpose or the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom.

(viii) Circumstances which the forwarder could not have avoided and whose consequences he could not foresee.

(ix) Decrease in volume or weight or any other loss or damage resulting from hidden defects, special nature or vice of the goods.

(x) Any other cause that does not come from the fact or lack of the carrier, or in fact or lack of agents or processors. The freight forwarder shall not be liable for any loss or damage suffered by the carrier or vessel, and which come from or result from any cause, without the record, fault or negligence of the shipper, its agents or its managers.

(xi) Other grounds of exemption set forth in the existing conventions or legal provisions.

The costs of the test shall be borne by the person claiming the benefit of this exception, and it shall be for him to demonstrate that the loss or damage has not been caused by personal misconduct, the carrier, or by lack or facts of the agents or processors.

8.- INSURANCE.-

8.1.- The freight forwarder will not guarantee any loss or damage that may be caused to the goods during handling, storage or transport, unless the customer specifically instructs him in writing. In this case, the freight forwarder will proceed to take out the appropriate insurance on behalf of and at the expense of the client acting as an agent.

8.2.- In the event that insurance coverage has been signed at the customer's request, the general conditions for transport shall be in place of the policy covering the transport and/or storage.

9.- CLAIMS.-

9.1.- At the time of delivery of the goods, the recipients must check the conditions in which they are located, as well as that the quantity, number and weight of the packages correspond to the data entered in the transport documentation, and should immediately inform the carrier of any defect or apparent loss in any part.

9.2.- In the event that any irregularity or loss is not immediately observed by the recipient of the goods, the recipient must record his reservations in writing in the terms and conditions indicated in the letters of carriage, bill of lading etc., or failing that, in the terms and conditions established in the rules, international or national, which regulate the mode of transport in question. Otherwise you will lose the right to make any claim against the forwarder.

9.3.- Unless the law applicable to the contract required, or a time limit or a system for calculating the different deadlines, the limitation period for actions arising from the contract of carriage shall be one year and shall begin to count from three months from the date of conclusion of the contract, or from the day fixed and in the invoice as the date of payment..

9.4.- Any action against the freight forwarder based on own errors or omissions, or defective performance of the contract entrusted to him or delivery of goods,

shall also be prescribed per year; in these cases, the period shall start from the day on which the goods were delivered to their destination or should have been delivered, whatever the later date.

9.5.- The freight forwarder will not be liable for damages if the recipient has not brought in the form, conditions and legal deadlines, the corresponding reservations or has complied with the requirements that make it possible to exercise the return or repetition route.

9.6.- In no case may the payment of invoices due to the freight forwarder, including costs and expenses, be withheld as a result of claims or claims arising from reservations made by the customer for alleged losses or damage to the goods.

10.- RIGHT OF RETENTION.-

Regardless of any reason, the Secretary has the right in general and in particular to retain the goods transported from customers who have not paid the amounts due to them under the services entrusted to it. You may enforce this right by any means it deems appropriate and admissible under the law. If the goods are lost or destroyed, the forwarding agent shall have the same rights as mentioned above in respect of compensation to be paid by insurance companies, transport companies or others.

11.- APPLICABLE LAW.-

The services provided by the freight forwarder shall be governed by and construed, first, by the rules and referrals contained in the transport document that implements it (letter of carriage, bill of lading, "booking confirmation", etc.); secondly these General Conditions and, finally, by the national or international rule in force in Spain applicable to the mode of transport actually used or to the contract concluded. Domestic or cabotage maritime transport shall in any event be governed as if it were an international maritime

transport. Under no circumstances will the freight forwarder be subject to foreign standards

12.- COMMITMENT CLAUSE.-

The parties to intervene freely and voluntarily agree that all disagreements, divergences or disputes arising out of this contract, where the dispute does not exceed 50,000 euros, shall be resolved through the mediation of the Court of Arbitration and Mediation of Valencia, before resorting to arbitration, trial or other dispute resolution proceedings. In the absence of resolution of disagreements within 60 days of filing the request for mediation, or at the expiration of another period that has been agreed in writing by the parties, such disagreements shall be definitively resolved by Arbitration of the Court of Arbitration and Mediation of Valencia, which is entrusted with the administration of the arbitration and the appointment of the arbitrators, in accordance with its Rules and Statutes, expressly committing to its compliance.

In disputes in excess of 50,000.-a,-a., the claimant in the dispute shall be submitted to arbitration at the *Swiss Chambers Arbitration Institution*, Arbitration Institution of the SwissChambers (SCAI) in Geneva, in accordance with its operating rules..

13.- INDEPENDENCE.-

The terms of these general terms and conditions of engagement are independent of each other. In the case or where any part of these conditions is declared invalid, the remaining ones will not be affected.