

GENERAL CONDITIONS OF MARITIME TRANSPORT CONTRACT

These General Conditions are available to our clients both at the offices of Martico, S.L. as on our website: www.martico.com

1.- DEFINITIONS. -

1.1. FREIGHT FORWARDER:

Martico, S.L., with address at Paseo de la Alameda 34, 5 ° A. 46023 Valencia, Spain and C.I.F B46349494, is defined as the freight forwarder who, on behalf of his client, assumes the obligations derived from the transport organization services as defined below, in exchange for a price.

1.2. TRANSPORTATION ORGANIZATION SERVICES:

The transport organization services to which these general contracting conditions apply are all those that, required by the client and that Martico, S.L. is directly obliged to organize, being carried out with their own means or with external means-, are not included within the scope of action of Martico, S.L. under the agency contracts signed with its principals.

For the performance of these services, Martico, S.L. will charge the price that is established by mutual agreement and that will appear in the particular conditions, which are indicated in the quotation sent by Martico SL, as an offer, in the client's confirmation email, in the specification of the loading possibilities and its acceptance, as well as in the confirmation document or "booking confirmation" that Martico SL sends as the closing of the operation to the client.

1.3. CONTENT OF THE SERVICES:

The contracted transport organization services will be those that in each case are reflected in the request for services that the Client sends to Martico, S.L. and in the offer of services that the latter provides to the former according to the procedure described or another that between the parties jointly reflects the agreed contracting conditions.

1.4. CLIENT:

Any natural or legal person who is interested and contracts with Martico, S.L. a transport organization service, and against whom it assumes the obligations derived from the contract. The customer can, therefore, act on their own behalf or on behalf of third parties, and act and even accumulate the status of depositor, shipper, dispatcher, or recipient. Even concerning eventual collect freight, the customer assumes the payment of the Freight Forwarder's invoices.

1.5. PAYMENT:

The payment of the price will occur in accordance with what is specially agreed in each case in the documents that establish the contract. In the absence of an agreement, it must be carried out in accordance with the rates in force at the time of acceptance of the offer by the client and within the limits provided therein. If there are no fees, the contracting will be carried out at the usual or market prices corresponding to the place where it is carried out. Additional expenses that may occur as a result of events or circumstances subsequent to the contracting date or, where appropriate, to the issuance date of the shipment, will be paid by the client, proved they are duly justified and are not due to 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 done in cash, except for special conditions previously agreed.

2.- SCOPE OF APPLICATION:

These general conditions apply exclusively when Martico, S.L. acts or intervenes as a freight forwarder. Therefore, they are not applicable when Martico, S.L. acts or intervenes as an agent, for and on behalf of its principal.

These general conditions shall be considered incorporated into the requests and/or offers of transport organization services, and shall govern the legal relations between Martico, S.L. and the client in all matters not expressly provided for in the particular conditions agreed between the parties for the specific contracted service.

3.- ACCEPTANCE. -

The client expressly agrees to submit any service contracted with the freight forwarder to these general conditions, which shall apply between the parties, invalidating any other previous agreement on the same object, except as provided in the particular conditions, which will have preference over the general ones, even in case of discrepancy, if any.

The remission of any service request or the acceptance of service offers shall be deemed to all intents and purposes as full acceptance of these general conditions by the client.

4.- GENERAL OBLIGATIONS OF THE CLIENT. -

4.1.- The client, and / or its agents or managers, guarantee to the freight forwarder the accuracy of the declaration of the goods with regard to their characteristics, description, brands, number, quantity, weight, volume. In any case, the client will compensate the freight forwarder for all losses, damages, breakdowns, penalties and / or expenses that the freight forwarder may incur as a result of the inaccuracies that have been made in the declarations. They are also responsible for the expenses, damages and losses arising from the verification or inspection of the declared data and / or goods by Authorities and / or carriers of the different countries or modes through which the cargo transits. Additionally, the freight forwarder reserves the right to make, at the time of the reception of the goods, the reservations that it deems appropriate or necessary. The responsibility assumed by the client also extends to the other figures with whom he can act if they are different people.

4.2.- The client, and / his agents or representatives, will be responsible for all losses, damages, breakdowns and expenses derived from the inadequate, defective or improper packaging of the goods. The client will also be liable for damages, losses and breakdowns caused to the handling equipment or means of transport, as well as costs incurred due to defective or inadequate packaging. In this sense, the freight forwarder reserves the right to make, at the time of the reception of the goods, the appropriate reservations regarding the packaging of the goods.

4.3.- The client, and / or, if applicable, their agents or managers, will be obliged to previously inform the freight forwarder about the flammable, explosive or dangerous nature of the goods being transported, stored, or handled, as well as the exceptional precautions that, where appropriate, must be adopted. It will not be presumed that the freight forwarder is aware of such circumstances, and express provision shall be made for their handling and safety conditions. In case of omission or insufficient information in this regard, the client will be responsible for the damages and expenses caused to the and those caused, directly or indirectly, to the freight forwarder due to their shipment, storage, or handling. Not having known and expressly accepted its transport, storage, or handling of the cargo of a flammable, explosive or dangerous nature, the freight forwarder will be empowered to, prior to unloading/discharge, destroy or neutralize the goods, without the client or the recipient of the cargo being entitled to any compensation for this concept.

4.4.- The guarantees and obligations of the client included in the previous points are extended in the case of shipments to the US or any other country that requires a higher or more demanding standard, to the requirements of prior information and documentation necessary for the importation into that country that is required by the same at any time, being the client responsible for its accuracy and timeliness, taking charge of any expenses, damages and losses that may arise from its non-compliance, without the freight forwarder being responsible for the consequences derived of not having been able to inform the customs in question of the nature of the shipment with the prescribed advance notice or failures in the import documentation. In the event of omission or insufficient information, the client will be liable for the damages caused by the goods, having the freight forwarder the right to reimburse himself for the expenses caused by such reason and being exempt from any liability if the goods had to be unloaded, destroyed or neutralized, as required by the circumstances and without any compensation to the sender and / or consignee.

4.5.- The client must pay for the service in the form and terms of payment and deadlines provided. In any case, the goods transported to or received by the freight forwarder are responsible for the payment of the freight, carriage and expenses that their transport or handling may have generated, regardless of where they are located and who has the right over them. This responsibility translates into a right of retention, deposit and pledge that the Freight Forwarder can articulate in the legally foreseen 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. In the execution of the contract of transport, it will be understood that there is an impediment to delivery when the goods are seized or blocked by the Port authorities, or by the Customs authorities, at the place of destination, or in transit, or in any other place. It will also be understood that there is an impediment to delivery when the consignee or recipient of the goods cannot be found, or refuses them in whole or in part, or does not present the corresponding document to take care of them, or refuses to pay the freight, having to do it. In these cases, the freight forwarder will immediately notify the customer asking for instructions. The freight forwarder may constitute a deposit of the goods on behalf of and risk of the client, in accordance with the Laws or uses of the place foreseen for delivery, or in any other place which, in Freight Forwarder`s opinion, will be the safest or most effective deposit, thus complying with the delivery obligation. In the absence of specific instructions, the freight forwarder will act according to his best judgment, even proceeding to the abandonment, destruction, or return of the goods to origin, accruing the corresponding costs, at the customer's expense. In the event of impediments in the delivery of the goods, as described previously, any expenses incurred by a eventual change of consignment, delays, deposit, return, destruction, or any measures that should be taken on the goods will be borne by the customer.

5.- GENERAL OBLIGATIONS OF THE FORWARDER.-

5.1.- The freight forwarder undertakes to organize at its own discretion the transport, handling, haulage, and storage of the goods entrusted to it, in the most appropriate manner and with due diligence, unless it receives express instructions from the client. regarding the way to organize any of the aforementioned services.

5.2.- For the purpose of organizing the services described in paragraph 5.1 above, and unless otherwise instructed by the client, the freight forwarder may select and contract third parties who act as freight forwarders, carriers, warehouse operators, customs agents and others required for the transport, storage, handling, and delivery of the goods, all of whom shall be considered independent agents of the freight forwarder.

The shipping line will be chosen by the client among those proposed 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, expenses or delay in delivery, which are established in the waybills, bills of lading and receipts issued by such freight forwarders, carriers, warehouse operators and others.

5.3.- The waybills 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, will be available during their validity.

6.- LIMITATION OF LIABILITY.-

6.1.- The freight forwarder will be liable to the customer only for loss and damage to the goods that result from a breach of his contractual obligations. The responsibility of the freight forwarder for this concept shall be understood to begin from the moment the goods are received and until the actual delivery of the goods to the customer, the recipient or the authorized representative of any of these, or the carrier that carries out the transport of the goods to its final destination.

6.2.- In the event that the freight forwarder was declared liable for the damages caused by the failure to deliver the goods within the estimated time of arrival set in the documentation related to the transport or for any loss or indirect damage other than loss or damage to the goods, it will be limited to the damages that such delay would have caused without, in any case, its responsibility exceeding the amount corresponding to the remuneration payable under the contract entered into with the freight forwarder. In no case will the loss of market value of the goods be covered.

6.3.- These limitations will apply to all claims made against the freight forwarder, regardless of whether the claim is based on contractual or extra-contractual liability.

6.4.- When the responsibility derives from a fact or acts that occurred during the execution of the transport, if the freight forwarder is subrogated, in no case will it exceed the responsibility assumed against it, the railway, navigation, air companies, road transport, warehouses or any other intermediary involved in the course of transport, in accordance with the regulations and international conventions in force.

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

6.6.- Any legal action against the Freight Forwarder and / or against his employees, either jointly or individually, for loss or damage to the goods, will be subject to the limitations established in the previous paragraphs.

7.- LIABILITY EXCLUSIONS.-

7.1.- The Freight Forwarder will be exonerated from any responsibility if the choice of third parties acting in their capacity as carriers, freight forwarders, warehouse operators, customs agents and others who require the transport, storage, handling and delivery of the goods, has had place in accordance with the instructions received from the client. He will also be exonerated from any responsibility when the transport instructions have been transmitted to the subcontracted third parties in accordance with the transport order given by the client. In such cases, the freight forwarder may waive the exercise of his rights against said third parties, assigning them in favor of the client.

7.2.- The freight forwarder will not be responsible for the loss or damage to the goods unless such loss or damage occurs while the goods are in his custody.

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

7.4.- The freight forwarder will not be responsible for the consequences arising from loading or unloading operations that have not been carried out by him.

7.5.- The freight forwarder will not be responsible for loss, damage or expenses arising with regards to the number, content, weight, brands, or description of the goods.

7.6.- The freight forwarder will not be responsible for any loss or expense that the client may incur, such as loss of profits, loss of clients, fines, losses due to depreciation or penalty clauses, fluctuations in currency exchange, rates or taxes increased by the Authorities, which may be incurred by the client in relation to the contracted transport

7.7.- The freight forwarder will not be responsible for the loss or damage that the goods may suffer if any of the circumstances detailed below occurs:

(i) Guilt or negligence of the client or his authorized representative.

(ii) Defective packaging, labeling and stowage or the absence thereof, as long as the freight forwarder has not been in charge of carrying out the packaging, marking and stowage of the goods. Likewise, the freight forwarder will not be responsible for the packaging of the goods of which he cannot verify the content.

(iii) Insufficiency or imperfection of trademarks

(iv) Force majeure, particularly:

- of acts, negligence or fault of the captain, sailor, pilot or of the personnel assigned by the carrier to navigation or to the administration of the ship.
- War, rebellion, revolution, insurrection, usurpation of power or confiscation, nationalization, or requisition by or under the orders of a government or a public or local authority.
- Strike, lock-outs and other labor disputes that affect work.
- Damage caused by nuclear energy.
- Fire, unless it was caused by the fact or fault of the carrier.
- of facts of war
- Natural disasters.
- From the fact of public enemies
- from riots or civil disturbances

(v) Quarantine restriction

(vi) Theft.

(vii) Rescue or attempt to save life or property at sea. No change of route to save or attempt to save life or property at sea, nor any reasonable change of route, will be considered as an infringement of the freight forwarder for any purpose or of the contract of carriage, and the carrier will not be responsible for any loss or damage resulting therefrom.

(viii) Circumstances that the freight 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 inherent defect of the goods.

(x) From any other cause not arising from act or default of the carrier, or from act or default of the carrier's agents or servants. The freight forwarder shall not be liable for any loss or damage suffered by the carrier or the vessel, arising or resulting from any cause whatsoever, without act, fault or neglect of the shipper, its agents or person in charge.

(xi) Other causes of exoneration established in the agreements or legal provisions in force.

The burden of proof/cost of the evidence lies on the person who claims the benefit of this exception, and it will be up to him to demonstrate that the loss or damage has not been produced by personal fault, fact of the carrier, nor by fault or acts of the agents or those in charge of the carrier.

8.- INSURANCE.-

8.1.- The freight forwarder will not insure the loss or damage that may be caused to the goods during its handling, storage, or transport, unless the client specifically instructs it in writing. In this case, the freight forwarder will proceed to contract the appropriate insurance on behalf of the client, acting as agent.

8.2.- In the event that insurance coverage has been subscribed at the client's request, the general conditions for transport will be adjusted with those of the policy covering transport and / or storage.

9.- CLAIMS.-

9.1.- At the time of delivery of the goods, the recipients must verify the conditions in which they are found, as well as that the quantity, number and weight of the packages correspond to the data consigned in the documentation regarding transport and must immediately inform the freight forwarder about any apparent defect or loss in any piece.

9.2.- In the event that any irregularity or loss is not immediately observed by the receiver of the goods, he must record his reservations in writing in the terms and conditions indicated in the waybills, bills of lading, etc., or failing that, under the terms and conditions established in the international or national standards that regulate the mode of transport in question. Otherwise, he will lose the right to make any claim against the freight forwarder.

9.3.- Any action against the forwarder based on his own errors or omissions, or defective performance of the contract entrusted to him or delivery of goods, shall also be barred after one year; in these cases, the period shall start to run from the day on which the goods were delivered to their destination or should have been delivered, whatever the later date.

9.4.- Any action against the freight forwarder based on own errors or omissions, or defective fulfillment of the contract that has been entrusted to him or delivery of goods, will also prescribe one year; In these cases, the period will begin to run from the day 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, upon delivery of the goods, the consignee has not filed the corresponding reservations in the manner, conditions and legal terms or has failed to comply with the requirements that make eventual recourses/appeals, possible, including recovery actions against shipping line.

9.6.- In no case may the payment of the invoices due to the freight forwarder be withheld, including costs and expenses, because of demands or claims rose from reservations made by the client for alleged loss or damage to the goods.

10.- RIGHT OF LIEN.-

Regardless of any reason, the freight forwarder has the right in general and in particular to retain the goods transported from customers who have not paid the amounts owed due to the services entrusted to them. MARTICO may enforce this right by any means he deems appropriate and are admissible under the law. If the goods are lost or destroyed, the freight forwarder will have the same rights mentioned above with respect to eventual indemnities being paid by insurance companies, transport companies or any others.

11.- APPLICABLE LAW.-

The services provided by the freight forwarder will be governed and interpreted, firstly, by the rules and references contained in the transport document (bill of lading, "booking confirmation", etc.); secondly, by these General Conditions and, finally, by the national or international laws in force in Spain, applicable to the mode of transport actually used or to the contract entered into. National maritime transport or cabotage transport will be governed in any case as if it were international maritime transport. In no case will the freight forwarder be subject to foreign regulations.

12.- COMMITMENT CLAUSE.-

The intervening parties freely and voluntarily agree that all disagreements, divergences, or litigious issues arising from this contract, when the controversy does not exceed € 50,000, will be resolved through the mediation of the Court of Arbitration and Mediation of Valencia, before resorting to arbitration, trial or other conflict resolution procedure. In the absence of resolution of the disagreements within the 60 days following the presentation of the request for mediation, or the expiration of another term that has been agreed in writing by the parties, said disagreements will be definitively resolved through Arbitration of the Court of Arbitration and Mediation of Valencia, which is entrusted with the administration of the arbitration and the appointment of arbitrators, in accordance with its Regulations and Statutes, expressly committing to its compliance.

In disputes whose amount exceeds € 50,000, the plaintiff in the dispute will submit to arbitration at the *Swiss Chambers Arbitration Institution*, Swiss Chambers Arbitration Institution (SCAI) in Geneva, in accordance with its operating rules.

12.- INDEPENDENCE.-

The terms of these general contracting conditions are independent of each other. In the event that any part of these conditions is declared invalid, the rest will not be affected.