

STANDARD TERMS AND CONDITIONS OF ENGAGEMENT OF HIRUTRANS GARRAIOAK, S.L.**SCOPE OF APPLICATION OF THESE TERMS AND CONDITIONS:**

These Standard Terms and Conditions apply to all the logistical services offered by the Company **HIRUTRANS GARRAIOAK, S.L. (hereinafter "HTG Express")** by land, air and inland waterway, both in Spain and abroad, whether in its capacity as a Freight Operator, carrier, forwarding agent, transport agency, IATA Agent, freight broker under contract, warehouse, logistics operator or provider or any other activity related to freight transport.

These Standard Terms and Conditions for Logistics Services form a binding part of the service provision contract between the Customer and the Company, committing the parties to full compliance therewith, since they are included in the contract documentation and accompany its execution, whereupon the Customer may access the full text thereof through the attached file it receives for such purpose or the direct link to the **HTG Express** website (www.htg-express.com). In all cases, the Customer undertakes to fully comply therewith, even when express mention is not made thereto in the telephone or telematic communications that may be made when the service is requested.

Likewise, they are available to the general public at **HTG Express's** headquarters in Spain and are also registered at the Property Registry of Gipuzkoa.

The Customer also undertakes to inform third parties that may engage or collaborate therewith of the existence, validity and acceptance of these Terms and Conditions.

In the event of not accepting these Standard Terms and Conditions, the Customer shall provide express written and reliable notice thereof to **HTG Express** and, in all cases, in good time before the start of the provision of the service engaged in each case. If this is not done within said time frame and via the aforementioned means, they shall be deemed to be validly included in the service provision contract entered into in each case.

DEFINITIONS:

a) **a) Company:** makes reference to Hirutrans Garraioak, S.L., hereinafter "HTG Express". The Company is a Freight Operator and IATA Agent which, whether under the commercial name of forwarding agent, transport agency, warehouse-distributor, logistics operator or freight broker under contract, acts as an intermediary in the engagement of freight transport, acting as an organisation interposed between Shippers and Carriers, which engages both on its own account. It is liable to the Customer/Shipper for the complete fulfilment of the transport as Shipper and shall be liable to the effective Carrier as Customer/Shipper.

b) Customer/Shipper: engages **HTG Express** on its own behalf to receive its transport services and receives the service quote or proposal and the related correspondence and communications. The Customer/Shipper is responsible for the full payment of the services requested from/provided by the Company. Hereinafter, "Customer" or "Shipper" may be used indistinctly and shall be understood to mean "Customer/Shipper".

Last version 21/09/17

c) Sender/Consignor: delivers the goods at source or at the agreed place of loading and appears as such in the bill of lading. It may coincide with the role of Shipper or act on its own account.

d) Carrier: assumes the obligation of providing the transport on its own behalf, regardless of whether it executes it by its own personal and material means or engages the provision thereof with third parties.

e) Effective Hauler or Carrier: the owner of a Company specially envisaged and equipped for the material provision of the engaged freight transport using its own personal and material means and which, for such purpose, has one or more means of transport, either owned or by virtue of any other title permitted under the legislation in force. It may also be a natural person who fulfils the necessary conditions for the material provision of freight transport.

f) Consignee/Recipient: the person to whom the effective Carrier must deliver the goods at the place of destination. It may coincide with the role of Shipper.

g) Shipment: the amount of goods, packaging and support of the load included, which a Shipper/Sender/Consignor delivers simultaneously to the effective Carrier for transport thereof.

h) Package: each differentiated material loading unit that comprises the goods to be transported, regardless of its volume, dimensions and content. When the goods that comprise the Package are packaged, the packaging shall be deemed to form an integral part of the Package.

1. GENERAL PROVISIONS

1.1. The Customer accepts that **HTG Express** may subcontract the provision of its services to third parties that will act as carriers, freight transport agents, freight agents, transport agencies, freight brokers under contract, warehousemen, depositories or that carry out any other logistics activities related to freight transport.

1.2. The goods transported in the shipment entrusted to **HTG Express** shall be generally traded goods and their value shall not exceed €300,000, unless the parties expressly agree otherwise. In the sphere of land transport, the Company accepts the shipment of hazardous goods (except explosive or radioactive goods), based on the exemptions envisaged in the ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road). In all cases, the Customer/Shipper/Sender shall duly inform that it is requesting the transport of this type of goods.

The goods transported must be duly packaged, stowed and packaged in accordance with their nature. The Shipper is exclusively responsible for adequately performing said operations.

In all cases, the goods shall not be included on the following list, except with the express written agreement of the parties -save for the last exception, which is not subject to exception-:

Goods: Explosive, radioactive, tobacco, live animals, collections, works of art, silk, pool coupons, lottery tickets, stamps, coupons, coins, securities and any document or object with

Last version 21/09/17

face or payment value, vehicles, removals and personal belongings, and any goods whose sale is illegal.

HTG Express requires the transported goods to comply with the foregoing. If the aforementioned condition is fulfilled, the Company shall be held liable for damages to the goods provided that its liability is duly proven under the legislation in force.

Upon contracting the transport service with **HTG Express**, unless otherwise expressed in writing -in an irrefutable manner by the Customer prior to the start of the corresponding transport service-, it is presumed that the goods transported are "OK to transport".

In the event of breach of this clause, i.e. transport of goods on the Customer's behalf that are not "OK to transport" without any prior declaration whatsoever from the Customer -made in the indicated manner-, **HTG Express** shall be completely exonerated from any type of liability related to the aforementioned goods in those cases where the Customer has been given prior express warning that said goods cannot be transported and that it has not made any declaration in this regard -although obliged to do so-, whereupon the Customer shall be solely liable for any damages that the goods could suffer and/or cause to **HTG Express** and/or third parties.

1.3. The parties accept that **HTG Express** may freely choose the itineraries, means and modalities of transport (dedicated, combined and other) which, in its opinion and in compliance with the legislation in force in each country, are the most appropriate for the transport and/or delivery of the goods under the best conditions and as agreed. The parties accept the transfer of goods.

1.4. **HTG Express** shall give the Customer a tentative or estimated pickup and delivery time of the goods, taking into account the normal route conditions and undertaking to make every effort to fulfil them. The non-observance thereof shall not be considered nonfulfilment of the service engaged by the Client.

1.5. With regard to customs clearance and/or the fulfilment of the administrative formalities that are mandatory for the provision of the engaged transport, **HTG Express** shall be exonerated from any type of liability for any unforeseeable and/or unavoidable delays beyond the Company's control.

1.6 Pallets shall not be exchanged unless round-trip transport is contracted.

1.7. The goods may be insured by paying the corresponding premium in accordance with the instructions received from the Customer/Shipper/Sender and/or Recipient in writing and, as appropriate, over the platform enabled for such purpose by the Company. In all cases, the goods shall be received, shipped, reshipped, transported, transferred, grouped, loaded, stored, handled, delivered and, as appropriate, insured, under the terms, conditions and limitations of those to which the Company entrusts the material execution of each of said operations.

1.8. The transport shall be stated in a Transport Document. As many Transport Documents as "services" or shipments are executed shall be issued and a Transport Document per vehicle. When the parties so agree and if the necessary means for issuing, acknowledging and validating

Last version 21/09/17

them exist, the Transport Document may be issued by electronic means pursuant to the legislation in force.

1.9. If the transport cannot be provided under the agreed-upon terms and conditions for duly justified causes or if the recipient does not take charge of all or part of the goods, **HTG Express** shall inform the Customer/Shipper and request the relevant instructions.

When it is not possible to ask the Customer/Shipper for instructions for causes beyond the Company's control or, having requested them, they are not provided, **HTG Express** shall adopt the reasonable and proportional measures it deems appropriate to ensure the success of the operation and avoid incurring expenses. For such purpose, **HTG Express** may acknowledge the lack of instructions from the Client/Shipper if more than two (2) hours have elapsed since it requested them without having received them.

The measures may consist, for illustrative and non-limiting purposes, of the following: (i) Returning the shipment to its source; (ii) Depositing it in a secure warehouse or with the competent judicial body or Transport Arbitration Board; (iii) Transporting it to its destination under conditions other than those initially agreed upon; (iv) Submitting a request to the competent judicial body or Transport Arbitration Board to sell the goods, pursuant to the legislation in force; (v) Requesting the declaration of abandonment of the goods in favour of the State Tax Agency or corresponding body.

The proceeds of the disposal of the sale goods shall be made available to the party entitled thereto, after having discounted the expenses incurred and obligations arising from the transport contract.

The costs and damages arising from the request for and execution of instructions or, where applicable, the lack or delay in the issuance thereof, shall be borne by the Customer/Shipper or Recipient or whoever is entitled to provide them.

For the purpose of the foregoing, "secure warehouse" shall be understood to be that located at ports, stations, airports or other places, whether public or private, which are legally established or authorised to provide said service.

1.10. **HTG Express** shall be liable for the election of and instructions provided to subcontracted third parties such as carriers, freight agents or warehouse operators, but shall be exonerated from any liability if the third party was elected following the instructions of the Client/Shipper or whoever has right of disposal over the goods; and in those cases where the instructions provided are orders received from the latter. In all cases **HTG Express's** liability shall not exceed that of those which it chooses to execute the transport services, availing itself of the benefits, exemptions or limitations to which they may be entitled.

1.11. In the case of air transport, if the transport cannot be provided under the agreed-upon terms and conditions for duly justified causes or if the Recipient/Consignee does not take charge of all or part of the goods, **HTG Express** shall inform the Customer/Shipper and request the relevant instructions therefrom or from whoever has right of disposal over the goods. In the event that more than two (2) hours have elapsed since it requested them without having

Last version 21/09/17

received them, **HTG Express** may adopt any of the measures to which clause 1.9 makes reference.

1.12. The provision of the freight transport services entrusted to **HTG Express** shall be wholly governed by the provisions of these Standard Terms and Conditions of Engagement, unless the Client/Shipper proceeds in the manner described in the initial section thereof, "Scope of application of these Terms and Conditions", whereby any clause or provision that does not comply with the foregoing and distorts the content of these Terms and Conditions shall be deemed null and void.

2. DESCRIPTION OF THE GOODS, PACKAGING AND DOCUMENTATION

2.1. The Client understands and accepts that neither **HTG Express** nor its agents, representatives or any of its subcontractors shall be authorised to verify the accuracy of the information set out in this clause, particularly in relation to the condition of pre-packaged goods.

The Client/Shipper/Sender guarantee(s) the accuracy of the declaration of the goods in relation to their characteristics, description, brands, seals, numbers, amount, weight and volume and that they fulfil the provisions of clause 1.2 of these Terms and Conditions to **HTG Express**. In particular, it assumes responsibility for declaring the classification of hazardous goods, incompatibilities, limitations or characteristics of the goods.

The Client/Shipper/Sender shall place, at the carrier's disposal, the goods duly conditioned, packaged and, where applicable, identified and labelled by means of the relevant marks or inscriptions, in addition to the documentation related to the goods required to transport them and all the formalities that the carrier must perform.

The Client/Shipper/Sender shall expressly indicate the necessary requirements for loading the goods, prior to proceeding to provide the service. If no clarification is made in this regard, it shall be understood that the transport may be provided without having to adopt special packaging measures.

The Client/Shipper and/or, where applicable, the Recipient, shall be liable for the damages and losses (losses, damages, fines, sanctions, breakdowns and/or penalties, etc.) that the breach of this clause may cause to **HTG Express** and/or third parties, i.e. in an illustrative and non-limiting manner: the inaccuracy or insufficiency of the aforementioned data and documents or of those that must appear in the Transport Document, shall be particularly liable for the incorrect declaration of weight of the goods, for the damages and losses caused to **HTG Express** and/or to third parties arising from inadequate, deficient or misused packaging that causes damages or losses to the goods, to the handling equipment or means of transport or to third parties, for the damages and losses arising from the verification or inspection of the declared data and/or of the goods by the Authorities or competent personnel in the different countries or shipping modes of the goods, in addition to the damages and losses caused to **HTG Express** and/or to third parties arising from the lack of indication of the necessary loading requirements.

Last version 21/09/17

HTG Express shall be entitled to recover the expenses it incurs for such reasons and shall be exonerated from any liability if the goods have to be unloaded, deposited, destroyed, neutralised or rendered harmless, as the circumstances may require.

Pursuant to the applicable SOLAS regulations, unless expressly agreed otherwise, in the case of transport of containers involving a maritime phase, the Client/Shipper and/or the Sender shall furnish **HTG Express** with a Verified Gross Mass Certificate and shall be liable to **HTG Express** for any damages and losses that such omission or the inaccuracy of the furnished certificate may cause. **HTG Express** shall in no case be liable to the Customer/Shipper or Sender for the non-loading of containers due to the lack of a Verified Gross Mass Certificate, unless said lack of certificate is attributable to **HTG Express** by way of gross negligence or wilful misconduct. In the event of liability of **HTG Express** for the non-loading of containers due to the lack of said certificate, said liability shall always be limited to the price of the affected service, as expressly agreed upon between the Customer and **HTG Express**.

2.2. The Customer/Shipper and/or Sender and/or Recipient shall review the previous information and documentation requirements for import and export from/to countries with specific related regulations, and shall be liable for fulfilling them accurately and punctually. The Customer/Shipper and/or the Sender and/or Recipient shall assume any expenses, damages and losses that may arise from the inaccuracy and/or insufficiency of information and/or documentation and any nonfulfilment attributable thereto, bearing in mind the provisions of the preceding paragraph.

3. LIABILITY

3.1. When the losses or breakdowns of goods or delays in delivery are attributable thereto and its liability has been duly proven, **HTG Express** shall assume the damages arising from such losses, breakdowns or delays provided that: (i) The goods that are the object of the corresponding transport have fulfilled the provisions of clause 1.2 of these Terms and Conditions, (ii) The event that caused such damages took place between the moment in which the effective carrier received the goods from the Sender and that in which it delivered them at the destination or -in those cases envisaged in clause 1.9- that in which **HTG Express** adopts any of the measures established in said clause. Once any of the aforementioned measures has been adopted, **HTG Express's** liability shall end.

HTG Express shall not be liable for the events or acts resulting or arising from faults, negligence or wilful misconduct (direct or eventual) of the Customer/Shipper or of the Sender or Recipient; deficient or insufficient packaging; natural losses and/or defects inherent to the goods; thefts, strikes, lock-outs or other labour conflicts that affect the work; wars, natural disasters, fire, force majeure, fortuitous cause, forced call; air traffic congestion or any other cause that **HTG Express** would have been unable to avoid or whose consequences it could not have prevented through the use of a reasonable diligence. The legally envisaged presumptions of exoneration also apply.

3.2. **HTG Express** shall not be liable for instructions given subsequent to the issuance of the shipping or transport documents, or for any other contingency arising from said subsequent

Last version 21/09/17

instructions, or for instructions received once the test has initiated, unless expressly accepted in writing by **HTG Express** and there is proof of acceptance thereof by the Recipient when such acceptance is required due to the existence of a right of disposal over the cargo.

3.3 When the liability arises from events or acts that occur during the execution of the transport, if attributable to **HTG Express**, it shall be limited and in no case shall exceed that which, pursuant to the rules that apply to said shipment leg, the railway, shipping, air, land transport and bonded warehousing companies or of any intermediary that participates in the course of the transport assume therewith and vis-à-vis the Customer/Shipper and/or vis-à-vis the Sender and/or vis-à-vis the Recipient, subject to the terms and conditions agreed upon in the documents issued with each of said companies and in accordance with regulations and legislation in force in Spain and the countries in which said transport is carried out, in addition to the international conventions in force.

3.4. When the transport is carried out by two or more different means of transport (multimodal transport), **HTG Express's** liability, if any, shall be that corresponding under the legislation applicable to the transport phase or mode in which the damage occurred and pursuant to clause 4 of these Terms and Conditions. When the shipping leg in which the damages occurred cannot be determined, **HTG Express's** liability shall be decided pursuant to Law 15/2009 on Contracts for the Carriage of Goods by Road (LCTT), in the case of national transport, and/or the Geneva Convention on the International Carriage of Goods by Road of 1956 (CMR), in the case of international transport or pursuant to the legislation that replaces it, as appropriate. Likewise, reserves or protests due to losses, breakdowns in the goods or delays shall be governed by the rules applicable to the means of transport in which they occur or wherethrough the goods must be delivered. All notwithstanding that if the damages arise from port handling operations the limitation applicable to the potential liability of **HTG Express** shall be that established for said port operations in Law 14/2014, of 24 July, on Maritime Navigation or the legislation that replaces it.

3.5. In no case shall **HTG Express** be liable for damages and losses by way of loss of profit, incidental damages, indirect, exemplary or punitive and, in particular, **HTG Express** shall not be liable for the interruption and/or loss of production, business or sale arising from the delay, losses, theft or damage of the goods. Neither shall **HTG Express** be liable for the payment of fines or sanctions of any type imposed in the course of the transport, for causes not attributable thereto.

3.6. **HTG Express** shall not perform loading/unloading or stowing/unstowing operations, unless expressly requested in writing by the Customer/Shipper/Sender or Recipient, prior to providing the relevant transport. In such cases, the loading/unloading and stowing/unstowing operations shall be in the name and on behalf of the petitioner.

3.7. LIABILITY OF THE EMPLOYEES/DEPENDANTS

Any direct legal action against **HTG Express's** employees, dependants, subcontracted personnel and/or agents arising from the loss or damage of goods and/or delays shall only be possible within the limits envisaged in clause 4 of these Terms and Conditions. In the event of joint legal action against **HTG Express** and the aforementioned individuals, identical limits shall be

Last version 21/09/17

applied. Additionally, and in all cases, said employees, dependants, subcontracted personnel and/or agents may invoke as many defences, exceptions and/or exonerations as may assist **HTG Express**, which shall expressly extend thereto.

4. LIMITATION OF LIABILITY

4.1. HTG Express's liability for losses, breakdowns and delays is limited, at most, to the amounts established in the legislation in force at any given time.

Following are the limits currently in force for cases of losses and breakdowns, wherein the value of the goods constitutes the maximum compensation limit.

4.1.1. In the case of land transport in Spain, the limitation envisaged in the LCTT of one-third of the IPREM/day per kilogramme of gross weight of lost or damaged goods shall be applied.

4.1.2. In the case of international land transport, the limitation envisaged in the CMR Convention, i.e. the amount of 8.33 Special Drawing Rights per kilogramme of gross weight of lost or damaged goods shall be applied.

4.1.3. In the case of international maritime transport, the limitation envisaged in the Hague-Visby Rules or implementing legislation shall be applied, i.e. 666.67 Special Drawing Rights per unit of lost or damaged cargo or 2 Special Drawing Rights per kilogramme of gross weight of damaged goods, whichever is the greater.

4.1.4. In the case of maritime transport in Spain, the same liability limitation as that envisaged in the preceding clause on international maritime transport shall be applied pursuant to Law 14/2014 on Maritime Navigation.

4.1.5 In the case of national rail transport, this limitation shall be one-third of the IPREM per day per kilogramme of gross weight of lost or damaged goods.

4.1.6. In the case of international rail transport, the limitation envisaged in the Convention concerning International Carriage by Rail (COTIF), of 9 May 1980, according to the wording of the amending Protocol of 3 June 1999, Vilna Protocol (Official State Gazette of 23 June 2006), consisting of the amount of 17 Special Drawing Rights per kilogramme of gross weight of lost or damaged goods.

4.1.7. In the case of air transport, the applicable limitation shall be established as follows:

17 Special Drawing Rights per kilogramme of gross weight of lost or damaged goods in the case of national air transport to which the Air Navigation Law of 21 July 1960 applies, or in the case of international air transport to which the Warsaw Convention of 12 October 1929 and its Protocols apply.

19 Special Drawing Rights per kilogramme of gross weight of lost or damaged goods in the case of international air transport to which the Montreal Convention of 28 May 1999 applies.

Last version 21/09/17

4.1.8 In the event of losses or damages that occur during port handling (loading, unloading, stowing, unstowing on board ships, receipt, classification, deposit and storage in docks or port warehouses and intra-port forwarding, in addition to all similar material operations or connected to the foregoing), the same liability limits established in Article 334 of Law 14/2014, of 24 July, on Maritime Navigation or that established in the legislation amending it shall apply to **HTG Express**.

4.1.9. Special Drawing Right (SDR) shall be understood to be the unit of account as defined by the International Monetary Fund.

4.2. In the case of multimodal transport, should **HTG Express** be liable for the damages resulting from the delay in delivery, said liability shall be limited to a sum that does not exceed that equivalent to the price of the transport by virtue of the concluded contract. If the transport is only by sea, land, air or rail, the liability limits established by the applicable legislation shall apply to said delays.

4.3. In the event of a goods deposit and storage service, **HTG Express** shall limit its liability pursuant to the LOTT (Chapter I of RD 1211/90 applicable to ancillary and supplementary transport activities) to €4.5 per kilogramme of gross weight of damaged goods or pursuant to the legislation that replaces it.

4.4. The liability accumulated by **HTG Express** shall in no case exceed the liability limits for the total loss of the goods.

4.5. These limitations shall apply to all the claims brought against **HTG Express**, regardless of whether the claim is grounded on contractual liability or on extracontractual liability.

4.6. The limitations envisaged in this clause 4 shall be understood to be notwithstanding the amendments and revisions made in the corresponding applicable rules and the limitations in force in each case shall apply.

4.7. In the event that the value of the goods appears in the Transport Document, it shall not be considered a "declaration of value of the goods" for legal purposes nor shall it therefore replace said value at the legal limit that will apply in such case without the express written agreement between the parties in this regard, in which case the Transport Document shall expressly state that it is a special declaration of value and the corresponding surcharge shall have been paid by the Customer/Shipper.

5. INSURANCE OF THE GOODS

5.1. The Company will not insure the loss or damage of the goods during transport unless specifically instructed by the Customer/Shipper to do so. The Customer/Shipper shall expressly request it in writing in good time before the envisaged transport date, indicating the nature and value of the goods and paying the corresponding premium.

Last version 21/09/17

5.2. When **HTG Express** is expressly instructed by the Customer/Shipper to arrange the insurance of goods, it shall always take out the insurance on the Customer/Shipper's behalf, acting as an intermediary, and shall not be responsible for any disputes arising between the Customer/Shipper and the insurance company engaged.

5.3. The Customer/Shipper that takes out insurance under the terms envisaged in this clause shall be subject to the rights and obligations inherent to the corresponding policy and is aware of the obligation of collaborating with the insurance company in the event of loss occurrence.

6. OPERATING PROCEDURE, PRICES AND PAYMENT FOR THE SERVICES ENGAGED

6.1. **HTG Express** shall make every effort to duly inform the Customer of the provision of the transport service engaged.

6.2. The parties agree that it will not be necessary for **HTG Express** to confirm receipt of the acceptance of the proposal.

6.3. The proposal made to the Customer shall indicate a maximum effective date. Failing that, it will expire within a period of one (1) month.

6.4. In the event that the Customer cancels the requested transport service once its provision has commenced, it shall be obliged to pay the proportional amount of the expenses incurred by the already executed part. The transport service shall be deemed to have commenced when the vehicle providing the transport engaged initiates the route towards the loading place where the goods corresponding to the engaged transport must be picked up.

6.5. The prices offered to the Customer/Shipper shall be based on the Company's tariff in force on the engagement date. In the absence of tariffs, the engagement shall be arranged on the basis of the usual prices or market rates corresponding to the place of execution. Said prices shall not include Value-Added Tax (VAT) or any other tax. Additional expenses incurred as a result of events or circumstances subsequent to the engagement date (e.g.: storage expenses) shall be borne by the Customer/Shipper, Sender and/or Recipient, provided that they are duly justified and are attributable thereto.

Likewise, the Customer/Shipper, Sender and/or Recipient shall be responsible for the payment of all the taxes levied on the services, in addition to customs duties, import duties and customs clearance and other expenses the Company is not obliged to pay.

6.6. The payment of any expenses and services provided by **HTG Express** shall be made by bank transfer or in cash within the first thirty (30) days after the invoice date, except for previously agreed-upon special conditions.

6.7. **HTG Express** has right of lien and/or retention over the goods for all the amounts payable thereto by virtue of the services entrusted thereto by the Customer/Shipper, Sender and/or Recipient or the their representatives. It may assert its rights by any means it deems relevant and admissible pursuant to the laws of the place where said rights are exercised or, failing that,

Last version 21/09/17

of the place of shipment of the goods or of the place where they must be delivered. The Customer/Shipper, Sender and/or Recipient shall in all cases be liable for the damages or losses suffered by the goods arising from and during the exercise of these rights.

6.8. HTG Express may also request the sale by court order or notarial sale in public auction of the goods in order to compensate each and every one of the amounts payable thereto for the services engaged by the Customer or for the amounts accrued by said goods. If the goods over which it intends to exercise the right of lien and/or retention are lost or destroyed, **HTG Express** shall have the same aforementioned rights with respect to the compensations paid by the insurance companies, carriers or other.

6.9. In the event of delay of payment of any expenses and services provided by **HTG Express**, the debtor shall be obliged to pay the late-payment interest established in Law 3/2004, of 29 December, on combating late payment in commercial transactions or legislation that replaces it, and shall also be responsible for paying **HTG Express** any economic loss that said delay may cause to the Company or third parties.

6.10. The Customer/Shipper, Sender and/or Recipient will not be able to compensate or suspend the payment of the services provided without the express written consent of **HTG Express**. Even when a claims has been filed against **HTG Express** for the provision of the service(s).

6.11. The Customer/Shipper, Sender and/or Recipient is/are obliged to pay not only the price of the services provided and expenses incurred during the transport, but also of the expenses incurred through delays in the pickup/loading/delivery/receipt and collection of the goods when attributable thereto and it exceeds a period of two (2) hours.

7. NOTIFICATION AND BARRING

7.1. As a general rule, save for national and international regulatory exceptions in force that could be exercised by the Customer/Shipper, the deadline for bringing actions against **HTG Express**, its dependants, employees or subcontracted personnel, is one (1) year from the date on which the goods are made available to the Recipient or, in the event of total loss, from the date on which the goods should have been made available thereto.

7.2. Actions for losses, damages or delays shall not be exercised if the corresponding reserves and/or protests have not been formalised on the date of delivery of the respective shipments. In the case of losses, damages or delays that occur in the material execution of the transport, the protests and reserves shall be formulated under the terms and conditions set out in the legislation in force and in those established in international Conventions that regulate the transport modality in question.

8. CONFIDENTIALITY

Last version 21/09/17

8.1. The information supplied to the Customer/Shipper shall be solely and exclusively aimed thereat, due to which it is obliged to keep total confidentiality in relation thereto and shall adopt the necessary measures with respect to its personnel, collaborators and third parties that may have access to said information for service provision purposes, in order to guarantee the due observance of said obligation.

8.2. Consequently, the Customer/Shipper shall not communicate, transfer or disclose the information received from the Company to third parties, outside the scope of provision of the service.

8.3. These confidentiality obligations shall survive the termination of its relationship with the Company.

The Customer/Shipper shall be liable to the Company for any unauthorised transfer or misuse -in the terms set out- of said information attributable thereto.

9. DATA PROTECTION AND TERMS OF USE OF HTG EXPRESS'S WEBSITE

9.1. HTG Express undertakes to ensure that Customer data are treated with the maximum confidentiality, pursuant to Organic Law 15/1999, of 13 December, on the Protection of Personal Data (LOPD) and Royal Decree 1720/2007, of 21 December, or legislation that replaces it.

9.2. For such purpose, **HTG Express** includes a disclaimer on its website which, inter alia, defines the terms of use of the website and its privacy policy, under the terms required by the LOPD and by Law 34/2002, of 11 July, on Information Society and e-Commerce Services. The Customer accepts the content of said links.

9.3. HTG Express undertakes to fulfil, in all cases, the requirements relating to data protection and information society services in force at any given time.

10. APPLICABLE JURISDICTION AND LAW

10.1. The parties of this contract subject themselves, always and in all cases, to the exclusive jurisdiction of the Courts of Donostia-San Sebastián (Spain) for the resolution of any conflict that may arise therebetween in relation to the services provision contract entered into therebetween, thereby waiving any other jurisdiction to which they may be entitled, agreeing that the contract is subject to Spanish legislation and to the Conventions in force. Any agreement to the contrary shall be automatically invalidated.

10.2. HTG Express expressly states its will not to subject itself to any Spanish or international Transport Arbitration Board, except to request, where applicable, the deposit and/or sale of the goods in the cases expounded herein.

11. SURVIVAL CLAUSE

Should a Judge or Institution with sufficient competence and capacity declare any clause of these Standard Terms and Conditions of Engagement null and void, invalid or inapplicable, partially or in full, or determine the existence of any omission of information by or against **HTG Express**, the other clauses of these Terms and Conditions shall not be affected by such declarations or considerations and shall continue to be fully valid and applicable.

REGISTRO DE BIENES MUEBLES DE GIPUZKOA**Nota de Despacho**

Entrada: 20170009405 **Diario:** 19 **Folio:** 1393 **Asiento:** 20170007837 **Fecha:** 07/09/2017 10:40:38
Fecha/lugar doc.: 04/09/2017, IRUN **Nº documento:**

Clase de acto: Depósito de Condiciones Generales de la Contratación

Presentante: LEIRE MARTINEZ PAGALDAY

Predisponente: Predisponente: HIRUTRANS GARRAIOAK S.L CifB20632055 Condición General : CONDICIONES GENERALES DE CONTRATACION DE HIRUTRANS GARRAIOAK SL CNAE Otras actividades anexas al transporte Domicilio AVENIDA LETXUMBORRO, 92 Edificio ESKORTZA Of.6. 20300 IRUN, GUIPUZCOA.

Intervinientes: LEIRE MARTINEZPAGALDAY

REPRESENTANTE

El Registrador de Bienes Muebles que suscribe, previo examen y calificación del documento presentado, de conformidad con el Reglamento del Registro de Condiciones Generales de la Contratación, ha resuelto practicar la inscripción solicitada, al:

Folio Nº predispon. Predisponente

1 20170004738 Predisponente : HIRUTRANS GARRAIOAK S.L Cif B20632055 Condición General : CONDICIONES GENERALES DE CONTRATACION DE HIRUTRANS GARRAIOAK SL CNAE Otras actividades anexas al transporte Domicilio AVENIDA LETXUMBORRO, 92 Edificio ESKORTZA Of 6. 20300 IRUN, GUIPUZCOA.

Firmado con firma digital reconocida en San Sebastián el veintiuno de septiembre de dos mil diecisiete por JOAQUÍN PEDRO TORRENTE GARCÍA DE LA MATA. Registrador de Bienes Muebles de Gipuzkoa.

Servicio Web de Verificación: <https://www.registradores.org/csv>



(*) C.S.V.: 32001402BA8A9C39

(*) Código Seguro de Verificación: este código permite contrastar la autenticidad de la copia mediante el acceso a los archivos electrónicos del órgano u organismo público emisor. Las copias realizadas en soporte papel de documentos públicos emitidos por medios electrónicos y firmados electrónicamente tendrán la consideración de copias auténticas siempre que incluyan la impresión de un código generado electrónicamente u otros sistemas de verificación que permitan contrastar su autenticidad mediante el acceso a los archivos electrónicos de la Administración Pública, órgano o entidad emisora. (Arts. 30.5 de la Ley 11/2007 y 45b del RD 1671/09)



A los efectos de la Ley Orgánica 15/1999 de 13 de diciembre, de Protección de Datos de carácter personal queda informado de que:

- 1.- Conforme a lo dispuesto en las cláusulas informativas incluidas en el modelo de solicitud los datos personales expresados en el presente documento han sido incorporados a los libros de este Registro y a los ficheros que se llevan en base a dichos libros, cuyo responsable es el Registrador.
- 2.- En cuanto resulte compatible con la legislación específica del Registro, se reconoce a los interesados los derechos de acceso, rectificación, cancelación y oposición establecidos en la Ley Orgánica citada pudiendo ejercitarlos dirigiendo un escrito a la dirección del Registro.