

Terms and Conditions of General Logistics Systems Spain, S.L.

—Hereinafter referred to as GLS Spain – Updated in February 2016, in force until further notice.

1. Definitions

The following definitions will apply to the Terms and Conditions established below, which shall govern this transport contract.

Carrier: The party that undertakes to ship goods in its own name regardless of whether it is executed by its own means or subcontracted to a third party.

Sender: The party contracted to ship the goods and the party by which the carrier is held responsible.

Recipient or Consignee: The party to whom the carrier must deliver the goods at the destination.

Address: For the purpose of postal address, it is the identification of the consignee by name and surname in case of private individuals and/or by firm or company name if the case of legal entities. It consists of the postal address description and/or the necessary data for the delivery of parcels according to the regulation from the public postal network.

Proof of Delivery (POD): Document that contains the details of the delivery of the shipment such as delivery address, delivery date and time as well as signature of the recipient.

Reservation of damages: Note on the proof of delivery indicating that the shipment has been received with apparent damage.

Apparent damage: Damage caused to the goods during transport, which has been recognised in the GLS network or for which a reservation has been noted on the proof of delivery (POD).

Hidden damage: Damage caused to the goods that has not been recognised or detected during transportation by the GLS network or for which no reservation of damages has been made on the proof of delivery.

Delivery Times: These are the periods of time in which GLS Spain estimates that it can deliver the parcel to its destination. (Delivery times are calculated on a regular basis and are not guaranteed).

Pick&ReturnService: Collection from any address within the GLS network in Europe and delivery to the customer's address.

Pick&ShipService: Collection from and delivery to any address within the GLS network in Europe.

ParcelShop: Authorised point of delivery and collection within the GLS network.

2. Application

These Terms and Conditions, hereinafter the T&Cs, shall apply to all activities performed by GLS Spain, particularly to those concerning the dispatch, handling, formalities, storage and all procedures related to the transportation of parcels via carriers in Spain as well as in other countries belonging to the GLS International network, either using its own vehicles or those of third parties.

3. Acceptance of the GLS Spain Terms and Conditions

- 3.1. The delivery of a shipment to GLS Spain implies the acceptance of the GLS T&Cs.
- 3.2. The GLS Spain T&Cs are applicable to any other company whose service is used to collect, transport and deliver parcels. No employee or representative is authorised to modify or cancel these Terms and Conditions.
- 3.3. The Terms and Conditions are published periodically at www.gls-group.eu. The sender agrees to the GLS T&C that are in force at the time of contracting the service for the shipment of the goods.

4. Types of Goods and Exclusions

- 4.1. Packages with a unit weight of up to 50 kg maximum are accepted. The sum of the three measurements (2 x the width + 2 x the height + 1 x the length), should not exceed 3m. None of these three measurements should be above 2m in length, 0.6m in height and 0.8m in width.
- 4.2. GLS will not accept the following goods:
 - Shipments with a value exceeding €5,000 per parcel.
 - Items that are not packaged or that are inadequately packaged according to GLS' packaging standards (www.gls-group.eu).
 - Items requiring special handling, which are particularly fragile, which have to be transported in a certain position, or which need to be stored at specific temperatures.
 - Perishable goods, human remains, animals and/or plants
 - Items of high-value such as cash, bank notes, lottery tickets, betting slips or tickets for any form of raffle. Securities and other documents of monetary value.
 - Precious stones and metals, jewellery, genuine pearls, works of art, collectors' items and antiques.
 - Goods which are not valuable in themselves, but whose loss or damage could cause significant collateral damage (for example, data media containing confidential information).
 - Parcels whose content, outward form, shipping or storage violates a ban put in place by a judicial or public authority, which includes parcels whose content contravenes legal provisions related to the protection of intellectual property, including copies of counterfeit or unlicensed goods (fakes).
 - Firearms and major parts of weapons, ammunition and bladed weapons, in accordance with Articles 6 and 7 of Organic Law 1/1992, of 21 February, on the Protection of Citizens' Security as regards the Weapons Regulations approved by Royal Decree 137, of 29 January, in relation to both regulated weapons and banned weapons or war weapons in the detailed description contained in Articles 3, 4, 5 and 6, respectively, of the aforementioned Regulations.
 - Alcoholic drinks, tobacco or ATA Carnets.
 - Telephone cards, pre-paid mobile SIM cards.
 - Air shipments also exclude those articles forbidden by the Regulation (EC) No. 300/2008 dated 11 March 2008 and its implementing regulations.
 - Dangerous goods, which are understood to be all those goods included in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) to which Spain acceded on 19 October 1970, as regards its current version from 2013 (Official State Gazette 14 March 2013) or that which is in force at any given time.
 - As regards personal items, parcels worth up to a value of €200 are accepted, which is in turn the maximum amount covered by compensation.
- 4.3. GLS Spain accepts no liability for damages or loss of parcels received in contravention of the exclusions listed in Art. 4.2, except in cases where GLS Spain has issued its express written consent to its carriage. Parcels that cannot be sorted automatically will only be accepted under an exceptional agreement. It is the customer's responsibility to know which parcels are not appropriate for automatic sorting by consulting the Shipment Guide for Regular Senders in advance, which can be found on the GLS website (www.gls-group.eu).

- 4.4. Goods which are banned by any law in the country of origin or the country of destination, which involve any kind of sanction, whether due to their content, their recipient or their sender, cannot be transported by GLS. Laws are understood to be those that establish penalties, including all the laws, regulations and orders which impose sanctions (including commercial restrictions and economic sanctions) on countries, individuals or entities, including those limitless sanctions imposed by the United Nations, European Union and the member states of the European Union.

- 4.5. GLS Spain may refuse parcels with inadequate packaging, presentation or security which may damage the rest of the transported goods.

- 4.6. Before handing parcels over to GLS Spain, the sender undertakes to ensure compliance with the carriage exclusions. GLS Spain will only accept duly closed parcels, and will therefore not be held responsible for their content.

5. Inspection Rights

GLS Spain or any other government authority, including Customs, may open and inspect the shipment at any time. In the case of GLS, the purpose of the inspection shall be related solely to checking compliance with the rules on items which cannot be shipped or, where appropriate, checking the accuracy and truthfulness of the declaration of the parcel's content as regards the extraordinary and written agreement detailed in point 4.3.

6. Scope of Services Provided

- 6.1. GLS Spain is responsible – as forwarding agent – for providing the transportation services listed below, which may be performed by a third party. The customer authorises GLS Spain to subcontract the entire transportation service in accordance herewith and with any terms and conditions that GLS Spain so establishes.
 - 6.1.1. Collection, transportation and delivery of parcels to/from the recipient's address.
 - 6.1.2. The delivery of parcels received at the depot (of destination) will be carried out within business hours according to the standards of the destination country.
- 6.2. The delivery will be made to the consignee's postal address – private home or at the "incoming goods department" designated for such purpose. Deliveries to P.O. Boxes or similar addresses are excluded.
- 6.3. A maximum of two delivery attempts are free of charge.
- 6.4. The delivery of packages is made only after obtaining the signature of the recipient or any authorised persons, particularly those present at the delivery address and/or neighbours.
 - 6.4.1. In case of the recipient's absence, and after the first delivery attempt, GLS reserves the right to deliver the shipment to an alternative address (neighbour), an alternative person (at the same address or company) or to the nearest GLS ParcelShop. Should a parcel delivered to a GLS ParcelShop not be collected within a given period of time, it will be returned to its place of origin, without this giving rise to any accrual of compensation for either the sender or the recipient.
 - 6.4.2. In case the recipient provides written authorisation to GLS Spain to deliver the parcel to a specific place, the parcel will be considered as delivered once left at said place. GLS reserves the right to accept the instructions for the new place of delivery proposed by the recipient.
 - 6.4.3. GLS shall be entitled to consider parcels as abandoned after a period of 90 days and when they cannot be delivered, and may proceed to deal with them as it deems appropriate, including incorporating the content thereof into its assets.
- 6.5. Proof of delivery will be supplied free of charge provided that the requested amount does not exceed 5% the average number of parcels received daily by a given sender. GLS Spain is entitled to charge a minimum of €3.00 for each proof of delivery once stated limit is exceeded. Proof of delivery can be requested within one year after the delivery date.
- 6.6. GLS Spain uses digitised technology to obtain the proof of delivery in certain cases. The sender hereby expressly confirms his/her willingness to accept the digitised form of the recipient's signature and the reproduction of any such signature as proof of delivery.
- 6.7. At the time of shipping the goods, the gross weight will be applied (goods + packaging). This will also be applicable at time of receipt at GLS Spain. In case of discrepancies, the weight of the parcel when received by GLS Spain will prevail over the weight stated by customer. No shipments will be allowed using net weight.
- 6.8. The collection of parcels will be acknowledged by means of documents made available by GLS Spain for such purpose. Electronic data transmission from the sender does not prove that parcels listed and included in the document have been physically delivered to GLS Spain. GLS Spain is not obliged to compare electronically transmitted data and actually delivered parcels, unless specifically stated in the agreement. Therefore, lack of communication of any difference does not imply acceptance of listed parcels and, above all will be understood as a confirmation of delivery to GLS Spain.

7. Costs and additional expenses

- 7.1. In the event that one of the extensions that fall under the current agreement is applied, and for the duration specified in Art. 18, the previously agreed prices will be modified applying the Spanish consumer prices index (CPI) for the current year. A written notice of new prices calculated under the basis of the existing CPI will then be sufficient for their application for the incoming month's invoice.
- 7.2. The sender will be held responsible for the costs and expenses related to taxes and customs duties, single administrative documents, etc. if the recipient refuses to pay the aforementioned for any given reason, GLS Spain will therefore invert the corresponding customs costs and fees on the sender's responsibility. GLS shall not be obliged to deliver the shipment while it has not been reimbursed for said amounts and may proceed to destroy the shipment if, having informed the sender of the circumstances, the latter does not pay the costs within a period of 15 calendar days. The foregoing is without prejudice to the right to claim for the reimbursement of costs, including those arising from the destruction of the shipment, under the terms provided herein. The sender will be held fully responsible for all claims against GLS Spain in case a parcel does not comply with some of the restrictions, conditions or declarations of the Art. 4 of the GLS T&Cs.
- 7.3. GLS Spain will not bear the costs of any loss or damage suffered by the sender if the goods transported do not fulfil those restrictions or conditions mentioned herein. If GLS Spain cancels the transport of the shipment due to non-compliance with Terms and Conditions, the sender – in such cases – cannot claim the refund for the previously paid transport costs.

8. Cash on Delivery

- 8.1. "Cash on delivery" shipments will be carried out via *CashService*. It is the sender's responsibility to prepare and register cash on delivery services in accordance with the

conditions established by **GLS Spain**. If the sender hands over several parcels on the same day for the same recipient, each shipment must be registered separately as a **CashService** shipment and an additional fee will then be applied to each parcel.

- 8.2 The sender must correctly enter the Cash on Delivery amount into **GLS Spain's** system. The maximum amount allowed for each parcel is €2,500. If several parcels are handed over on the same day for the same recipient, then the total amount of the Cash on Delivery must not exceed €10,000. Once data has been electronically inserted and transferred, the amount is then binding.
- 8.3 If the recipient does not pay for the Cash on Delivery service, **GLS Spain** will then cancel the delivery and the sender will have to bear the transport fees. The amount of the Cash on Delivery service should be paid for by the recipient at the time of delivery and in cash, without prejudice to the applicable legal provisions in each country as regards the maximum limit for cash payments.

9. Transportation Fees, Reimbursement of Expenses

- 9.1 **GLS Spain** will apply prices and costs as agreed with the sender. Should the sender provide instructions to deliver a parcel to an address different from the one originally indicated or to manually handle the parcel because it is out of specifications or not accepted by the conveyor, **GLS Spain** may charge the sender in accordance with the current prices to that effect. Should a parcel need to be returned to the sender for reasons not attributable to **GLS Spain**, **GLS Spain** may charge the sender for the return. In the same way, a cancelled order may also be charged according to the rates agreed with the customer.
- 9.2 The sender must pay **GLS Spain** invoices fully and without any deduction, according to the conditions agreed upon at the time of signing the Account Opening agreement. The issuance of debit notes is prohibited, unless otherwise agreed by the parties in writing. In case of non-payment and after 15 calendar days have passed from due date, **GLS Spain** may suspend the service without prior notice and may apply the general rate to this case as well as to future shipments. In the event that bills are returned unpaid, 0.1% of the total invoice value will be charged for recovering the return expenses, with a minimum amount of €15.00, without prejudice to any possible judicial claim for the total bill amount in the event of repeated non-payment. A claim for any matter concerning invoicing must be submitted within 15 calendar days after the invoice date, and will not constitute reason for any delay in payment.

10. Sender's Obligations

- 10.1 Each parcel must be accompanied by all necessary information as well as by duly completed documentation. The sender is held liable for any damages which may derive from the lack of said documentation or any errors contained therein. The carrier, within the framework of contractual good faith which should govern all business relations, is not obliged to verify whether documents and information are correct and adequate.
- 10.2 The sender is responsible for ensuring that goods are properly packed and will be responsible for any damage and/or additional fees that **GLS** will apply for packaging defects. The Shipment Guide for Regular Senders is available and can be consulted at the **GLS** website (www.gls-group.eu).
- 10.3 The customer guarantees that the data and documentation provided to **GLS**, in order to carry out the transportation, are correct and valid.

11. Liability

- 11.1 **GLS Spain** is liable for the loss and damages affecting national parcels held at its depots up to an amount of 1/3 of the Public Indicator of Multiple Effect Incomes (IPREM) per 1 kg gross weight of the lost or damaged goods. For international shipments, the maximum compensation amount will be adjusted to the provisions of the Contract for the International Carriage of Goods by Road (CMR) and may not exceed 8.33 Units of Account per 1 kg of gross weight of the lost or damaged goods (the value of a Unit of Account is established by the International Monetary Fund).
- 11.2 **GLS Spain** accepts no liability for consequential or extraordinary damage, or for loss of profits, including revenue, profits or markets, loss of business image, damages caused by the inability to use the contents of the shipments, or the loss of business opportunities.
- 11.3 The transit times established in our rates do not take into account weekends or national bank holidays; neither do they include delays caused by Customs procedures or any other events out of **GLS Spain's** control.

12. Insurance

Standard Insurance*: In the event that the sender has not contracted any transportation insurance, **GLS Spain** will guarantee the value of the goods, in case of loss or damage, up to a maximum of € 750 for international parcels and up to € 520 for domestic parcels. In this case, a sworn declaration from the sender is required stating that the goods to be claimed have not been previously insured by the customer.

Reservations: The recipient will have the obligation to manifest in writing his/her reservations on the Proof of Delivery, describing the damage or the loss of the goods at time of delivery. In the event of any damage or loss that is not manifest, the reservation should be communicated to **GLS Spain** within a period of time not exceeding 7 calendar days from time of delivery (for domestic shipments) and 7 days for international shipments excluding Sundays and bank holidays. Claims which have not been expressed during this regulated period of time will be treated according to point 11.1 of this agreement and in accordance with the provisions of point 4.2 herein for personal items. The customer will then be informed of the possibility of taking out additional insurance.

(*) Only available for the following products: *BusinessParcel/SmallBusinessParcel* and *EuroBusinessParcel/EuroBusinessSmallParcel*. The limitation of liability for the *Pick&ShipService* and *Pick&ReturnService* products is as stipulated in section 11.1 of this agreement.

13. Expiry of Claims

- 13.1 The maximum time limit for all claims against **GLS Spain** shall be one year from the scheduled delivery date.
- 13.2 In the event of a claim based on this agreement, the customer may not withhold the payment of the pending invoices, not even partially, and should pay them in the due form and within the agreed deadlines. As such **GLS** does not accept the payment of pending invoices with the balance of disputed claims or for which there is no agreement between the parties. The customer expressly accepts that the interest set forth in the law will accrue for commercial late payments in the event of a unilateral settlement.

14. Compensation for Damages

In order to claim compensation for damages/loss, the sender must provide the following documents within 30 calendar days after informing **GLS** about damages/loss: if the sender is the manufacturer, a copy the document stating the manufacturing cost of the product and a copy of the sales invoice sent to the customer. In this case the amount of compensation shall be the manufacturing cost indicated, without tax and free of service charges.

In case of not paying this cost, 25% of the sale's price will be discounted. If the sender is not the manufacturer, a copy of the sales invoice to their customer and a copy of the purchasing invoice from their supplier covering the whole shipment will be required. In this case, the amount to take account for such compensation shall be the purchase price appearing on the invoice to their supplier, without taxes and without service charges.

In the case of damages for any of the above mentioned situations, **GLS** may request the parcel to check its condition. If a full refund is determined, the parcel will be definitively retained by **GLS** and will be incorporated into the company's own assets. Suitcases with inappropriate packaging or packaged out of **GLS'** specifications, which are published on the website (www.gls-group.eu), will not be covered under **GLS'** insurance. Likewise, **GLS'** insurance does not cover the damage to the packaging. Any agreement that is different from those established in the previous paragraphs, must be reflected in the Account Opening document, which shall be the only valid document. The terms of payment of the resulting amounts will be agreed between the parties and **GLS Spain** will make payments according to the payment terms arranged with the customer; these payments may be made via invoices.

15. Enforceability of the Agreement

The signature of this agreement implies the acceptance of the T&Cs herein. Any subsidiary agreements or conditions differing from these standard terms and conditions shall not be considered valid unless expressly stated in writing.

16. Law and Jurisdiction

- 16.1 **GLS Spain** expressly disclaims that any controversy relating to the interpretation, application or execution of this agreement be submitted to the Arbitration Board or any other type of private arbitration.
- 16.2 In the event that any of these clauses are declared invalid or cannot be fulfilled, in accordance with the principle of contract maintenance, such declaration shall not affect the remaining clauses of this Transport Contract, which shall remain in effect.
- 16.3 The contracting parties, to the extent permitted by procedural law, expressly submit to the jurisdiction and competence of the Courts of the city of Barcelona, expressly renouncing any other jurisdiction to which they may be entitled. Spanish legislation on transport and, in particular, LOTT (Basic Law on Inland Transport) of 30 July 1987 and its Regulation shall apply to these and any other terms and conditions.

17. Agreement Limitations

GLS Spain reserves the right to terminate this agreement in case of non-fulfilment of payments within the agreed times and terms or due to the breach of any other clause of this agreement.

18. Duration

This agreement will be valid for a period of six months from the date of signature. After this period, it shall be understood to have been automatically extended, on a monthly basis, if neither of the parties irrefutably informs the other of their intention to terminate the agreement at least 15 days before its expiry or that of any of its extensions.

Notwithstanding the foregoing, in the event of a serious breach of any of the established terms and conditions, particularly of those related to the timely payment of shipping fees, and without prejudice to the claim for the amount owed which may arise, the parties may consider the agreement terminated without the need for any prior notice in accordance with the provisions of Articles 8 and 48 of Law 15/2009 of 11 November, of Articles 50 to 63 of the Commercial Code and of Article 1.124 of the Civil Code.

19. Data Protection and confidentiality

By virtue of the provisions of Organic Law 15/1999 of 13 December, on Personal Data Protection, and Law 34/2002 of 11 July, on the Information Society and Electronic Commerce (LSSICE), the personal data in this agreement will be included in our files, with the aim of managing the commitments derived from same, with the aim of controlling our customer's shipments and invoicing, as well as for informing you, by post or electronic means, of activities related to General Logistics Systems Spain, S.L. We hereby inform you that you may exercise your rights of access, rectification, cancellation and opposition at C/Lacus 12, Pl. Cim Vallès - 08130 Santa Perpètua de Mogoda (Barcelona). Furthermore, we inform you that said data will not be disclosed to third parties except certain public organisations to which they must be disclosed in accordance with legal obligations.

Annexes:

Annex 1: **DUA**. The customs clearance of those shipments with destination to Non EU countries is carried out in Germany, as the last EU border. According to the law in force in this country it is only necessary to provide an export DUA for those parcels with a declared value in the commercial invoice not higher than €1,000. If this is not the case, the sender will be liable for providing such document, unless it has been agreed that **GLS Spain** will do so, which would imply a delay of 24 hours in the agreed transit times. If the customer requests a DUA for any shipment regardless of its value, it must inform **GLS Spain** in writing: **GLS Spain** will not be responsible for any later claims if the DUA has not been provided and no agreement has been made with **GLS Spain** for them to do so.

Annex 2: **Deliveries to private recipients in Sweden**. On the same day that the parcel is delivered to the ParcelShop, the recipient will be notified by post and provided with the information on the shipment and the maximum period for collection. This rule applies to all parcels of less than 20 kg addressed to private recipients. For parcels over 20 kg, the recipient will be notified of its arrival at the delivery depot and delivery to the recipient's address will be arranged.