

GENERAL CONDITIONS FOR THE PROVISION OF SERVICES BY TRANSIT COMPANIES

Article 1	Definitions
Article 2	Scope
Article 3	Applicability
Article 4	Presentation of prices
Article 5	Price changes
Article 6	Revision of prices and conditions
Article 7	Validity of tenders
Article 8	Written instructions
Article 9	Conference of instructions
Article 10	Inadequate or insufficient instructions
Article 11	Insufficient or inappropriate packaging
Article 12	Dangerous goods
Article 13	Special delivery conditions
Article 14	Instructions on the movement of goods or merchandise
Article 15	Other obligations of the freightforwarder
Article 16	Groupage of goods
Article 17	Insurance of goods
Article 18	Refusal or lack of acceptance
Article 19	Payment of invoices
Article 20	Claims against the invoice
Article 21	Provision
Article 22	Limitation of liability
Article 23	Failure to pick up or remove goods.
Article 24	Right of retention
Article 25	Limitation of the Right to Compensation
Article 26	Jurisdiction

Article 1 Definitions

For the purposes of these "General Conditions", the following shall be considered:

- a) **Customer/Contractor:** any person with rights or obligations relating to goods under a contract for the provision of freight forwarding services, concluded with a freight forwarder, or as a result of the latter's activity in relation to such services.
- b) **Goods:** any goods including live animals, as well as containers, pallets or transport or packaging equipment not supplied by the freight forwarder.
- c) **Dangerous Goods:** goods officially classified as such, as well as goods that are or may become or take on a dangerous, flammable, radioactive, toxic or harmful nature.
- d) **Written:** any mode visually expressed of representing or reproducing words in a permanent form, such as letters, telefax, telex, telegram, e-mail or any other record by electronic means.
- e) **Freight forwarding services:** services of any kind relating to the transport, consolidation, deconsolidation, storage, handling, packaging, logistics and/or distribution of goods, as well as ancillary and advisory services relating to the dispatch of goods, including the contracting of insurance and the collection of reimbursements.
- f) **Freight forwarder:** a person who enters into a contract for the provision of freight forwarding services with a Client.
- g) **Carrier:** a person who carries out the carriage of goods by his own means of transport (actual carrier) or any person subject to the liability of carrier by virtue of having expressly or tacitly assumed that liability (contracting carrier).

Article 2 Scope

Any and all services provided by the Freight Forwarder, which take place within the scope of the activity and the regime defined in the respective legal statute approved by Decree-Law no. 255/99, of 7 July, shall be governed, unless otherwise agreed, by these general contractual clauses.

Article 3 Applicability

The Forwarder shall provide its services in accordance with the client's instructions, as agreed. In the absence of written stipulation of different contractual conditions, the client, whether or not acting in the capacity of owner of the goods or merchandise, whether or not acting in the capacity of agent or representative of another party, is constituted before the freight forwarder in the rights and obligations established by these general conditions.

Article 4 Pricing

1. Unless expressly stipulated otherwise, the prices quoted by the freight forwarder do not include duties, fees, taxes or charges levied by the Tax, Customs or other official authorities, and only apply to cargo whose nature, weight and dimensions are considered normal for transport, in accordance with the respective regulations in force.
2. The prices referred to in the previous paragraph do not in themselves include costs and charges for downtime, storage, repairs or other ancillary costs, unless they are expressly included in the conditions of the offer and have not been duly and formally excluded by the customer.

Article 5 Price changes

The prices established may be altered if circumstances arise that change the conditions on which the tenders were based, in particular:

- a) Inaccuracy or subsequent alteration of the customer's indications as to the contents, weights, volumes and values of the things that are the object of the service, or as to the conditions of purchase and sale;
- b) Routing by transport other than that proposed by the freight forwarder or traffic interruptions on the planned routes, requiring the use of more expensive means or routes;
- c) Delays in the execution of services resulting from natural, political or other phenomena not attributable to the freight forwarder;
- d) Modification of regulations, conventions, fees, timetables or tariffs;
- e) Exchange rate changes.

Article 6 Review of prices and conditions

Unforeseen expenses that the freight forwarder has to incur due to force majeure or unforeseeable circumstances, in fulfilment and exercise of its duties, as well as to guarantee the conservation or preservation of the goods or merchandise that are the subject of the contract, make the corresponding revision of the stipulated conditions legitimate and enforceable.

Article 7 Validity of tenders

For the purposes of applying and enforcing the contractual clauses, tenders shall be valid for the period of time indicated by the freight forwarder, it being expressly understood that, in the absence of such indication, they shall expire fifteen days after the date of their presentation to the client.

Article 8 Written instructions

1. The customer is obliged to set out in writing, in a clear, precise and complete manner, the instructions and specifications of the goods relating to the subject of each contract.
2. On receipt of the instructions, the freight forwarder must analyse them in order to check that they comply with the services it has undertaken to provide.

Article 9 Conference of instructions

On receipt of the documents issued by the freight forwarder, the client must examine them carefully and immediately point out any errors or discrepancies so that the freight forwarder can make the necessary corrections in good time.

Article 10 Inadequate or insufficient instructions

1. If errors, inaccuracies, shortcomings or lack of information necessary for the proper performance of the contract are found in the customer's documents or declarations, in particular with regard to the nature, value, weight, measurement or content of the things that are the subject of the contract, the customer shall be fully liable for the consequences resulting from such anomalies.
2. If the freight forwarder becomes aware of the existence of any anomalies or irregularities referred to in the previous paragraph, which could result in liability and/or damage for either of the contractors or third parties, he must immediately inform the client so that these anomalies or irregularities can be remedied in good time.

3. If the anomalies or irregularities provided for in the preceding paragraphs are not remedied in time for the freight forwarder to carry out the services that are part of its remit, the freight forwarder is authorised to terminate the contract, or to carry it out in accordance with the content of the client's documents and declarations, in which case the client shall be liable for all damages and liabilities arising directly or indirectly from said anomalies or irregularities.
4. In the case of goods which are the subject of a purchase and sale contract, failure to comply with the customer's instructions with the conditions inherent in said contract shall be the customer's responsibility.

Article 11 Insufficient or inappropriate packaging

1. The customer is responsible for any damage resulting from insufficient or inappropriate packaging.
2. At any time during the performance of the service when the packaging is found to be damaged, the freight forwarder may carry out the necessary repairs at the customer's expense, giving the customer prior notice, unless the urgency of the repair does not allow it.
3. This urgency must be justified.

Article 12 Dangerous goods

1. Unless expressly agreed in writing in each case, the freight forwarder will not handle or transport dangerous goods or any other goods that could cause damage to third parties.
2. If any customer delivers goods of this nature without the express acceptance of the freight forwarder, they will be liable for all losses or damages caused to the freight forwarder and/or third parties and will have to compensate for all damages, expenses, fines or claims to which such goods give rise, and they may be destroyed or traded under the control of the competent authority, when deemed appropriate.

Article 13 Special delivery conditions

The freight forwarder is only obliged to fulfil special conditions for the delivery of goods and/or the collection of amounts if, having received express written instructions to that effect from the client, it accepts them.

Article 14 Instructions on handling of goods or goods

1. The freight forwarder may also carry out other operations on behalf of the contractor, in particular the collection or storage of goods or merchandise, either in compliance with instructions received from the contractor, or during the period in which it is awaiting instructions from the contractor, or as a result of interruptions or postponements in transport, and in any case it must inform the contractor immediately.
2. In the absence of special instructions from the contracting party, the freight forwarder shall use the ways and means it deems convenient or possible for the transport of the goods or merchandise entrusted to it.

Article 15 Other obligations of the freight forwarder

The freight forwarder is only obliged to carry out procedures or formalities with the competent authorities that are expressly requested by the client; in any case, the freight forwarder will not be liable for any losses that may result from the refusal or delays of those authorities or from shortcomings in the information provided by the client for this purpose.

Article 16 Groupage of goods

Unless expressly stated otherwise, the freight forwarder may transport goods in the groupage system, even if together with goods from different customers, and may use the routes and means that best suit the interests of the cargo and the customer.

Article 17 Insurance of goods

It is not the responsibility of the freight forwarder to conclude any insurance contract to cover the risk of possible losses suffered by goods or merchandise in the course of transport the organisation and management of which has been contractually entrusted to it, unless it is expressly, opportunely and duly mandated to do so, namely with regard to the nature of the risks and values to be insured.

Article 18 Refusal or failure to accept

If, for any reason, the consignee refuses to take delivery of the goods which are the object of the service or has ceased trading, they shall remain the responsibility of the contractor or whoever has replaced him vis-à-vis the freight forwarder, who shall continue to be liable to the latter for all the costs of the service and the eventual return of the goods.

Article 19 Payment of invoices

1. Failure to pay the invoice issued by the freight forwarder within a maximum of 15 days from the date on which it was presented, unless expressly agreed otherwise, shall render the debtor liable to pay interest at the statutory rate.
2. In the event that no provision has been made and the invoices involve disbursements in foreign currency, they will be subject to corrections resulting from exchange rate changes that may occur up to the date of payment, as well as bank charges arising from the respective operation.

Article 20 Complaints against the invoice

Without prejudice to the obligation to pay under the aforementioned terms, the customer is recognised as having the right to lodge complaints against the freight forwarder's invoices or debit notes, provided that they do so, with justification, within 15 days of the date on which they are presented.

Article 21 Provision

The freight forwarder may ask the client for a provision whenever freight, customs duties and other duly justified disbursements have to be paid on behalf of the client.

Article 22 Limitation of liability

1. Freight forwarders are liable to their clients for failure to fulfil their obligations, as well as for obligations contracted by third parties.
2. The liability of the freight forwarder resulting from the contracts entered into is limited to the amounts established by law or agreement for the carrier entrusted with the material execution of the transport, unless the parties agree otherwise.
3. In any case, the freight forwarder's liability will not exceed the actual value of the loss or the value of the goods or merchandise, if this is lower.

Article 23. Lack of of withdrawal or removal of the goods

1. Without prejudice to the right to an appropriate storage fee or fair compensation for damage caused, failure to pick up or remove goods entrusted to the freight forwarder in good time shall constitute grounds for cancellation of the contract.
2. For the purposes of the previous paragraph, the forwarding company shall notify the person interested in the goods, informing them of all the conditions and of the deadline for removal.

Article 24 Right of retention

Unless expressly stipulated otherwise, transit companies may exercise the right of retention on goods entrusted to them as a result of their contracts, for the claims arising therefrom.

Article 25 Limitation of the Right to Compensation

The right to compensation resulting from the liability of the forwarding company lapses within 10 months from the date of completion of the contracted service.

Article 26 Competent court

1. In the event of recourse to the courts, the chosen jurisdiction shall be that of the freight forwarder's registered office, expressly waiving any other jurisdiction.
2. However, when the issue or the provision of services takes place at the company's branch or subsidiary, the court of the corresponding establishment will have jurisdiction.

Approved by APAT - Associação dos Transitários de Portugal, on 22 October 2000.

Applicable under Decree-Law 255/99 of 7 July.

(Communication under the terms and for the purposes of article 5 of Decree-Law 446/85 of 25 October).