

# General Terms and Conditions – General Logistics Systems Portugal, Lda

## **I. Application**

These General Terms and Conditions define the terms of execution of the services of transport of documents and parcels provided by GLS Portugal. The service provided by GLS Portugal is limited to the collection, transport and delivery until the final destination agreed with the Shipper/Customer, in the national and international territory. GLS Portugal reserves itself the right to subcontract, for the purpose of fulfilling obligations on their own behalf, agents and subcontractors, both covered by these GTC. These GTC cannot be withdrawn or changed by any worker, employee, agent, cooperator, service provider or subcontractor of GLS Portugal. The hire of GLS Portugal services, implies the unconditional acceptance, without any reservations, of these GTC. The individual terms agreed upon between the Customer and GLS Portugal, by written agreement between both parties, that enter in conflict with these GTC will prevail over these ones.

## **II. Transport Conditions**

a) Transport restrictions - GLS Portugal does not provide transport services of parcels that don't fulfil the following characteristics:

- value exceeding € 5.000,00 (five thousand euros), unless expressly authorized by GLS Portugal; Constitute a danger to human or animal life;
- Consists of polluting material, or involves the risk of staining or damage other goods transported by GLS Portugal;
- When their transport, import or export is prohibited by applicable law; - Don't be made, when necessary, the customs declaration;
- Goods or parcels which are prohibited under all applicable sanctions laws, for example because of their contents, their intended recipient or the country to or from which they are to be sent. Sanctions laws include all laws, regulations and orders imposing sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities, including without limitation those imposed by the United Nations, the European Union and the member states of the European Union;

GLS Portugal cannot perform transports of dangerous goods and/or valuable items listed in ICAO, IATA, ADR regulation or in any other national or international regulation where such products are mentioned. The Shipper/Customer undertakes to inform GLS Portugal about the specificities that are not visible of the parcel, when they can have repercussions on their transit. If the Shipper/Customer trust to GLS Portugal products which are listed on the exclusions referenced above, omitting that fact to GLS Portugal, it will be solely responsible for any damages that this transport might cause to GLS Portugal or third parties.

b) Packaging and Content. Customer/Shipper is responsible for all expenses and losses resulting from the inaccuracy or inadequacy of the information entered on the waybill and/ or on the electronic information of the dispatch related to the goods and consignee which were stated. In case of discrepancy between the information on paper and the electronic information, this last one will prevail, so that GLS Portugal can proceed with the processing of the services. If the Customer/Shipper use the software GLS Portugal for dispatches, should ensure that all parcels are labeled and that the necessary electronic information is transmitted through electronic files. If there is, by the Customer/ Shipper side or GLS Portugal a lack of electronic information, incorrect labelling or identification of the parcels, GLS Portugal will contact the Customer and by default the parcels will be retained during the days needed to clarify the situation. Exception for the cases in which it was previously agreed with the Customer, if this situation occurs, GLS Portugal it's authorized to correct the data and proceed to the delivery to the consignee. The Customer must pack the goods in a box, closed, resistant and appropriate to the content and according to the specific requirements for its transport, as well as for the specific requirements of the destination. Otherwise, the parcel will be

shipped by the risk of the sender, being GLS Portugal free of any liability for any occurrence with the parcel. The Customer is responsible for all damages caused on parcels of third parties or in goods of GLS Portugal due to defects of the goods or in boxes shipped by the Customer. The Customer is also responsible for delivering all the necessary documentation for the appropriate transport in accordance with the applicable law, as well as the provision of information and the correct filling of the transport documentation. The Customer shall reimburse GLS Portugal for payment of fines related to the inaccuracy or inadequacy information on the transport documentation, as a result of an inspection performed by the legal authorities.

c) Customs Formalities - The Customer is responsible for submitting all documents necessary for carrying out customs formalities in accordance with applicable law and must deliver invoices and other documents required for customs clearance. The Customer assumes full responsibility for the conformity of these documents. It is also responsible for paying any charges incurred at the consignee in case of default by the recipient. Any costs resulting from activities of customs authorities, or payment due to failure to submit the necessary documentation will be initially debited by GLS Portugal to the Customer or the Consignee depending upon the of the choice, and to the cost a fixed value it will be added per parcel, related to administrative services. If the recipient refuses to pay this amount, it will be charged to the Client within 7 days, being the delivery performed. The rates of export intra-community will be charged per parcel, always to the Customer of GLS Portugal.

d) Weight - Customer/ Shipper is obliged to inform GLS Portugal of the exact weight to be transported. GLS Portugal reserves the right to correct any difference of the weight or volume that would be observed. The maximum weight of each parcel is 50 kg, the length of the parcel must be between 10 and 200cm, the height between 15 and 60cm and wide of 5 to 80cm. Parcels with higher measures must be subject to prior consultation. GLS Portugal reserves the right to change the tariffs when the size of the parcel exceeds the contractually defined measures. It's considered a pallet, all goods which has the following measures: 100cm x 120cm x 180cm and 250kg. Any pallet whose dimensions are 10% above these measures must be delivered by dedicated services.

## **III. Inspection Right**

The Customer acknowledges that, when justified, GLS Portugal or any other governmental authority, including customs, have the right to open and inspect the parcels entrusted, without the exercise of this right to undermine the fact that the Customer is solely responsible by the authenticity of their statements.

## **IV. Delivery**

The consignee's signature on the delivery list constitute the proof of delivery of the parcel. After a year, if the parcels not delivered and stored on GLS Portugal warehouses won't be properly claimed or raised by the Shipper/Customer, the property passes to the GLS Portugal and GLS may give the most appropriate destination to them and have the right to be reimbursement of storage expenses.

## **V. Liability**

- Unless otherwise provided by law and subject to compliance with the provisions of clause VI. of the these conditions, GLS Portugal it's only liable for damages suffered as a result of being a lost, damage or loss that goods suffer during transport or in the warehouses of GLS Portugal, when such facts are demonstrably attributable to the title of intent or gross negligence, with the limits provided in these GTC. Such liability is limited to the formulation of precise and complete reservations by the consignee upon the order delivery. GLS Portugal will not be liable for any damages that do not show a causal link properly with your willful misconduct or severely culpable. GLS Portugal will not be liable for future damages, indirect damages or lost

profits. GLS Portugal will not be responsible if the order or portion of it is lost, damaged or delayed as a result of majeure force or acts or omissions by the Customer, Consignee or by a third party, namely: insufficient or incorrect address, deficient/faulty filling

of the transport documentation and packaging. The responsibility of GLS Portugal is still excluded when the loss or damage results from risks inherent in any of the following facts.

- Lack or defect of the packaging for goods, which by their nature, are subject to loss or damage when not properly packed;
- Maintenance, loading, stowage or unloading of goods by the Shipper/ Customer or by the consignee or persons acting on their behalf;
- Failure or imperfection of the marks or symbols of volumes, when applicable.
- The tariffs applied by GLS Portugal includes the price of an insurance to cover the damages relating to the transport of parcels until €250. Additionally, the customer may agree an additional cost for a higher coverage.

a) **Delays** - GLS Portugal commits to make every effort in order to perform the service within the estimated/ predicted time.

In case of a delay on the delivery, liability it's limited to the value of the transport. The compensation for delay shall not exceed the value mentioned and is payable only when the person concerned demonstrate prejudice resulting from it.

#### **VI. Complaints**

In case of apparent flaw or defect of the goods of the pack, the consignee shall, upon acceptance, make complete and accurate reservations. If the consignee receives the parcel without reservations, it is presumed that the goods were in good conditions. Complaints against GLS Portugal should be notified in writing within 30 days from the date of receipt of the order. If not reported timely, GLS Portugal cannot be held liable. The claim must be substantiated and accompanied by any evidence of damage or loss (transportation documents, a copy of vendor invoice, etc.).

#### **VII. Cash Service**

The maximum amounts allowed for collection by GLS Portugal are €2500 (two thousand and five hundred euros) in cash and €4000 (four thousand euros) by check. If the consignee don't pay the registered cash amount, the shipment will not be delivered and can be returned to the origin or rescheduled a second delivery attempt. Any Cash on Delivery (COD) Transport Service offered to the Sender is offered on the basis and understanding that GLS Portugal will act as the Sender's cash collection agent only and GLS Portugal does not have the authority to bind the Sender, or to conclude an agreement with the Recipient of the COD Transport Service on behalf of the Sender. The Sender shall perform its anti-money laundering obligations as required by the applicable legislation. The Customer has 30 (thirty) days, from the date of the COD dispatch to present complaints about the COD agreed with GLS Portugal. When the payment is made by check, GLS Portugal is not responsible for any defects of checks issued by the consignee, including:

- Accuracy of the sender and issue date;
- Errors in the identification of the issuer;
- Mandatory signatures in the checks;
- Erasures;
- Subsequent cancellation by the issuer;
- Endorsements on checks and/ or lack of provision;
- Issuance of checks by entities other than the recipient;
- Certified checks;

In case of a check loss or misplacement, GLS Portugal is responsible for requesting the customer to cancel the check in question and to issue a new check for the same amount the costs of cancellation.

#### **VIII. Payment and Price Conditions**

a) **Weight** - The weight to be invoiced, will be exclusively the one registered on the assessed electronic scales, located on GLS Portugal warehouses. GLS Portugal reserves the right to apply volumetric weight (relation between weight and volume).

b) **Invoicing** - If GLS Portugal is required to pay any additional charge (e.g. customs duties) on behalf of the Customer or Consignee, this amount will be reflected on the payable price by the Customer and when due by the Consignee, on the collection of values to be made to the recipient.

Any delay in payment will lead to the immediate enforceability of the due amounts, plus interest at the rate in force, without prejudice of any compensation for damages or additional fees which levied on GLS Portugal because of that delay. Any

complaints about invoices issued by GLS Portugal, should be made within 30 (thirty) days, otherwise it will not be accepted by GLS Portugal.

#### **IX. Withholding Right**

GLS Portugal has the right of retention in accordance with article 755, nrº1, part. a) of the Civil Code on goods transported as

security for payment of overdue loans that it holds and referent to services provided.

#### **X. Limitation of Claims**

The right to demand a compensation for any damages arising from the responsibility of GLS Portugal expires within one year from the date of the delivery to the consignee or the date of its return to the Customer/ Shipper.

#### **XI. Severability**

If any provision or set of clauses of these GTC would become invalid or non-enforceable, this shall not affect the validity and enforceability of the remaining provisions.

#### **XII. Applicable law and jurisdiction**

These GTC as well as any contract that incorporate these Terms and Conditions, will be governed by the Portuguese law, except if the contract expressly repeals this clause. For the resolution of any dispute arising from this contract, the court of Mafra District shall have the exclusive jurisdiction. This translation of the General Terms and Conditions is made for convenience reasons only. For all disputes arising from or in conjunction with the GTC of GLS Portugal, only the text of the corresponding Portuguese version of the GTC of shall be legally binding.