

# Terms and conditions of contract for the deposit and loading/unloading of containers

## DEFINITIONS:

**Warehousing company:** acts as a warehousing company and stores loads under deposit in its own or rented warehouses.

## Provision 1. TERMS OF CONTRACT.

All the services invoiced by Progeco Bilbao shall be exclusively regulated by these terms and conditions of contract, which shall be deemed fully accepted at the moment the Client(s) orders the service. By means of this act, the Client accepts that these terms and conditions of contract be applied to any order submitted whether orally or by telex/fax or any other means of communication, even if the order does not make any specific reference to these terms and conditions of contract. The limitations in legal exposure defined in the provisions of these terms and conditions of contract shall also apply to any compensation claim, including those arising from an illicit act.

## Provision 2. WAREHOUSE DOCUMENTATION.

The waybills and/or delivery notes and/or bills of lading and/or equivalent documents corresponding to the effective execution of all or part of the warehouse or any other activity required to perform the final execution of the services offered shall be available during their entire term of validity. They shall always be established by companies or enterprises that are subject to the International Agreements in force, and they shall always be in accordance with these Agreements. If this were not possible at any given moment, other renowned and solvent companies shall be contracted, such as warehousing companies, haulage contractors or lashers, national or international, as required. These documents shall include the following details:

- Corporate name of the consignor of goods.
- Description of the goods (weight, measurements, brands, volume, etc.).
- Appraisal value of the goods for the purpose of insurance (optional).
- Sufficient references for classification.
- Destination of the goods.

## Provision 3. DESCRIPTION OF THE GOODS AND PACKAGING.

1. The accuracy in the declaration of the goods with regards to their characteristics, description, brands, number, quantity, weight, volume, etc. is guaranteed to Progeco Bilbao. In addition, the Client shall be liable for the losses, damages, breakdowns and/or penalties arising from the inaccuracy of the aforementioned information from third parties as well as those arising from an unsuitable or defective packaging and misuse causing damages to the goods or to any handling equipment or means of transport, even if these inaccuracies or deficiencies arise in operations not performed directly by Progeco Bilbao, who shall be compensated in addition to the complementary expenses resulting from the damages caused by these situations.
2. The Client and/or consignor must inform Progeco Bilbao on the dangerous nature of the goods delivered for storage or handling, and they shall both inform on any exceptional precautions that must be adopted with sufficient advance.

If the information on the special characteristics of the goods and their requirements is omitted or insufficient, the Client shall be liable for the damages caused by the goods, and Progeco Bilbao shall have the right to be compensated for the expenses caused by this situation as well as being exempt from any responsibility if the goods have to

be unloaded, destroyed or neutralised, depending on the circumstances, and without having to compensate the Client or any third party.

#### **Provision 4. SERVICES AND FACILITIES.**

##### **1. Storage of Goods:**

Progeco Bilbao has the following facilities:

- Three warehouses that total 6,000 m<sup>2</sup> of covered surface for loading and unloading goods of up to 12 t with 6 loading docks.
- A 1,200 m<sup>2</sup> roof equipped for ironwork products with an overhead crane.
- 3,800 m<sup>2</sup> clear outdoor space.

Humidity conditions in the warehouse shall be the same as the ambient conditions.

Temperature conditions shall be the same as the ambient conditions.

##### **2. Handling:**

The handling of the goods shall be carried out by means of forklifts or overhead cranes, which shall be operated by staff belonging to Progeco Bilbao with the suitable training in effect in order to operate the aforementioned equipment properly.

If the goods cannot be handled by the aforementioned equipment belonging to Progeco Bilbao and this is a result of inadequate or a lack of information provided by the Client regarding the goods, who must forward this information when requesting the quote, both parties shall agree at that moment in time if Progeco Bilbao itself continues with the performance of the required operation or if it performs the operation through third parties.

If Progeco Bilbao becomes aware that it cannot perform an operation that it is executing, Progeco Bilbao may refuse to continue the operation and proceed to invoice the Client for the services provided, even if the operation has not been completed. Progeco Bilbao shall not be liable to a claim for this reason.

##### **3. Lashing:**

Progeco Bilbao offers several types of Lashing services:

###### **I. Standard Lashing:**

- A. With 8×8 cm wooden pieces and 15 cm nails. It aids the goods in remaining still during normal transport conditions.
- B. With 8×8 cm fumigated wooden pieces and 15 cm nails. It aids the goods in remaining still during normal transport conditions. The wood complies with the international standards in matters of fumigation.
- C. With 8×8 cm wooden pieces, 15 cm nails and Hercules rope. It aids the goods in remaining still up to a certain weight during normal transport conditions with a slight movement.
- D. With 8×8 cm fumigated wooden pieces, nails and Hercules rope.
- E. With 8×8 cm wooden pieces, 15 cm nails and Steel Strips. It aids the goods in remaining still from a certain weight during normal conditions with a certain intensity of movement.
- F. With 8×8 cm fumigated wooden pieces, 15 cm nails and Steel Strips.

This type of Lashing is performed by staff belonging to Progeco Bilbao and with the means it has at its disposal.

**II. Tailor-made lashing of goods:** This service is used for certain types of goods that require this service due to specific conditions of weight, morphology, etc. This system is always subject to an estimate agreed by the Client and in accordance with the instructions provided.

This type of Lashing is subcontracted with a company dedicated to special Lashing services.

The positioning of the goods for Lashing must be performed at our facilities at least 48 hours before the goods are transported.

All types of Lashing services shall be performed following an agreement with the Client and under its supervision, which shall be adjusted to the needs and instructions provided.

**4. Fumigation:**

Progeco Bilbao offers the possibility of fumigating the goods for destinations where this requirement is compulsory. The fumigation may be performed on loose goods or on the entire container (20"/40").

**5. Inspection services for fillings:**

It is a Precautionary Survey by means of which the state of the goods is verified before and during loading.

**6. Various services:**

Progeco Bilbao, in its facilities and depending on the needs of each client, offers other types of services related to the activity it performs, such as labelling, classifying, palletising, shrink-wrapping, etc., which shall also be subject to these terms and conditions.

**7. Intruder and fire alarm:**

Our facilities include a specialised night surveillance service and an alarm directly connected to the Police.

Our facilities also include fire alarms.

**Provision 5. TRANSPORTATION OF THE GOODS.**

As a logistics operator, Progeco Bilbao offers goods transportation services.

This service shall always be subcontracted by Progeco Bilbao as an agent or intermediary, thus the responsibility shall fall on the effective haulage contractor.

**Provision 6. PRICE OF THE SERVICES CONTRACTED.**

1. The transportation and other services object of Progeco Bilbao's activity shall be considered contracted at the rates effective when contracting these services and within the limits established therein. In the event of no existing rates, the services shall be contracted at the normal or market prices corresponding to the venue they are provided in. Any additional expenses arising as a consequence of circumstances or occurrences subsequent to the contracting date or, if the case, the date of issue of the dispatch documents shall be borne by the clients, provided that they are duly justified and they are not a result of any fault or negligence produced by any of the parties involved in the provision of the contracted services.
2. The payment of any expense or service provided by Progeco Bilbao shall be settled in cash, except for in situations where special conditions have been agreed previously.

**Provision 7. VISITS AND INSPECTION.**

Any visit and inspection that the Client wishes to carry out in our facilities must be requested with two days in advance and in writing, so we can organise the Client to be accompanied by our area manager.

Persons not part of Progeco Bilbao shall not be allowed to transit through our facilities without the pertinent authorisation or consent from the area manager, according to the entire existing indications in our warehouses and facilities.

**Provision 8. LIABILITY LIMITATION.**

Progeco Bilbao's liability for its own actions is limited to a maximum of 8.33 SDRs per kilogram of gross weight of lost or damaged goods. However, in dispatches via sea freight, the responsibility shall also be limited to, at most, a sum that

does not exceed an equivalent to 666.67 SDRs per bundle or unit or 2 SDRs per kilogram of gross weight of lost or damaged goods if this amount is higher. In dispatches via airfreight, the limit shall be of 17 SDRs per kilogram of weight of lost or damaged goods.

If Progeco Bilbao were to be liable for any damages resulting from the delay in the delivery or for any indirect loss or damage that does not involve the loss or damage of goods, its liability shall be limited to a sum that does not exceed the equivalent amount to be paid as compensation by virtue of the contract signed with the Client.

In any case, the accrued liability of Progeco Bilbao shall not exceed the liability limits resulting from the total loss of the goods.

These limits shall apply to all claims that are forwarded against the warehousing company, regardless of the claim being founded on contractual or non-contractual liability.

When the liability arises from occurrences or acts taking place during transportation, if the warehousing company were to subrogate its position, in no case may the liability exceed the sum faced by the railway, shipping, air freight, road freight companies, freight forwarders or any other intermediary that intervenes during the transportation, in accordance with the regulations and International agreements in force.

Special Drawing Rights (SDR) is considered the unit of account defined by the International Monetary Fund.

#### **Provision 9. WAIVER OF LIABILITY FOR THE STORAGE OF GOODS.**

1. Progeco Bilbao shall not be liable for any loss, damage or expense such as loss of profits, loss of clients, fines, lawsuits due to depreciation losses or penalty clauses, fluctuations in the exchange rate, fees or taxes increased by Authorities for whichever reason. In addition, the following different waiver clauses shall be applicable:
  - a) Fault or negligence from the Client or its authorised representative.
  - b) Faulty packaging, signage and/or loading/unloading or absence thereof, provided that Progeco Bilbao was not in charge of performing the packaging, marking and loading/unloading of the goods. Likewise, Progeco Bilbao shall not be liable for the packaging of goods whose contents it cannot verify.
  - c) War, riot, revolution, insurrection, confiscation or usurpation of power, nationalisation or requisition by or under orders of a Government or local or public Authority.
  - d) Strike, lock-outs or other labour conflicts that affect the work.
  - e) Damages caused by nuclear power.
  - f) Acts of God.
  - g) Force majeure.
  - h) Theft.
  - i) Inherent nature and defect of the goods.
  - j) In general, any type of circumstance that Progeco Bilbao could not have avoided and whose consequences could not have been foreseen.
2. Progeco Bilbao shall not be liable for the state of the goods when they reach its facilities if they have been transported by the Client or its representative.
3. Progeco Bilbao shall not be liable for the consequences of loading and unloading operations it did not perform itself.
4. Progeco Bilbao shall not be liable for claim as a result of an increase of goods that has been lost or damaged.
5. Progeco Bilbao shall not be liable for any consequential loss or damage, such as loss of profits, loss of clients, claims for losses due to depreciation and penalty clauses.

### **Provision 10. CARGO HANDLING INSURANCE.**

We have a Fully comprehensive insurance for Handling and Storing goods.

The Client may rely upon this insurance by accepting an additional charge of 5 x 1000 of the value of the goods.

### **Provision 11. INSURANCE.**

Progeco Bilbao does not insure the loss or damage produced during the handling, storage or transportation of the goods unless the Client specifically instructs it to do so in writing.

If Progeco Bilbao is instructed by the Client to contract insurance, Progeco Bilbao shall proceed to do it in the Client's name and acting as an agent.

In the event that insurance cover has been contracted, the terms and conditions for handling, storage and transport, as well as the related clauses in force in the local insurance market, shall apply to the insurance that covers the transport and/or storage.

### **Provision 12. PRESCRIPTION AND TIME/COUNTERCLAIM LIMITATION.**

At the precise moment the goods are delivered, the consignees must verify in which conditions they are in, as well as the amount, number and weight of the bundles. The consignee must inform immediately of any apparent defect or loss of any piece. In the event that any irregularity or loss has not been observed immediately, the consignee and/or Client must forward their reservations in writing within the following 48 hours of receiving the goods or in the terms and conditions established in the waybills, delivery notes, bills of lading, etc., or in absence thereof, in accordance with the terms established in International agreements that regulate the type of transportation under consideration. Otherwise, the right to any claim against Progeco Bilbao shall be forfeited.

Likewise, the prescription period to initiate any action against Progeco Bilbao shall be of 1 year from the reception of the goods by the consignee or in the case of a total loss, from the date in which the goods were to be hypothetically received. Nevertheless, the prescription of actions arising from performing the different operations (transportation, storage, lashing, etc.) shall prescribe in the time period established in the waybills, bills of lading, etc., or if the case, in the International agreements regulating the different means of transport. This prescription period shall begin to be effective as established in these documents or Agreements.

Progeco Bilbao's invoicing for its services, including costs and expenses, cannot be accrued to other claims under any circumstance.

### **Provision 13. LEGAL EXPOSURE.**

Progeco Bilbao shall organise the handling, haulage and storage of load entrusted, at its own discretion, unless the Client's instructions differ, which must be communicated expressly in any of the aforementioned means.

The legal exposure of Progeco Bilbao is defined as follows:

- **As a warehousing company:**

- a) Progeco Bilbao shall be liable for any damages caused to the goods for the non-compliance of any of its obligations included in the contract from the moment they are received.
- b) Its liability shall commence at the precise moment the goods are received by the employees of Progeco Bilbao and end when the goods have been delivered to the Client's authorised representative.
- c) Any legal action taken against employees of Progeco Bilbao, whether temporary or permanent employees, as a result of loss or damage of goods shall only be possible within the limits considered in provisions 8 and 13.
- d) In the event of any joint legal action against Progeco Bilbao and its employees, whether temporary or permanent employees, the maximum compensation cannot exceed the limits established in provision 8.

· **For handling, lashing and fumigation work:**

- e) Progeco Bilbao shall be liable for any damages caused to the goods for the non-compliance of any of its obligations included in the contract for the work performed and previously mentioned herein.
- f) Its liability shall commence at the precise moment of the execution of the aforementioned works carried out by the employees of Progeco Bilbao and end when the goods are delivered to the Client's authorised representative.
- g) Any legal action taken against employees of Progeco Bilbao, whether temporary or permanent employees, as a result of loss or damage of goods shall only be possible within the limits considered in provisions 8 and 13.
- h) In the event of any joint legal action against Progeco Bilbao and its employees, whether temporary or permanent employees, the maximum compensation cannot exceed the limits established in provision 8.

**Provision 14. THIRD PARTY LIABILITY LIMITATION.**

Progeco Bilbao is authorised to select and contract haulage contractors, warehouse operators, lashers, customs agents and similar parties if required in order to provide the different services related to the storage, handling, and delivery of goods. These parties shall all be considered as independent agents and not part of Progeco Bilbao, and the goods shall be entrusted to these agencies, subject to all the terms and conditions such as limitations in the liability for loss, damages, expenses or delay in the delivery, and all the rules, regulations, provisions and conditions whether in written, printed or stamped form that appear on waybills, bills of lading and receipts issued by said freight forwarders, haulage contractors, warehouse operators and others. Progeco Bilbao shall not be liable for the loss, damage, expense or delay suffered by the goods for any reason while the goods are under custody, possession or control of the aforementioned third parties.

**Provision 15. EMPLOYEE LIABILITY.**

Any direct legal action taken against employees of Progeco Bilbao, whether temporary or permanent employees, as a result of loss or damage of goods shall only be possible within the limits considered in provisions 8 and 13.

In the event of any joint legal action against Progeco Bilbao and its employees, whether temporary or permanent employees, the maximum compensation cannot exceed the limits established in provision 8.

**Provision 16. LIEN.**

Regardless of any other motive, Progeco Bilbao has the full right to retain the goods stored for Clients if they have not paid the amounts owed as a result of the services provided by Progeco Bilbao.

If the goods are lost or destroyed, Progeco Bilbao shall have the same abovementioned rights with regard to insurance companies, consignees, haulage contractors and others, as well as with regards to the compensations paid by them.

In addition, Progeco Bilbao may exercise its right by any means it deems appropriate and is admissible according to the law.

**Provision 17. CURRENT LEGISLATION AND JURISDICTION.**

All agreements shall be governed and interpreted in conformance with the Spanish Law. The execution venue of all the rights and obligations shall be the venue of the office of Progeco Bilbao that executed the agreement.

**Provision 18. SEVERABILITY.**

The provisions included in these terms and conditions of contract are independent, and if any of these conditions were declared invalid, it shall not affect the validity or execution of any of the other parts of these terms and conditions.

**Provision 19. CLAIMS FOR DELIBERATE OMISSION.**

The defence and liability limits established in these terms and conditions shall apply to any action against Progeco Bilbao due to loss, delay or damage of goods, whether the action is considered in the contract or it has been omitted deliberately and illicitly.

**REGISTRO DE BIENES MUEBLES DE VIZCAYA**

*SECCIÓN 6ª REGISTRO DE CONDICIONES GENERALES DE LA CONTRATACION.*

**LIBRO DE DEPOSITO DE CONDICIONES GENERALES**

PREDISPONENTE. 21.1. - PROGECO BILBAO SA  
PRESTACION DE SERVICIOS

PRESENTACIÓN: ASIENTO 40/2006 DE 28 DE NOVIEMBRE DE 2006  
DEPOSITO: 40/2006 de 28 DE NOVIEMBRE DE 2006. FOLIO 1

**EL REGISTRADOR**



The image shows a handwritten signature in black ink over a circular official stamp. The stamp contains the text "REGISTRO MERCANTIL", "ANTONIO ARIAS FUENTES", and "BILBAO I".