

GENERAL CONDITIONS OF PROVISION OF SERVICES BY FREIGHT FORWARDING COMPANIES

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(english translation is for reference purposes only. Please refer to the portuguese version for legal interpretation.)

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Article 1 Definitions

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

- a) **Customer/Contractor:** any person with rights or obligations in respect of the goods under a contract for the provision of freight forwarding services, entered into 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 assume a hazardous, flammable, radioactive, toxic or harmful nature.
- d) **Written:** any visually expressed way of representing or reproducing words on a permanent basis, such as letters, fax, telex, telegram, e-mail or any other registration by electronic means.
- e) **Freight Forwarding Services:** services of any kind related to the transportation, consolidation, deconsolidation, storage, handling, packaging, logistics and/or distribution of goods, as well as ancillary and advisory services related to the dispatch of goods, including the contracting of insurance and collection of reimbursements.
- f) **Freight forwarder:** a person who enters into a contract for the provision of freight forwarder services with a Customer.
- g) **"carrier "** means a person who carries out the transport of goods by his own means of transport (actual carrier) or any person subject to carrier liability because he has assumed such responsibility expressly or tacitly (contracting carrier).

Article 2 Scope

Any and all provision of services by the Freight Forwarder, which takes place within the scope of the activity and 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 Freight Forwarder shall provide its services in accordance with the customer's instructions as agreed. In the absence of a written

stipulation of different contractual conditions, the customer, whether or not he acts as the owner of the goods or merchandise, or whether or not he does so as an agent or representative of another party, is constituted before the freight forwarder in the rights and obligations established by these general conditions.

Article 4 Presentation of prices

- 1.** Unless expressly stipulated otherwise, the prices proposed by the freight forwarder do not include duties, emoluments, taxes or fees that the Tax, Customs, or other Administrations of an official nature charge, 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 include expenses and charges for stoppage, storage, repair or other ancillary costs, unless they are expressly stated in the conditions of the proposal and have not been timely and formally excluded by the customer.

Article 5 Changes in prices

The prices established may be changed, provided that circumstances arise that modify the constraints on which the tenders were based, namely:

- a)** Inaccuracy or subsequent alteration of the customer's information as to the content, weights, volumes and values of the objects of the service, or as to the conditions of purchase and sale;
- b)** Routing by transport in a manner different from that proposed by the freight forwarder or interruptions of traffic on the planned routes, imposing the use of more expensive means or routes;
- c)** Delays or delays in the execution of services resulting from natural, political or any other phenomena not attributable to the freight forwarder;
- d)** Modification of regulations, conventions, fees, schedules or tariffs;
- e)** Exchange rate changes.

Article 6 Review of prices and conditions

The unforeseen expenses that the freight forwarder has to incur due to force majeure, or unforeseeable circumstances, in the fulfilment and exercise of his duties, as well as to ensure the conservation or preservation of the goods or merchandise that are the subject of the contract, make the corresponding appropriate revision of the stipulated conditions legitimate and required.

Article 7 Validity of proposals

For the purposes of application and execution of the contractual clauses, the proposals will be valid for the period of time that the freight forwarder has indicated, it being expressly understood that, in the absence of such indication, they expire fifteen days after the date of their presentation to the customer.

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-matter of each contract.
2. The freight forwarder, on receipt of the instructions, must examine them in order to verify their conformity with the services they have undertaken to provide.

Article 9 Conference of instructions

Upon receipt of the documents issued by the freight forwarder, the customer must examine them carefully and immediately report any errors or discrepancies, so that the freight forwarder can make the necessary corrections in time.

Article 10 Inadequate or insufficient instructions

1. In the event that errors, inaccuracies, insufficiencies or lack of information necessary for the proper performance of the contract are found in the client's documents, namely as to the nature, value, weight, measure or content of the objects covered by the contract, the client shall be solely responsible 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 may result in liabilities and/or losses for any of the contractors or for third parties, it must immediately inform the customer, so that such anomalies or irregularities can be remedied in a timely manner.
3. If the anomalies or irregularities provided for in the previous paragraphs are not remedied in a time that allows the freight forwarder to perform the services that are part of its duties, it is entitled to terminate the contract, or to perform it according to the content of the customer's documents and statements, in which case they run, at the customer's expense, all damages and liabilities that directly or indirectly result from such anomalies or irregularities.
4. In the case of goods subject to a contract of sale, the non-conformity of the customer's instructions with the conditions inherent in said contract will be the responsibility of the customer.

Article 11 Insufficient or inappropriate packaging

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

Article 12 Dangerous Goods

1. Unless expressly agreed in writing, in each case, the freight forwarder will not treat or cause to be transported dangerous goods or goods considered as such, or any others that may cause damage to third parties.
2. If any customer delivers goods of that nature, without the express acceptance of the freight forwarder, he will be liable for all losses or losses caused to the freight forwarder, and/or third parties and will have to compensate all damages, expenses, fines or claims to which such goods give rise, which may be destroyed or traded under the control of the competent authority, when it is deemed expedient

Article 13 Special delivery conditions

The freight forwarder is only obliged to comply with special conditions for the delivery of goods and/or for the collection of amounts if, having received express written instructions from the customer, he accepts them.

Article 14 Instructions on the movement of goods or merchandise

1. The freight forwarder may carry out other operations also on behalf of the contractor, namely the collection or storage of the goods or merchandise, either in obedience to instructions received from the contractor, or for the period in which he awaits instructions, or as a result of interruptions or postponements of transport, and must, in any case, immediately inform the contractor.
2. In the absence of any special instructions from the contractor, the freight forwarder shall use such means and means as he deems appropriate or possible for the forwarding of the goods or merchandise which are the object of the service entrusted to him.

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 customer; In any case, the freight forwarder will not be liable for any losses that may result from the rejection or delays of those entities or from insufficiencies in the information provided by the customer for this purpose.

Article 16 Grouping of goods

Unless expressly stated otherwise, the freight forwarder may transport the 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 Merchandise Insurance

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

Article 18 Refusal or absence From the Front Desk

If, for any reason, the recipient refuses to receive the goods which are the object of the service or has ceased his activity, they shall be the responsibility of the contractor or of the person who has replaced him before the freight forwarder, who will continue to be liable to the latter for all the costs of the service and the possible return of the goods.

Article 19 Payment of invoices

- 1.** Failure to pay the invoice issued by the freight forwarder within a maximum period of 15 days from the date of its presentation, unless expressly agreed otherwise, constitutes the debtor in default in the obligation to pay interest at the legal rate.
- 2.** In the event that there has been no provision and the invoices involve disbursements in foreign currency, they are subject to the corrections resulting from the exchange rate changes that may occur up to the date of payment, as well as to the bank charges arising from the respective operation.

Article 20 Complaints against the invoice

Without prejudice to the obligation to pay under the terms referred to above, the customer has the right to make complaints against the freight forwarder's invoices or debit notes, provided that he does so, with reasons, within 15 days from the date of their presentation.

Article 21 Provision

The freight forwarder may request provision from the customer whenever freight, customs duties and other duly justified disbursements are payable on behalf of the customer.

Article 22 Limitation of Liability

1. The freight forwarder is liable to its customer for non-compliance with its obligations, as well as for obligations contracted by third parties with whom it has contracted.
2. The liability of the freight forwarder resulting from the contracts concluded is limited by the amounts established, by law or agreement, for the carrier to whom the physical performance of the transport is entrusted, unless another limit is agreed by the parties.
3. In any case, the freight forwarder's liability shall not exceed the actual value of the damage or the value of the goods or merchandise, if the latter is lower.

Article 23. Failure to pick up or remove the goods

1. Without prejudice to the right to an adequate storage rate or fair compensation for the damage caused, the failure to pick up or not remove in a timely manner the goods entrusted to the freight forwarder shall be grounds for termination of the contract.
2. For the purposes of the preceding paragraph, the freight forwarding company shall notify the interested party of the goods, informing them of all the conditions and the deadline for collecting them.

Article 24 Right of retention

Unless otherwise expressly stipulated, freight forwarders 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 freight forwarding company is time-barred within 10 months from the date of completion of the provision of the contracted service.

Article 26 Jurisdiction

- 1.** In the event of recourse to the courts, the chosen forum will be that of the registered office of the freight forwarder with express waiver of any other.
- 2.** However, when the question or the provision of services takes place in the company's delegation or branch, the jurisdiction of the corresponding establishment shall be competent.

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