

GENERAL LOGISTICS SERVICES CONDITIONS.

These General Logistics Services Conditions are a binding part of the service agreement between the customer and the company, with the parties committed to the compliance thereof.

SCOPE OF APPLICATION OF THESE CONDITIONS:

The general conditions apply to all the logistics services offered by the group **PROMOCIÓN, EXPORTACIÓN Y SERVICIOS, S.A.** (hereinafter, **LeoProex**) either in its capacity as Freight Operator, Transporter, Customs Officer, Authorized Economic Operator, Storage, general logistics or any other activity they may provide and these conditions may apply to.

These general conditions are available to customers, providers and the general public at any LeoProex office in Spain and on the company website (www.leoproex.com).

They are also registered in the General Hiring Conditions Registration Deposit Book of the Commercial Register of Valencia.

DEFINITIONS

a) Company: Means PROMOCIÓN, EXPORTACIÓN Y SERVICIOS, S.A and the different group branches, agents and representatives.

b) Customer: Means the person the company provides its services to.

c) Shipper/Sender: Means the person who contracts the transportation on their own behalf, whom the carrier is required to transport to.

d) Carrier: Means the person who undertakes the obligation to transport in their own name, irrespective of whether done using their own means or by hiring the transport services of others.

e) Recipient/Consignee: Means the person to whom the carrier must deliver the goods in the place of destination.

I. GENERAL PROVISIONS

1.1. If there are no specific instructions, **LeoProex** may choose the itineraries, means and forms of transport which, in its opinion, are the most appropriate for carrying out the transport and/or delivery of the goods in optimal conditions.

1.2. The goods shall always be issued at the risk and expense of the sender and/or recipient and the insurance shall only be covered in accordance with the instructions received thereby in writing.

1.3. If the consignee or recipient does not take responsibility upon arrival for all or part of the goods, they shall be deposited at the risk and expense of the sender or the person concerned, subject to legal provisions or, as applicable, the business uses established in the place of delivery.

2. DESCRIPTION OF THE GOODS AND PACKAGING.

2.1. The accuracy of the goods declared in relation to their characteristics, description, brands, quantity, weight and volume is guaranteed for **LeoProex**, with the sender and/or recipient being liable for losses, damages, faults and/or penalties that may be caused to third parties due to the inaccuracy of the above-mentioned data, and those arising from inadequate, defective or misused packaging that causes damages or losses to the merchandise or to the handling equipment or means of transport, even when such inaccuracies or deficiencies appear in operations not directly performed by **LeoProex**, who shall also be compensated for additional expenses caused for such reasons.

2.2 The shipper must be given 24 hours of notice in addition to the period required for standard freight for hazardous goods load orders. All shipments of hazardous goods must comply with ADR/IMDG standards in force at all times. The sender is solely responsible for complying with existing law, for packaging, documentation, brands, waybills and any other requirements for the transport of such goods, thus specifically relieving **LeoProex** from being held liable for any related non-compliances with third parties.

In cases of omission or insufficient information, the sender shall be liable for the damages caused by the goods, with **LeoProex** having the right to be reimbursed for the expenses caused for such reason and being relieved of any liability if the goods have to be unloaded, destroyed, neutralised or turned into harmless goods, as the circumstances require and with no right to compensation.

2.3 The guarantees and obligations of the shipper set forth in the previous points are extended for shipments to the USA. The shipper is responsible for prior information requirements and the documentation necessary to import to said country needed at all times by the authorities, with such party being liable for their accuracy and timeliness. The shipper shall also cover the costs of all expenses, damages and losses that may arise from any non-compliances, without **LeoProex** being liable for the related consequences of not having informed the US Customs Department of the nature of the shipment with the prescribed notice, or mistakes in the import documentation. In cases of omission or insufficient information, the shipper shall also cover the losses caused.

2.4 For the purposes of the SOLAS Convention (Verified Gross Mass/VGM). The sender/customer shall be responsible for the VGM declaration form, agreeing to compensate **LeoProex**, for any injury, loss or damage, including fines, lawyers' fees, other expenses and sanctions arising from the failure or defect in the verified gross mass (VGM) declaration form, for the purposes of the SOLAS Convention. The sender/customer also guarantees the accuracy of the measurement, weight and content declaration for the purposes of the VGM.

3. LIABILITY.

3.1. LeoProex is liable for the damages arising from the loss, failure or delay in the delivery if the loss takes place between the time when it collected and delivered the goods. However, it shall not be responsible for the events or actions resulting or arising from faults or negligence of the sender or recipient; natural shrinkage and/or inherent

vice of the items; strikes, lock-outs or other labour disputes that affect the work; natural disasters, force majeure, theft or any other cause that **LeoProex** could not have avoided or the consequences of which could not have been prevented using reasonable care.

3.2. **LeoProex** shall not be liable for the compliance of instructions issued after sending the shipment or transport documents, and any other contingency arising from these subsequent instructions.

3.3. When the liability arises from such events or actions that take place during the transport, and if **LeoProex** is required to subrogate, under no circumstances may the liability exceed that assumed before these train, navigation, air, road transport or warehousing companies, or any intermediary that intervenes during the transport, in accordance with the international regulations and agreements in effect.

3.4. When the transport is carried out by two or more different means of transport, **LeoProex's** liability shall apply to the regulations of each phase and method of transport. When it is not possible to establish the journey stage when the damage occurred, **LeoProex's** liability shall be decided in accordance with the provisions set forth in Law 15/1999 on inland freight transport contracts. Additionally, protests for losses, damages or delays in the goods shall be governed by law applicable to the means of transport the delivery of the goods employs or should use.

3.5.- Under no circumstances shall **LeoProex** be liable for loss of profits, consequential, indirect, exemplary or punitive damages and specifically **LeoProex** shall not be liable for interruptions to production, the business or sales arising from the delay, losses, theft or damage to the goods.

4. LIMITATION OF LIABILITY.

4.1 **LeoProex's** liability for losses or damages to the goods is limited, as a maximum, to the amounts established in current transport law:

4.1.1. For land freight in Spain, the limitation set forth in Article 57 of Law 15/2009 shall apply, a third of the Spanish Public Revenue Index (IPREM) per kilogramme of gross weight of the goods lost or damaged.

4.1.2. For the International Carriage of Goods by Road, the limitation set forth in the CMR Convention shall apply, the amount of 8.33 Special Drawing Rights per kilogramme of gross weight of the goods lost or damaged.

4.1.3. For international maritime transport, the limitation set forth in the Haya-Visby Rules or their implementing regulation shall apply, i.e. the greater of 666.67 Special Drawing Rights per package or unit or 2 Special Drawing Rights per kilogramme of gross weight of the goods lost or damaged.

4.1.4. For national maritime transport, the same limitation of liability as that set forth in the previous section (4.1.3.) for international maritime transport shall apply, pursuant to the Spanish Shipping Act (Articles 277-278 of the Spanish Shipping Act).

4.1.5. For air transport, irrespective of its area, the limitation set forth in the Montreal Convention shall apply, the amount of 19 Special Drawing Rights per kilogramme of gross weight of the goods lost or damaged.

4.2. If **LeoProex** is responsible for damages resulting from delayed delivery, its liability shall be limited to an amount that does not exceed the equivalent of the transport price pursuant to the contract entered into with **LeoProex**.

4.3. The concurrent liability of **LeoProex** shall not exceed the limitations of liability for total loss of the goods.

4.4. These limitations shall apply to all claims made against **LeoProex**, irrespective of whether the claim is based on contractual liability or extra-contractual liability.

4.5. In the event of a goods deposit and storage service, **LeoProex** shall limit its liability in accordance with the provisions laid down in the Spanish Land Transport Regulations (Chapter 1 of the RD 1211/90 applicable to ancillary and complementary transport activities) to €4.50 per kilogramme of gross weight of the goods lost or damaged.

4.6. LeoProex shall not be liable under any circumstances for the indirect damages or consequential losses arising from a loss, damage or delay. For the purposes of determining the meaning of indirect damages/consequential damages,

the expression shall mean: **(i)** any indirect loss or damage resulting from a loss, damage or delay, i.e. other than the loss, damage or delay and/or: **(ii)** the loss or delay in the production, the loss of use (including, but not limited to the use or the use cost of the property, equipment, materials and services, plus those provided by contractors or subcontractors at all levels or by third parties), the loss of business and interruption to business, the loss of income following the claim, the loss of profits or expected profits, the loss and/or suspension of the rights of the license, concession or authorization of the shipper/receiver.

5. INSURANCE.

5.1. It is hereby recorded that the service contractor may take out an additional insurance contract that covers the value of the transported freight prior declaration of its value and payment of the corresponding premium.

6. PRICE OF THE CONTRACTED SERVICES.

6.1. The transport and other services involved in **LeoProex's** activity are understood to have been contracted in accordance with the rates in force when contracted and within the limits established therein. If no rates exist, the contracting shall use the regular or market prices corresponding to the place where the contracting takes place. The additional costs that arise as a consequence of facts or circumstances after the contracting date or, as applicable, the issue date of the shipment or transport documents, shall be paid for by the customers, provided these are duly justified and are not due to the fault or neglect of any of those involved in the provision of the contracted services.

6.2. The payment of any expenses and services provided by **LeoProex** shall be in cash, unless special conditions have been agreed in advance.

6.3. LeoProex has rights of lien and/or retention over the goods for all amounts due pursuant to the services entrusted thereto by the sender and/or recipient or the representatives of either. These rights may be enforced by any means considered appropriate and admissible under the laws of the place where such rights are exercised or, in the absence thereof, the place of dispatch of the goods or the place where the goods should be delivered to. If the goods are lost or destroyed, **LeoProex** has the same rights mentioned above concerning the compensation paid by the insurers, transporters or others.

6.4. In the event of delayed payment of any expenses and services provided by **LeoProex**, the debtor must pay the interest on arrears established in Law 3/2004 of 29 December on measures to combat late payment in commercial transactions.

6.5 Additionally, concerning postponement of invoice payments, this shall be limited to the term agreed in each case with the customer, and payment of an invoice cannot exceed 60 days from the invoice date or performance of the service.

6.6. The customer cannot offset or refuse to pay for the services provided on the invoice due dates without the consent of **LeoProex**.

6.7. The customer must pay not only at the price of the services contracted with **LeoProex**, but also any duly justified additional expenses arising due to transport. On an exceptional basis, the expenses incurred due to the delay of the reception/withdrawal of the container in the destination port shall be jointly borne by the sender and the recipient for **LeoProex**.

6.8. Payment to suppliers. **LeoProex** is authorised to suspend the payment of transport services outsourced by **LeoProex**, until the subcontracted transporter clearly demonstrates the full payment of the carriage accrued in the execution of the transport to the operating carrier. With the aim of preventing any direct action by the operating carrier against LeoProex, action regulated in the Sixth Additional Provision of Law 9/2013 of 4 July, amending Law 16/1987, on Land Transport Organisation.

7. JURISDICTION.

7.1. The sender and/or recipient expressly submit to the jurisdiction and competence of the Courts of Barcelona, waiving any other jurisdiction they may have recourse to.

8. NOTIFICATION AND STATUTE OF LIMITATIONS

8.1 Action for losses, damages or delays cannot be taken if, at the time of delivery of the respective shipments, the corresponding reservations had not been formalised. When concerning losses, damages or delays that take place in the material execution of transport, the protests and reserves must be formulated under the terms and conditions set forth in existing law and under those laid down in the International Conventions regulating the form of transport in question.

8.2. All actions related to the services provided by **LeoProex** expire/elapse in the time frame set forth in existing law and, if applicable, the International Conventions regulating the different forms of transport, with the statute of limitations beginning on the date established in each regulation or Convention.

9. DATA PROTECTION.

LeoProex, in compliance of the provisions laid down in Organic Law 3/2018 of 5 December on Personal Data Protection and guaranteeing digital rights, and Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, hereby informs you that your personal data may be used to comply with the GENERAL LOGISTICS SERVICES

CONDITIONS, and will be added to our ACTIVITY LOG as customers. Such data shall only be used for the purpose of providing the contracted services in accordance with the conditions of this document and the management of information requests.

Therefore, you have the right to access your personal data, rectify inaccurate data or request their deletion when the data are no longer necessary, via written communication to PROMOCIÓN, EXPORTACIÓN Y SERVICIOS, S.A., domiciled at Ronda del Port, 488, Edificio Blau Port, 4^a planta, for the attention of Dpto. de Calidad (Quality Dept.), with the reference 'DATA PROTECTION' (PROTECCIÓN DE DATOS) on the envelope.

(LOGO) REGISTRY OF PERSONAL PROPERTY OF VALENCIA AND ITS PROVINCE

Confirmation Note

Entry 20190018418 Journal 21 Folio 2479 Entry 20190015730 Date 22/03/2019 14:33
Date/Place Doc 19/03/2019, VALENCIA Doc No.

Type of Action Deposit of General Conditions for Contracting

Filer LEOVIGILDO PAREJA MARTINEZ

Proffering Party Proffering Party: PROMOCIÓN, EXPORTACIÓN Y SERVICIOS S.A. Cif (Company Tax No. A08921363 General Condition: GENERAL LOGISTICS SERVICES CONDITIONS CNAE (National Classification of Economic Activities, Spain) Storage and warehousing.

Intervening Parties LEOVIGILDO PAREJA MARTINEZ REPRESENTATIVE

The undersigned Personal Property Registrar, after examining and qualifying the document submitted, in accordance with the Regulations on the Registration of General Conditions for Contracting, has decided to make the requested registration, on:

Folio	Proffering Party No.	Proffering Party
1	20190007479	Proffering Party: PROMOCIÓN, EXPORTACIÓN Y SERVICIOS S.A. Cif (Company Tax No. A08921363 General Condition: GENERAL LOGISTICS SERVICES CONDITIONS CNAE (National Classification of Economic Activities, Spain) Storage and warehousing.

Signed with digital signature recognised in VALENCIA on 28 March 2019 by LUIS ORTS HERRANZ, Personal Property Registrar of Valencia.

Online Verification Service: <https://www.registradores.org/csv>

(* V.S.C.: 34603002262548F8

(* Verification Service Code: this code allows users to confirm the authenticity of the copy by accessing the electronic files of the issuing public body or organization. Printed copies of public documents issued electronically and signed electronically shall be considered authentic copies provided they included the printed version of a code generated electronically or other verification systems allowing users to confirm their authenticity by accessing the electronic files of the Public Authorities, bodies or issuing entity. (Articles 30(5) of Law 11/2007 and 45b of RD 1671/09).

For the purposes of the General Data Protection Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter, "GDPR", you are hereby informed:

- In accordance with the application submitted, the personal data expressed therein and in the documents submitted have been and will be subject to processing and added to the Books and files of the Registry, which the Registrar is responsible for, with the use and purpose of the processing being those collected and set forth expressly in registry law, which serves as the legitimate basis for this processing. The information contained therein shall only be processed in the legally stipulated cases, or with the aim of complying with and facilitating formal advertising requests made in accordance with registry law.

- The data retention period shall be determined in accordance with the criteria established in registry law, resolutions of the General Directorate of Registries and Notaries, and collegiate body instructions. In the case of invoicing services, such retention periods shall be determined in accordance with tax and fiscal law applicable at all times. In any case, the Registry may retain the data for a period exceeding those indicated in accordance with such regulatory criteria in cases where necessary due the existence of responsibilities arising from the service provision.

- When compatible with the specific legislation applicable to the Registry, the rights of access, rectification, deletion, opposition, limitation and portability established in the above-mentioned GDPR are recognised for the interested parties and may be exercised by sending a letter to the Registry management. Similarly, the user may claim these rights before the Spanish Data Protection Agency (AEPD): www.agpd.es. Without prejudice thereto, the interested party may contact the Registry Data Protection Officer, by writing to dpo@corpme.es