

These conditions establish the terms and conditions applicable to all trade relations with Acciona Forwarding S.A. The terms of them are independent of each other. If any of these terms and conditions is deemed to be invalid, the remaining provisions shall remain in full force and effect.

Definitions

- i. Customer: Any natural or legal person who is interested in and concludes a contract of freight forwarding service with Acciona Forwarding S.A.
- ii. Freight Forwarding Services: The freight forwarding services to which these general terms and conditions are applied are all those required by the Customer and which Acciona Forwarding S.A. are obliged to organise regardless of whether they are provided through its own means or through third party means.
- iii. Service Content: The contracted freight forwarding services are those which in each case are included in the Request for Services that the Customer sends Acciona Forwarding S.A. or in the offer of services which the latter sends the former.
- iv. Goods/Cargo: Items subject to transportation.
- v. Dangerous Goods: Goods which are officially classified as hazardous, as well as goods which are or may become of a dangerous, inflammable, radioactive, noxious or damaging nature.
- vi. Applicable Laws and Regulations: International Conventions, Laws and Regulations or rules of any rank in force and applicable to the means of transport in question, including but not limited to, 1929 Warsaw Convention as amended by 1955 The Hague and 1975 Montreal Protocols for international carriage by air; The Hague-Visby Rules which are made up of Brussels Convention, International Convention for the Unification of Certain Rules of Law relating to Bills of Lading (1924) and The Hague-Visby Rules (1968), an update of the previous one to which a Protocol related to the Special Drawing Right was added in 1979 and 1999 Montreal Convention for International Carriage by Air; 1965 Geneva Convention on the Contract of International Carriage of Goods by Road (CMR) and those regulations which may be applicable to each specific case.
- vii. SDR: Special Drawing Right is the unit of account as defined by the International Monetary Fund.

Offer Validity

This quote is as established in the offer. Freight and services included in our offer are subordinated to any change without prior notice by carriers covering all routes.

Order Confirmation

The customer should confirm in writing the order requested to Acciona Forwarding S.A. and said confirmation implies acceptance of the terms and conditions of the offer and these commercial conditions.

Transit Times and Delivery Deadlines

Transit times and delivery deadlines are estimates and for information purpose. They may be extended in cases of administrative and/or customs works or the lack of documentation required for shipments.

Acciona Forwarding S.A. shall not be responsible for delays resulting from contingences or facts which are not under its control.

Dangerous and/or Special Goods

The customer agrees to inform previously Acciona Forwarding S.A. on the nature of goods, especially if they are flammable, explosive or hazardous goods, as well as on the exceptional security measures that have to be taken for their carriage, handling and storage.

In case of omission or inaccuracies in said information, the customer shall be responsible for both the damages and expenses incurred in the goods and the damages that goods may cause to Acciona Forwarding S.A. or third parties during their carriage, storage or handling.

In case of receiving goods subject to phytosanitary inspection (Phytosanitary Inspection Points) or any other special procedure for the shipment management, the customer shall notify Acciona Forwarding S.A. previously and in writing. Otherwise, Acciona Forwarding S.A. shall not be responsible for any consequences resulting from the lack of inspection and/or rejection of goods by the relevant entity and which prevents from fulfilling the agreement in accordance with the provisions agreed. Likewise, any extra cost arising from cargo positioning or inspections shall be paid by the customer or receiver, depending on where the extra costs occur and in accordance with the contracted terms and conditions of carriage.

Price and Method of Payment

The offered prices do not include VAT or other taxes or fees which may be applicable, unless said concepts are included expressly in the offer. The price may vary without previous notice and due to extraordinary situations such as strikes, surcharges for risk of war and other events outside the control of Acciona Forwarding S.A.

The invoice issue date determines the beginning and the end of the user's obligation to pay. Generally, invoices shall be paid in one lump sum, unless agreed otherwise.

Pursuant to the Spanish Act 15/2010, which establishes new measures to combat late payment in commercial transactions, the maximum time limit for companies to pay for invoices to their suppliers is 60 days. The methods of payment accepted by Acciona Forwarding S.A. are direct debiting, promissory notes and bank transfers.

In compliance with Article 7 of the Spanish Act 7/2012, of 29 October, for transactions carried out by employers or professionals for a sum no less than EUR 2,500, payments in cash of any kind (cash, cheques...) shall not be accepted. The contracting party is obliged to provide all its bank and personal identification details.

No penalty for delays, failures or other reasons not agreed previously by both parties and confirmed in writing shall be accepted.

The non-compliance with the terms of payment agreed entitles Acciona Forwarding S.A. to cancel the existing conditions and demand immediate payment of the total outstanding balance whether due or not; as well as the payment in one lump sum of potential services which may be provided.

Customer's Liabilities

The customer ensures Acciona Forwarding SA the accuracy of the information on the nature, weight, volume, value, dangerous character, special cares and other features of goods. Any customs sanction or fine derived from the inaccuracy or insufficiency of said information shall be paid by the customer.

The customer agrees to provide at any time the goods covered by this contract in good conditions for their carriage by air, road or sea.

The customer shall be responsible for packing and labelling appropriately parcels, as well as for providing the relevant information where goods require special handling.

For shipments of full containers, both the packaging of goods and the disposition of these within the container shall be the sole responsibility of the shipper.

Acciona Forwarding S.A. shall not assume any liability for losses, damages, delays or expenses resulting directly from the insufficiency of packaging or for losses, damages, delays or expenses resulting from improper packaging which does not allow proper handling and management of goods.

The customer shall be liable for damages which may be suffered by Acciona Forwarding S.A. and/or carriers, shipping companies or suppliers contracted by it and caused by default or negligence of the customer and its employees and agents in the exercise of their duties.

Acciona Forwarding S.A. Liabilities

The liability for the carriage of goods is regulated by several special provisions (regarding the carriage by air, by the 1929 Warsaw Convention as amended by 1955 The Hague and 1975 Montreal Protocols; for international carriage by sea, The Hague-Visby Rules which are made up of "Brussels Convention", International Convention for the Unification of Certain Rules of Law relating to Bills of Lading (1924) and The Hague-Visby Rules (1968), an update of the previous one to which a Protocol related to the Special Drawing Right was added in 1979 and 1999 Montreal Convention; for the carriage by road, 1965 Geneva Convention on the Contract of International Carriage of Good by Road (CMR).

Therefore, considering that the subject of this contract is a service of carriage of goods by air, sea and/or road, the liability of Acciona Forwarding S.A. in case of theft, loss, mislaying, robbery, delay or deterioration of goods shall be limited to the compensations established in said special regulations from time to time, whose essential current conditions are summarised in the following four paragraphs

- i. Unless the CUSTOMER had declared a higher value and paid an additional insurance surcharge, in accordance with the following section, the liability of Acciona Forwarding S.A. shall be limited to damages proven up to 19 SDR (Special Drawing Right) per kg or its equivalence in EUR or USD for carriage by air, 666.67 SDR per package or 2 SDR per kilogramme of gross weight (the higher amount applying the container rule) or its equivalence in EUR or USD for carriage by sea and 8.33 SDR per kilogramme of gross weight or its equivalence in EUR or USD for carriage by road.
- ii. The liability for delay in delivery shall be governed by the laws and regulations of each type of carriage.
- iii. Payments for claims shall be subject to evidence of real damages suffered. In cases of loss, damage or delay by one party of the shipment, the weight to be considered to determine the limit of liability of the carrier shall be exclusively the weight of parcel(s) affected.
- iv. Unless otherwise is established by Law, Acciona Forwarding S.A. shall not be liable, under any circumstance, for consequential damages or indirect or consequential losses such as alternative transport costs, lost profit, opportunity costs, moral damages or similar.

Acciona Forwarding S.A. shall not assume any responsibility for any claim which may arise from actions attributable to the customer and the customer shall bear any amount of

compensations and costs resulting from third parties' claims whose causes are directly attributable to actions and omissions by the customer, its employees or companies related to it or involved in the service covered by this contract.

For goods of a higher real value than the limit mentioned above, there is an additional insurance available to customers who desire to increase said limits of liability upon payment of the premium which is in force at the time of the subscription of the contract of carriage. The customer has to request expressly Acciona Forwarding S.A. to arrange this additional insurance contract in good time so that it can quote the premium and the customer expressly accepts the subscription of it. In any case, the compensation for loss or damage shall never be higher than the real value of goods duly proven.

We shall not assume any liability for unpackaged goods or goods without suitable packaging to resist risks inherent in carriage. When palletising and/or packing goods, the rule ISPM No 15 has to be taken into account because certain countries require the fumigation and treatment of wood.

Acciona Forwarding S.A. shall be relieved of any liability if the election of third parties, acting in their capacity as carriers, freight forwarders, warehouse operators, customs officers and others required by the carriage, storage, handling and delivery of goods, has taken place according to the instructions given by the customer. Likewise, it shall be relieved of any liability when the instructions of carriage have been given to outsourced third parties in accordance with instructions from the customer. In these cases, Acciona Forwarding S.A. may waive its rights against said third parties, assigning them to the customer.

Acciona Forwarding S.A. shall not be responsible for damages and/or loss which may suffer goods when these are transported, stored and/or handled by persons or companies directly contracted by the customer.

Acciona Forwarding S.A. shall not be liable for any loss or cost incurred by the customer like loss of profit, loss of customers, fines, and loss due to devaluation or penalty clauses, exchange rate fluctuations or fees or taxes increased by Authorities.

Acciona Forwarding S.A. shall not be liable for any loss and/or damage which may be suffered by goods if any of the following circumstances occurs:

- i. Fault or negligence by the customer or its authorised representative
- ii. Defective packaging, labelling and stowage or the lack of them
- iii. War, rebellion, revolution, insurrection, power usurpation or confiscation, nationalisation and requisition by or under the orders of a Government or a public or local Authority
- iv. Strike, lock-outs and other labour conflicts which affect the work
- v. Damages caused by nuclear energy
- vi. Natural disasters
- vii. Force majeure and all those circumstances that Acciona Forwarding S.A. could not avoid and the consequences of which it was unable to foresee
- viii. Decrease in volume or weight or any other loss or damage resulting from hidden defects, special nature or goods defects
- ix. Other grounds of release of liability established in conventions or legal provisions in force.

Abandonment of cargo at destination

Where goods are abandoned at destination, the freight and other costs incurred shall be borne by the customer. Acciona Forwarding S.A., or the operator designed by it, can deposit them at the expense and risk of the customer or send them to the destiny established by the applicable laws and regulations. Likewise, it may proceed with the disposal of goods without waiting for instructions from that one who has right to them, where this is justified by the perishable nature or the conditions of the goods. In the remaining cases, it may also proceed with the disposal of them if it does not receive instructions to the contrary from that one who has right to them within a reasonable time limit.

The contract of carriage shall be considered fulfilled –although the original bill of landing has not been delivered- when, in accordance with the applicable customs provisions at destination, the goods should be deposited or delivered to entities designated by the Administration, being a liability of the customer from the time of the delivery and releasing Acciona Forwarding S.A.

Claims

At the time of the delivery of goods transported or stored, the receiving party shall check the conditions in which they are received, as well as the amount, number and weight of the packages delivered. In case of visible damages in goods or loss of any package, the receiving party shall record the defect, damage or loss identified in a transport document or bill of landing at the same time of the delivery. In addition to the above, the customer needs to claim in writing and within the periods established by the special laws and regulations on carriage by each of means of transport.

If there is any damage which is not visible, the receiving party shall notify it as soon as possible and always within the time limits established by the specific laws and regulations of the appropriate means of transport. Otherwise, it shall be understood that the goods were delivered in conformity and the customer shall lose the right to claim against Acciona Forwarding S.A.

Each service provided shall be invoiced separately. No compensation of accounts or balances derived from claims of liability against Acciona Forwarding S.A. or of any other concept shall be accepted until said claims or concepts are duly based, in any case, on demandable titles. The payment for claims shall be subject to evidence of real damages suffered. In no case, the customer may withhold the payment of invoices payable to Acciona Forwarding S.A. as a consequence of damages and/or losses of goods.

ICC (A) Insurance Policy

Before transportation starts, the customer shall confirm the desire to contract the cargo insurance under conditions ICC (A) and the countries which must be included in the coverage.

The insurance policy excludes the following goods: fur coats and/or raw furskins and manufactures thereof; alcohol; animals, living plants and flowers; jewellery, watches, art collections and objects, both old or rare; steel coils; meat, fish or refrigerated or frozen fresh seafood; empty containers; money in cash, award-winning pools or lottery; securities and credit cards, phone cards or similar; used machinery, damaged goods or goods returned to origin; hazardous, flammable, corrosive, explosive and/or radioactive materials; bulk goods (cement, flour, seeds, etc.) and bulks in bags; refrigerated goods and/or frozen and/or refrigerated products; moves and personal belongings; perishable products not refrigerated (fruit, vegetables, plasma, etc.); tobacco; consumer electronics, including but not limited to

digital cameras, computers, MP3 players, USB sticks, microprocessors, mobile phones of any kind and phone cards, tablets, game consoles; vehicles, pleasure crafts; flat glass, panes, mirrors and glass which is not part of pieces of furniture or similar.

Countries not included in the all-risks policy due to risk of war/strikes: Colombia, Republic of the Congo, Democratic Republic of Congo, Israel and Palestine, Liberia, Georgia, Nigeria, Pakistan, Somalia y Libya.

However, they may be covered on a case-by-case basis, applying an extra Premium which shall depend on the severity of each country at any given time.

Right to retention

Acciona Forwarding S.A. has the right to retain the goods carried from customers who have not pay the amounts owed to the former in accordance with the services entrusted to it. Acciona Forwarding S.A. may exercise this right through any means as it may consider appropriate and accepted by Law. If goods are lost or destroyed, the Freight Forwarder shall have the same aforesaid rights regarding compensations to be paid by insurers, carriers or others.

Confidentiality and data protection

Pursuant to the Spanish Act 15/1999 on Data Protection and its complementary legislation, Acciona Forwarding S.A. informs the customer that its information is recorded, kept and handled internally by authorised personnel which are expressly related to the nature of the service covered by this contract.

Details provided by the customer are the minimum information required for providing the service and they shall be used only for provided it. This data shall not be used for any purpose other than that of this contract. It shall not be revealed to third parties unless Acciona Forwarding S.A. has to comply with legal obligations of public authorities in the exercise of its competences.

The customer may refer to, modify, correct and cancel its data at any time provided that it is notified in writing to the issuing department of this contract.

Applicable Law

Both parties agree to waive expressly any jurisdiction which may correspond to them and to submit themselves to the jurisdiction of the Courts and Tribunals of Madrid, Spain, in order to settle any dispute which may arise from the construction, execution and delivery of this contract. The Spanish Law shall govern the construction, compliance and implementation of this contract.