

GENERAL CONDITIONS OF SERVICE PROVISION BY FORWARDING COMPANIES

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Article 1 Definitions

For the purposes of these "General Conditions", it is considered:

- a) Client/Contractor: any person having rights or obligations relating to 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 which are or may become or assume a dangerous, inflammable, radioactive, toxic or harmful nature.

d) Written: any visually expressed way of representing or reproducing words in a permanent way, namely letters, telefax, telex, telegram, e-mail or any other registration by electronic means.

e) Forwarding Services: services of any kind related to transport, consolidation, deconsolidation, storage, handling, packaging, logistics and/or distribution of goods, as well as ancillary and advisory services related to the shipment of goods, including the contracting of insurance and collection of refunds.

f) Freight forwarder: a person who performs a freight forwarding service contract with a Customer.

g) Carrier: person who carries out the transport of goods by his own means of transport (actual carrier) or any person subject to carrier's liability for having expressly or tacitly assumed such liability (contracting carrier).

Article 2 Scope

Any and all services rendered by the forwarder, which take place within the scope of the activity and the regime defined in the respective legal statute approved by Decree-Law no. 255/99, of July 7, shall be governed, unless otherwise agreed, by these general contractual clauses.

Article 3 Applicability

The Forwarding Agent shall render its services in accordance with the client's instructions, as agreed. In the absence of written stipulation of different contractual conditions, the customer, whether intervening or acting as the owner of the goods or merchandise, whether or not doing so as an agent or representative of another, is constituted before the forwarding agent in the rights and obligations that these general conditions establish.

Article 4 Presentation of prices

1. Unless expressly stipulated otherwise, the prices proposed by the freight forwarder do not cover duties, emoluments, taxes or fees that the Tax Administrations, Customs, or others, of official nature cover, and only apply to cargoes 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 in themselves the expenses and charges of stoppage, storage, repair or others of an accessory nature,

unless they are expressly included in the conditions of the proposal and have not been, in due time and formally, excluded by the customer.

Article 5 Change of prices

The prices set may be changed, provided that circumstances arise that modify the constraints on which the proposals were based, in particular:

a) Inaccuracy or subsequent alteration of the customer's indications regarding the content, weights, volumes and values of the things object of the service, or regarding the conditions of purchase and sale;

b) Routing by transport in a manner different from that proposed by the freight forwarder, or traffic interruptions 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 phenomenon 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

Unforeseen expenses that the forwarding agent has to incur due to force majeure or unforeseen circumstances, in the performance and exercise of his duties, as well as to guarantee the conservation or preservation of the goods or merchandise that are the object of the contract, make the corresponding revision of the stipulated conditions legitimate and enforceable.

Article 7 Validity of proposals

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

Article 8 Written instructions

1. The customer is obliged to state, in writing, and in a clear, precise and complete manner, the instructions and specifications of the goods concerning the object of each contract.

2. The freight forwarder, on the date of receipt of the instructions, must proceed to their analysis in order to verify their conformity with the services he has undertaken to provide.

Article 9 Verification of instructions

Upon receipt of the documents issued by the forwarding agent, the client must examine them carefully and immediately point out any errors or discrepancies, so that the forwarding agent can make the necessary corrections in time.

Article 10 Inadequate or insufficient instructions

1. 1. In the event of errors, inaccuracies, inadequacies or lack of information necessary for the proper performance of the contract, in particular as to the nature, value, weight, extent or content of the things covered by the contract, the client shall bear all responsibility for the consequences resulting from such anomalies.

2. If the forwarding agent becomes aware of any anomalies or irregularities referred to in the preceding paragraph, which may result in liability and/or damage to any of the contractors or third parties, he must immediately inform the client, so that these anomalies or irregularities can be remedied in good time.

3. If the anomalies or irregularities referred to in the preceding paragraphs are not remedied in time to allow the forwarding agent to perform the services which are part of his duties, he shall be entitled to terminate the contract, or to perform it in accordance with the content of the client's documents and statements, in which case all damages and liabilities arising directly or indirectly from the said anomalies or irregularities shall be borne by the client.

4. In the case of goods subject to a contract of sale, the non-conformity of the customer's instructions with the conditions inherent to the said contract shall be the responsibility of the customer.

Article 11 Insufficient or inappropriate packaging

1. The customer is responsible for damages resulting from insufficient or inappropriate packaging.

2. At any time during the execution of the service, if the packaging is found to be damaged, the freight forwarder may make the necessary repairs to the customer's account, giving prior notice, unless the urgency of the repair does not allow it.

3. This urgency must be justified.

Article 12 Dangerous Goods

1. Unless expressly accepted in writing, in each case, the freight forwarder shall not treat or cause to be carried dangerous goods or considered as such, or any other goods that may cause damage to third parties.
2. If any customer delivers goods of that nature, without express acceptance of the freight forwarder, will be responsible for all losses or damages caused to the freight forwarder, and / or third parties and will have to compensate all damages, expenses, fines or claims that such goods give rise to, which may be destroyed or negotiated under the control of the competent authority, when this is deemed convenient

Article 13 Special delivery conditions

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

Article 14 Instructions on the movement of goods or merchandise

1. The forwarding agent may promote other operations also on behalf of the contractor, namely the collection or storage of goods or merchandise, either in obedience to instructions received from him, or for the period in which he is awaiting instructions, or even as a consequence of interruptions or postponements in transportation, and shall, in any case, immediately inform the same contractor.
2. In the absence of special instructions from the contractor, the forwarding agent shall use the ways and means he deems convenient or possible for the forwarding of the goods.

Article 15 Other obligations of the forwarding agent

The forwarding agent shall only be obliged to carry out formalities or procedures with the competent authorities expressly requested by the client; in any case, the forwarding agent shall not be liable for any losses that may result from the refusal or delays of those authorities or from shortcomings in the elements provided to him by the client for this purpose.

Article 16 Groupage of goods

Unless expressly indicated otherwise, the freight forwarder can have the goods transported in the groupage system, even if together with goods from different clients, being able to use the routes and means that best suit the interests of the cargo and the client.

Article 17 Insurance of goods

It is not the responsibility of the forwarding agent to enter into any insurance contract intended to cover the risk of any damage suffered by the goods or merchandise during the course of the transport, the organisation and management of which have been contractually entrusted to him, unless it is expressly, timely and duly mandated for this purpose, particularly with regard to the nature of the risks and values to be insured.

Article 18 Refusal or failure to receive

If, for any reason, the consignee refuses to receive the goods object of the service or has ceased its activity, they shall remain at the expense and responsibility of the contractor or whoever replaced him before the forwarding agent, who shall continue to be liable to him for all costs of the service and the eventual return of the goods.

Article 19 Payment of invoices

1. Failure to pay the invoice issued by the forwarding agent within a maximum period of 15 days from the date of its presentation, unless expressly agreed otherwise, shall constitute the debtor in default of the obligation to pay interest at the legal rate.

2. If no provision has been made and the invoices involve disbursements in foreign currency, they shall be subject to corrections resulting from exchange rate changes that may occur up to the date of payment, as well as 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 is entitled to lodge complaints against the invoices or debit notes of the forwarding agent, provided that he does so, on a reasoned basis, within 15 days of the date of their submission.

Article 21 Provision

The freight forwarder may request a provision from the customer whenever there is the payment of freight, customs duties and other duly justified disbursements on behalf of the customer.

Article 22 Limitation of liability

1. The freight forwarder is accountable to his client for the non-fulfillment of his obligations, as well as for the obligations contracted by third parties with whom he has contracted.
2. The freight forwarder's liability resulting from the contracts concluded is limited by the amounts established by law or convention for the carrier to whom the material execution 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 loss or the value of the goods or merchandise, if this is lower.

Article 23. Lack of lifting or removal of goods

1. Without prejudice to the right to an adequate storage fee or to fair compensation for damages caused, the failure to pick up or remove the goods entrusted to the forwarding agent in due time shall constitute grounds for termination of the contract.
2. 2. For the purposes of the preceding paragraph, the forwarding company shall notify the person concerned of the goods, informing him of all the conditions and the time limit for their removal.

Article 24 Right of Retention

Unless expressly provided otherwise, freight forwarding companies may exercise their right to withhold goods entrusted to them as a result of their contracts, for the resulting claims.

Article 25 Limitation of the Right to Indemnity

The right to compensation resulting from the liability of the forwarding company shall expire within 10 months from the date of completion of the contracted service.

Article 26 Competent forum

1. In case of appeal to the courts, the forum chosen shall be that of the headquarters of the forwarding agent with express waiver of any other.

2. However, when the matter or the provision of services occurs at the delegation or subsidiary of the company, the forum of the corresponding establishment shall be competent.

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Applicable by virtue of Decree-Law 255/99 of July 7.
(Communication under the terms and for the purposes of Article 5 of Decree Law 446/85 of 25 October).