



COORDINADORA

The transport engineering company

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND APLICATION

1.1 Definitions:

“Offer”: shall mean any economic, technical and/or commercial proposal made by COORDINADORA, its employees, authorized agents and/or servants.

“CUSTOMER”: shall mean the receiver/requester of the Offer submitted by COORDINADORA, whereby it is specified the services to be rendered.

“COORDINADORA”: shall mean Coordinadora Internacional de Cargas S.A., its subsidiaries, affiliates, parent company(ies) and/or branch offices.

“Project”: shall mean the whole service(s) offered by COORDINADORA and to be performed in accordance with the offer and the Terms and Conditions established herein with.

“Contract”: shall mean any form of agreement between COORDINADORA and the CUSTOMER, whether entered by implied or express consent by the CUSTOMER to the Offer, through email or Purchase Order form.

1.2 Application:

These Terms and Conditions shall apply on all offers and contracts to be concluded -whether by email exchanges or under Purchase Order form- between Coordinadora Internacional de Cargas S.A., its affiliates, subsidiaries and branch offices, and their CUSTOMERs, as defined herein with, for all services offered and/or performed.

In case of any inconsistency between these Terms and Conditions and the Terms and Conditions of the Offer/Contract, the latter shall prevail.

These Terms and Conditions shall be deemed to be a part of all contracts between the CUSTOMER and COORDINADORA. Orders and instructions of the CUSTOMER, after receiving the Offer shall be considered as his acknowledgement and acceptance of these General Terms and Conditions.

General Terms and Conditions of the CUSTOMER will not be applicable and shall in any way be superseded by these Terms and Conditions and the Terms and Conditions of the Contract, if any.

2. GENERAL TERMS AND CONDITIONS

2.1 The offer/service(s) does not include any concept, whether technical, economic or operational, that is not expressly mentioned. Upon request COORDINADORA will clarify [name of the customer] any concept or condition of the Offer/Contract.

2.2 All prices, rates, tariffs, duties, dates, procedures, solutions and any other condition contained within the Offer/Contract have been designed, calculated and estimated in accordance with the details, documents, technical information, drawings and/or packing list(s) and the RFQ conditions provided by [name of the customer], as well as the information publicly available in the market at the time of presentation of the Offer/Contract. In case of later changes of any of the above-mentioned sources parts or the totality of this offer may be revised in accordance with the new information and / or scenario.

- 2.3 All prices, rates and/or freights indicated within the economic offer have been established without any taxes and/or duties that may be applied to the offered services in accordance with the tax regulations. If, as a consequence of any compulsory regulation, a withholding tax shall be deducted to any payment that CUSTOMERs shall satisfy at destination, the invoice to be issued by COORDINADORA will be increased in the amount of the withholding tax applicable to these services
- 2.4 Economic and technical conditions of the Offer/Contract are subject to presentation of proper drawings, technical details, and full cargo final specifications, showing position of centre of gravity, lashing and lifting points, casings, cradles and any other relevant information, or any changes of any of these, for any piece weighting more than 20 Mt or measuring more than 75 cbm, if required by COORDINADORA.
- 2.5 All technical solutions and procedures designed and / or prepared by COORDINADORA within the context of the project will be presented before the customer for its final approval prior to its implementation.
- 2.6 Cargo must be duly protected and covered for the purposes of the air/sea/land transport operation in order to avoid any deterioration, rust, moisture, warpage, breakage, chipping, moisture, split, broken ends, stains, decay or discoloration or any other kind of damage, considering the nature of the cargo and specifically, the transit time of the voyage as well as the weather conditions that may affect the cargo. COORDINADORA can provide professional assessment and suitable protection/coverage for the cargo upon request.
- 2.7 The CUSTOMER shall be solely responsible for ensuring that the cargo is prepared in an appropriate way for air, maritime and/or land carriage, as the case may be, and must have sufficient lashing and lifting points to guarantee the lashing and lifting can be done according to proper standards, so as to ensure that it can be carried and handled safely with ordinary care so as not to injure or damage any persons, goods or property.
- 2.8 Any casing of the cargo must comply with the International wood fumigation regulations.
- 2.9 COORDINADORA will not accept any liability for any consequential and/or liquidated damages, which might arise from delays in the scheduled deliveries of the cargoes at their places of origin/collection.
- 2.10 Any delay in obtaining/releasing the licenses and/or permits from public authorities, when not directly attributable to COORDINADORA, shall not entitle the CUSTOMER to request any penalty or compensation.
- 2.11 COORDINADORA and its subcontractors will provide the CUSTOMER with the transport documents in accordance with the national and international regulations applicable to this project. The contents of these documents shall be deemed to be fully applicable and binding.
- 2.12 Any Cargo to be carried pursuant to this offer shall be deemed to have been accepted for transportation without a declaration of value or without an interest in delivery irrespective of any statement of value indicated on the air waybill/Bill of Lading/CMR or otherwise.
- 2.13 Unless expressly indicated, all prices, rates, tariffs, duties and charges are VAT excluded, when applicable.

- 2.14 Other charges, taxes, tariffs and/or duties of any kind whatsoever, over the cargo, either at the ports and airports of origin or destination, others than those already included in this offer, are not included.
- 2.15 Unless otherwise indicated within the economic conditions of the Offer/Contract, working hours of COORDINADORA's and/or subcontractor's personnel shall be limited to a 10 hours/day, with six workable days per week and any work to be executed on weekends and/or official holidays – whether local or national, scheduled or unforeseen- and/or at night hours is not included.
- 2.16 Demurrages and / or detentions, on the means under our control, for causes beyond the control of COORDINADORA and our subcontractors are not included.
- 2.17 Provision of special cradles, special lifting lugs, special lifting devices and/or special lashing eyes is not included.
- 2.18 Special lashing arrangements or handling procedures demanded by third parties -including public authorities-, additional to the conditions contemplated within the technical offer, are not included in our costs.
- 2.19 Unless expressly indicated within the technical offer, cargo surveys at origin/destination are not included.
- 2.20 COORDINADORA will offer upon request, a fair quote for engineering consulting services for the transport operation, through his qualified personnel, including full engineering assessment, lashing and securing studies, cargo surveys, pre and post loading reports, route surveys, Port Captain and supercargoes services, etc.
- 2.21 On regular flights, in order to guarantee the prices, space availability and desired departure dates 10 working days of prenotice are needed.
- 2.22 In case of regular flights, the air transport operation will be executed under airliner conditions and therefore the estimated times of departure and delivery are subject to aircraft's space availability at departure and / or connection airports, airplane delays, changes of aircrafts, changes in connection flights, airport congestions, cargo congestions, cargo segregation conditions, etc.

3. CUSTOM CLEARANCE CONDITIONS

- 3.1 In case Customs Clearance procedure to be executed by COORDINADORA:
 - 3.1.1 COORDINADORA will provide custom clearance services as per customers instructions, in the most efficient manner and always through well trusted customs agents.
 - 3.1.2 CUSTOMER shall properly, timely and accurately submit all the documentation and information for the execution of the custom clearance procedure.
 - 3.1.3 CUSTOMER will be responsible for the inaccuracy, delay, customs fines and any other consequence derived from receiving late and/or incorrect information and/or documentation.

- 3.2 In any case, CUSTOMER shall satisfy custom duties directly to the custom agency and COORDINADORA shall not be responsible for any late payment of these duties and tariffs, nor of any extra costs or any other kind of direct or indirect consequence that may derive from the delay of the customer to fulfil its duties payment obligations.

4. PAYMENT CONDITIONS

- 4.1 Unless otherwise expressly indicated within the Offer/Contract, payments shall be made within 30 days of the invoice issuance.
- 4.2 EU Directive 2011/7 of February the 16th, and Spanish Law 3/2004 shall apply.

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