

General Terms and Conditions of Engagement of General Logistics Systems Spain S.A. ("GLS Spain")

These Terms and Conditions apply to urgent courier service contracts. It will come into force in January 2021 until its further update.

1. Purpose

- 1.1 These Terms and Conditions ("T&Cs") will regulate the relationship between GLS Spain and its customers. The customer will unreservedly accept these T&Cs upon purchase of any services offered by GLS Spain.
- 1.2 1.2. These T&Cs will apply to all activities carried out by GLS Spain, particularly the collection, shipping, storage and delivery of packages in Spain and internationally. The customer authorises GLS Spain to subcontract any services ordered by the customer. The customer accepts that these T&Cs will extend to subcontractors, collaborators, agents, brokers and workers of GLS Spain.
- 1.3 1.3. GLS Spain may amend these T&Cs at any time, wherever services or any other regulation so requires. The customer will be informed of any changes to the T&Cs by email or by publishing the new T&Cs on the company website, for information purposes in advance of new services being ordered. Should the customer disagree with any of the contents of the T&Cs, they must refrain from engaging any service offered by GLS Spain.

2. Type of goods. Exclusions

Broadly speaking, GLS Spain will not ship goods or merchandise whose possession, sale or transport is prohibited by law and other prevailing regulations in the country of origin, transit or destination, or where their possession or shipping are subject to any sanction due to their nature, characteristics or specific regulations governing their handling or shipping, or due to the very identity of the customer or the recipient. Laws and other legislation are understood to be any regulation in force in a given country, such as laws, regulations, rules, orders, administrative instructions, etc., setting out the imposition of penalties (fines, commercial restrictions or economic sanctions of any kind) on countries, individuals or entities, including but not limited to those imposed by the United Nations and the European Union and its member states.

Each package must fulfil certain requirements based on weight and volume in order to be shipped. Each package must fulfil the following three conditions:

- The package must not weigh more than 40 kilos in total.
- The package will be measured in centimetres in terms of width (W), height (H) and length (L). Double the width (W) and double the height (H) will be calculated. Then, the double width and double height and the length will be added. The result must not be greater than 300 centimetres.
- The package must not be greater than 200 centimetres in length, 60 centimetres in height or 80 centimetres in width.

The following goods will not be accepted:

- Goods exceeding 5,000 euros in value per package. Exceptionally, GLS Spain will have the discretion to accept a package of a higher value.
- Items that are not packaged or packaged incorrectly according to GLS Spain's packaging rules.
- Items that require special handling, are particularly fragile, require shipping in a special position or require storage at a certain temperature.
- Perishable products (with an expiry date).
- Live animals or plants. Human or animal remains.
- Biological samples, stored blood, organs, medicines, narcotics, injections, vaccinations, insulin, etc.
- Cash, bank notes, lottery tickets, bets or any kind of lottery tickets. Securities certificates and other documents of monetary value. Tickets for transport methods.
- Precious gems and metals, jewellery, watches and clocks, pearls, works of art, collectibles, antiques, and treated or untreated furs.
- Any kind of furniture, whether assembled or not.
- Goods whose value is dependent on their content where the loss or deterioration of which could cause great collateral damage (such as data storage devices containing confidential information, documentation, etc.).
- Packages whose contents, external form, issuance or storage is prohibited by a judicial or public authority. This includes packages whose contents are in violation of laws on the protection of intellectual property, including copies of falsified or unlicensed goods (counterfeiting).
- Monitors or televisions. Glass panes (such as screens, mirrors, glazing, etc.).
- Firearms and key parts of arms, replicas, air rifles, ammunition and other deadly weapons under sections 28 and 29 of Spanish Law 4/2015, of 30 March, on the Protection of Public Safety, as well as any item described as an arm, whether regulated, prohibited or war-related, contained in the description given in Royal Decree 137/1993, of 29 January, approving the Arms Regulations, as well as complementary regulations.
- The shipping of alcoholic beverages, tobacco and goods covered by an ATA Carnet will be subject to the fiscal restraints in place, and must be packaged appropriately by the customer. Air freight packages are additionally subject to the exclusions made in Regulation (EC) 300/2008 of 3/1/2008 and any regulation replacing and/or developing it. Under no circumstances will GLS Spain ship alcoholic beverages, tobacco or food products (perishable or otherwise) internationally.
- Hazardous goods and items (including in the European Agreement concerning the International Carriage of Dangerous Goods by Road, or "ADR", which Spain joined on 19 October 1970, in its current wording of 2013 (Spain State Gazette 14/3/2013) or in that in force at any given time, including but not limited to items that are corrosive, flammable, explosive, poisonous, radioactive, infectious, etc.

The shipping of personal objects worth more than 200 euros nationally or internationally not be accepted.

GLS Spain accepts no responsibility for the damage or loss of packages received in contravention of the above exclusions, except where GLS Spain gives its consent in writing. Packages that cannot be automatically classified will be accepted only by a special agreement with the express and written consent of GLS Spain.

Should the sender instruct GLS to ship packages that are excluded under these T&Cs without the advanced written approval of GLS, the sender will assume liability for the shipping of the item. The sender will be solely responsible for any damage to the package and any damage to GLS or third parties caused by packages sent that contravene any of the shipping exclusions. The sender will assume all claims, costs and expenses, including but not limited to the costs of taking the pertinent steps to remove or avoid any damage (such as warranties, temporary storage, return, removal, cleaning, etc.). However, should these T&Cs be breached, GLS will be authorised to complete the shipping and demand a general reimbursement of the costs.

Any labels or markings affixed to a package that indicate its contents under clauses 3.1 - 3.3 will not suffice to release the sender of liability, specifically due to the service description given in clause 2.1 and the automation entailed, nor will it suffice to alert GLS that a package contravenes any of the shipping exclusions. GLS will have no obligation whatsoever to offer special handling. The consent of a shipping company or its agents, or the tacit acceptance of a package does not entail GLS' approval, which, in the shipping of excluded goods, must be express and in writing.

GLS Spain may refuse to send packages with insufficient packaging or which present a risk to the safety or integrity of other shipped items. It is the obligation of the customer to adhere to the shipping exclusions before sending the packages. GLS Spain only accepts packages that are sealed for shipping, and accepts no liability for their contents.

3. Right to inspect

GLS Spain or any governmental authority, including customs, may open and inspect any package at any time. GLS Spain will inspect packages solely for the purpose of checking compliance with exclusion rules or, where necessary, that the declared contents are accurate for the purpose of special written acceptance.

4. Provision of shipping service

- 4.1 GLS Spain, as Shipping Operator, is responsible for providing the shipping services listed below, which may be carried out by third parties. The customer authorises GLS Spain to subcontract some or all of the shipping pursuant to this document, taking into account that GLS Spain will ensure that all necessary agreements are signed with these third parties to ensure that the services are provided with the required quality and security in each case.

The services and the conditions in which they are provided are: collection, shipping and delivery at the destination address.

Packages will be delivered to the destination office within office hours, depending on the standards of the destination country and assuming a working week from Monday to Friday, with the exception of special Saturday deliveries.

Deliveries will be made to the address indicated by the customer and labelled on the package, be this a private address or to the deliveries department allocated for such purpose, and in any event according to standard norms. Deliveries will not be made to PO boxes or similar, except where expressly authorised by the recipient or according to procedure in the destination country.

Two delivery attempts will be made free of charge. A delivery deadline will not be considered to have been missed when due to the absence of the recipient, change of address, unknown address, lack of contact name and telephone number for private addresses, non-payment of postal charges, advances or reimbursements, deliveries after the deadline when making a second delivery attempt, force majeure or other reasons not attributable to GLS Spain.

Packages will be delivered to recipients under the standards established by GLS Spain at any time or in accordance with the services provided by GLS Spain and ordered by the customer. For instance, upon delivery, a handwritten or electronic signature or the identification number of the recipient will be recorded either through computer devices provided to the recipient, or by quoting a code that GLS Spain provides the recipient in advance.

Except where regulations in the destination country state otherwise, should the recipient be absent and two unsuccessful delivery attempts be made, GLS Spain reserves the right to deliver the package to an alternative address provided by the recipient (in the same building/company), at the nearest ParcelShop GLS (PS) to the recipient's address or through the Depot Service (where the destination country offers such a service). If a package left at PS is not collected by the recipient within 10 days, it will be returned to sender, and neither the customer nor the recipient will be entitled to any compensation.

Should the recipient ask GLS Spain in writing to deliver the packages to a different location than that initially indicated, the packages will be considered delivered when they are deposited in that location. GLS Spain reserves the right to accept the instructions of the new delivery location proposed by the recipient. GLS Spain may consider packages abandoned when 90 days have passed without it being able to deliver them, and may do with them as it pleases, including taking possession of their contents.

Proof of delivery will be provided free of charge so long as this does not represent more than 5% of the average daily packages received by a customer. GLS Spain is entitled to invoice at least 3.00 euros for each proof of delivery that passes the limit set. Any request from a customer for proof of delivery must be within 1 year of the delivery being made.

On occasions, GLS Spain uses electronic methods to obtain proof of delivery. The customer hereby agrees to accept a digital signature from the recipient and for this to be used as proof of delivery.

When issuing goods, the gross weight (goods + packaging) and volume of the package when received by GLS Spain will apply in the event of any discrepancy with the weight stated by the customer. Under no circumstances will packages registered at net weight be admitted. In the event of an incident that affects the transported goods, if the customer has indicated a weight that GLS Spain subsequently discovers is different from the actual weight, the latter will be entitled to refuse to cover the loss.

Collection of packages is confirmed in the documents provided by GLS for that purpose. The electronic transfer of information by the customer is not proof that the packages listed and included in the document have actually been delivered to GLS Spain. GLS Spain has no obligation to check the information sent digitally against the packages actually delivered by the customer, unless explicitly agreed in the contract. Should GLS Spain not inform the customer of the difference, that does not mean that the listed packages have been accepted and, particularly, does not mean confirm delivery to GLS Spain.

5. Liability

- 5.1 GLS Spain will be liable for loss or breakage of the goods in its possession where delivered nationally, in accordance with Spanish Law 15/2009, of 11 November, on Contracts for the Terrestrial Transport of Goods. That liability will be limited in accordance with section 57, whereby the indemnity for loss or breakdown may not exceed one third of the Spanish Public Income Indicator Multiplier (IPREM)/day per kilogram gross of lost or broken goods.

For international deliveries by road, liability will be determined by the Convention of 19 May 1956 on the Contract for the International Carriage of Goods by Road, which Spain signed on 12 September 1973. Deliveries by air will be governed by the Warsaw and Montreal Conventions. However, in international shipping, GLS Spain will offer additional coverage of up to 750 euros per delivery.

GLS Spain accepts no liability for indirect or exceptional damage such as loss of profit, income, market, loss of image, damage caused by the inability to use the contents of the delivery or loss of business opportunity. Shipping times established in our rates do not include weekends, public holidays or national holidays in the countries of origin and destination, or delays caused by customs or events beyond the control of GLS Spain.

- 5.2 Customer liability. The customer will be responsible for guaranteeing that the goods sent are legal, and that it is authorised to provide GLS Spain with the identity and contact details of recipients. If, in spite of the checks carried out by GLS Spain, the customer sends an item that is illegal, faulty at origin, with defects, imperfections or with any other irregularity not declared when the services were arranged, GLS Spain assumes no liability and will cooperate with the authorities where necessary.

The customer must provide the necessary information and documents and will be liable for any damage caused by absent or incorrect documentation. Pursuant to the contractual good faith that must preside over all commercial relations, GLS Spain has no obligation to verify whether these documents or information are correct or sufficient.

The customer must ensure that the goods sent are fit for transport, and will be liable for damage and expenses of any faulty packaging. The Shipping for Regular Customers guidelines are available on the GLS Spain website.

The customer warrants that the information and documents provided to GLS Spain to facilitate shipping are accurate and correct.

- 5.3 Exemption of liability for technical incompatibilities or faults. GLS Spain will always act loyally and in good faith, in order to offer customers and efficient service at all times. However, GLS Spain assumes no liability in the following instances:

- When the features and settings of operating systems or screens of customer computers are different, older or incompatible with the website, disabling some of its features or distorting or altering their appearance. The website is designed for use on computers and optimised for mobile devices, tablets and other. However, the appearance and functionality may be compromised on older or incompatible devices; GLS Spain accepts no responsibility for errors or any misfiring.
- When the services cannot be provided due to prolonged cuts to the electricity supply, telecommunication lines, civil unrest, strikes, rebellions, explosions, floods, acts and omissions of Government and, broadly speaking, all cases of *force majeure*.

- When losses are occasioned due to interference, cut-outs, failures, omissions, telephone faults, delays, stoppages or disconnections in the electronic system due to shortages, power surges and errors on telecommunications lines and networks, or for any other reason beyond the control of GLS Spain. In the event of illegal intrusions caused by the use of malware such as viruses. GLS Spain has established default and bespoke security measures to avoid these intrusions, protect the privacy of all users and guarantee the successful operation of the website, but the risk will never be fully eliminated. Incidents may always arise, but users are asked to immediately report to GLS Spain any suspicion or knowledge of any such incident.

GLS Spain does not guarantee continued access or the correct display, download or use of parts of the website that may be hindered, inoperative or out of service due to factors or circumstances beyond its control. GLS Spain accepts no responsibility for the decisions that may be made as a result of limited access to content at certain times. If the website cannot be viewed correctly when a user wishes to, we recommend that they wait a few moments and try again, and if they notice a persistent error, to contact GLS Spain.

6. Additional costs and expenses

In all cases, the customer must assume all expenses accrued by packages in taxes, customs duties, customs forms (DUAS), etc. GLS Spain assumes no responsibility for delays in delivering consignments due to tax and customs procedures. Should that obligation lie with the recipient, who fails to fulfil it for any reason, GLS Spain will pass on the expenses advanced, and will have no obligation to deliver the package until it has been reimbursed for those amounts. GLS Spain may destroy the package should the customer fail to settle those expenses within 15 calendar days of being notified of them. GLS Spain may pursue a claim for reimbursement of funds even after the package has been destroyed in accordance with the above. Should GLS Spain suspend the shipping or delivery of a package for any reason covered by these terms, the customer will not be entitled to reimbursement of the courier fees it has paid.

GLS Spain will charge the prices and costs agreed with the customer. Should the customer give instructions to deliver a package with to different address than that initially stated, or should they require manual handling outside standard rules or not be accepted by the conveyor belt, GLS Spain may invoice the customer according to the current price list in force.

If a package had to be returned to the customer for reasons not attributable to GLS Spain, the latter may charge the customer the return fees. Likewise, it may charge the customer for cancelling an order, at the rates agreed with the customer. Customers who do not have a credit account with GLS Spain must pay invoices issued by GLS Spain when ordering the services. Customers with a credit account with GLS Spain must pay invoices in full and without deductions within 15 days of the invoice date unless agreed otherwise, according to the conditions signed in the credit agreement, in its entirety and without deductions. The issue of debit notes is prohibited, except where the parties have agreed in writing. If an invoice remains unpaid 15 calendar days after falling due, GLS Spain will be able to suspend service without prior warning, after which the general rates will be applied for that case and subsequent orders.

If unpaid bills are returned or invoices are not paid when they fall due, GLS Spain may charge interest at the statutory rate from when the payment falls due, and may also file a judicial claim for the full amount of the invoice should the invoice remain unpaid. Any claim for invoiced amounts unpaid may be made within 15 calendar days of the invoice falling due, and will not be a reason for delayed payment.

7. CashService deliveries (cash on delivery)

CashService deliveries will be made on request by the customer. The customer will be responsible for preparing and recording deliveries in line with the conditions established by GLS Spain.

When the customer delivers to GLS Spain various packages on the same day for the same recipient, each delivery must be documented individually as *CashService* and the corresponding fee will be charged.

The cash on delivery value must be entered correctly by the customer in GLS Spain's system. The upper limit permitted for each package will be equivalent to the maximum amount established in the legislation of each country for cash payments.

Should the recipient fail to make the cash payment on delivery, GLS Spain will not deliver the goods and the customer will be responsible for paying the shipping price. The *CashService* package must be paid for by the recipient upon delivery, without prejudice to the legal requirements in force in each country regarding the upper limit on cash payments.

CashService is offered to the customer on the basis and understanding that GLS Spain will act only as the customer's collection agent and that GLS Spain has no power whatsoever to bind the customer or to enter into an agreement with the recipient of the package on behalf of the customer. The customer must fulfil the specific anti-money laundering obligations required by legislation and regulations in force.

8. Coverage for losses

Standard coverage: If the customer has not purchased any kind of shipping insurance, GLS Spain may only guarantee the indemnity established in the haulier liability rules contained in the Terrestrial Transport Contract Act for any kind of loss and based on the circumstances provided for in those rules, in accordance with section 5 above. This standard coverage will apply when shipping used goods, for *Pick&ReturnService* and *Pick&ShipServices* and for packages that the customer has authorised for delivery at delivery points (authorised depots, ParcelShop or Depot Service) nationally and internationally.

Enhanced coverage. In the case of shipping originating and delivered in Spain, GLS Spain may offer enhanced coverage to that provided for in the Terrestrial Transport Contract Act for certain goods and under certain conditions, which, in any case, will require advanced agreement and purchasing by the customer.

In any event, a sworn declaration by the customer stating that the goods for which a claim is made were not previously insured will be required in order to make a claim.

Reserves. The recipient must declare its reserves in writing or ensure that they are recorded on the delivery note, describing any damage upon delivery. In the event of undeclared breakages or losses, GLS Spain must be informed within 7 calendar days following delivery for national deliveries, and 7 days not counting Sunday and public holidays for international deliveries.

9. Claims

Beyond the scenario provided for above, the deadline for making any claim against GLS Spain with enhanced coverage for national deliveries will be 30 days from the scheduled delivery date. In the event of a claim based on these T&Cs, the customer may not withhold the payment of the services agreed, in whole or in part, but must settle them in accordance with the agreed payment terms. GLS Spain will not offset outstanding invoices with the balance of litigious claims or on which the parties have not reached an agreement. The customer expressly accepts that interest will be accrued in accordance with Spanish Law 3/2004, of 29 December, establishing measures to combat delinquency of payments in commercial transactions, in the event of the unilateral offset of credits not accepted by GLS Spain.

The deadline for claims will be 1 year for international consignments and national consignments without enhanced coverage.

10. Indemnity for loss

In order for indemnity for loss to be paid, the following information must be provided within 30 calendar days of the day on which GLS Spain is informed of the loss: if the customer is a manufacturer, a copy of the proof of product's manufacturing cost and a copy of the sales invoice to the customer. In this case, the amount considered in the payment of the indemnity will be the indicated manufacturing cost excluding taxes and service charges. If that cost is not given, the sum will be calculated by subtracting 25% from the sale price. If the customer is not a manufacturer, a copy of the sale invoice to its customer and a copy of the purchase invoice from its supplier for the whole delivery. In this case, the amount considered for indemnity will be the price indicated in the purchase invoice from its supplier, excluding taxes and service charges.

In the case of damage from any of the aforementioned situations, GLS Spain may request to examine the package. If it is determined that the whole package will be paid for, GLS Spain will take definitive possession and ownership of it. Packages without suitable packaging or that do not adhere to the GLS Spain procedures will not be covered by GLS Spain. Likewise, GLS Spain's coverage does not include damage to packaging. Any agreement that differs from the provisions made above must be recorded in the Transport Services Agreement, which will prevail of these T&Cs. The manner of settling outstanding amounts will be agreed by the parties and payments will be settled by GLS Spain in line with the payment deadline agreed with the customer.

11. Intellectual and industrial property

The customer acknowledges and accepts that all content displayed on the website, particularly designs, texts, images, logos, icons, buttons, software, trading names, trademarks or any other signs or images susceptible to industrial or commercial use, are subject to intellectual and industrial property rights, the exclusive property of GLS Spain and/or third parties. The customer will not reproduce, copy, distribute, make available or otherwise publicly disseminate, transform or modify such content, and will hold GLS Spain harmless from any claim resulting from the breach of such obligations. Under no circumstances will access to the website entail any kind of waiver, transfer, licence or partial or total assignment of those rights, unless expressly stated otherwise.

Should the customer discover or suspect that any content of the website infringes the intellectual and industrial property rights of GLS Spain or third parties, it must immediately inform us in order that we verify and, where appropriate, removed that content. GLS Spain will act in accordance with its internal policy in respect of claims relating to the infringement of intellectual and industrial property rights committed on its website. GLS Spain owns the elements forming part of the website graphic design, menus, browsing buttons, HTML code, texts, images, graphics and any other content, or otherwise has the corresponding authorisation to use those elements. The content shown on the website may not be reproduced in full or in part, or transferred or registered by any backup system in any form or on any medium, except with the advanced authorisation of GLS Spain in writing. Likewise, the customer will respect the rights stated and will avoid any action that may endanger them. In any event, GLS Spain reserves the right to pursue any measures or legal actions available to it in defence of its legitimate intellectual and industrial property rights.

Customers are forbidden from:

- Deleting, ignoring or manipulating copyright, as well as technical protection devices or any reporting mechanisms that may be included in the content.
- Unauthorised or fraudulent use of content for unlawful purposes or effects, forbidden in these T&Cs, harmful to third-party rights and interests or that in any way may damage, disable, overload, impair or prevent the normal use of the services or documents, files and all content stored on any computer.
- Accessing or attempting to access restricted resources or areas on the platform if the conditions for access have not been met.
- Causing damage to the physical or logical systems of the platform, its providers or third parties.

- Introducing or spreading a virus or any other physical or logical systems that could harm the physical or logical systems of GLS Spain, its providers or third parties.
- Attempting to access, use and/or manipulate GLS Spain's data.
- Reproducing, copying, distributing, making available to another person or disclosing publicly, transforming or changing content, unless the holder of the corresponding rights has given their authorisation or where it is permitted by law.
- Deleting, concealing or manipulating notes on intellectual and industrial property rights and other identifying information of the rights of GLS Spain or third parties included in content, as well as technical protection devices or any other reporting mechanisms that may be included in content.

For instance, the customer will not transfer, disseminate or disclose to third parties information, data, content, messages, graphics, drawings, sound and/or image files, photographs, recordings, software and, generally, any kind of material that:

- In any way is contrary to, undermines or threatens the fundamental public rights and liberties recognised in the constitution, international treaties and other prevailing legislation;
- Induces, incites or promotes unlawful, denigrating, defamatory or violent actions or generally those against the law, morality, generally accepted good practice or public order;
- Induces, incites or promotes discriminatory actions, attitudes or thoughts in terms of sex, race, religion, credence, age or condition;
- Includes, makes available or enables access to products, elements, messages or services that are illegal, violent, offensive, hazardous, degrading or, in general, against the law, morality, generally accepted good practice or public order;
- Can or does lead to an unacceptable state of anxiety or fear;
- Induces or incites involvement in dangerous, risky or harmful practices for health and psychological balance;
- Is protected by law in terms of GLS Spain's intellectual or industrial property or that of third parties in case of unauthorised use;
- Is contrary to the honour, personal and family privacy or image of persons.

If the customer negligently breaches any of the obligations established in these T&Cs, it will be liable for any damages payable to GLS Spain and affected third parties as a result of such breach.

12. Cancellation

The customer may request the cancellation of their data by sending an email to: protecciondatos@glspan.es.

The cancellation request will not be processed if the customer has not met its financial obligations; i.e. the customer must have settled all outstanding payments with GLS Spain before cancelling the contract. GLS Spain must store certain information for the statutory periods, which may be 5 or 10 years according to anti-money laundering regulations. At the end of the statutory periods, their data will be destroyed.

13. Contract term and cancellation

Pursuant to the Spanish Act on Terrestrial Transport Contracts, ongoing shipping contracts with a defined term will expire at the end of such term, unless they are extended or renewed. If no term is agreed, they will be understood to be indefinite.

Contracts agreed for an indefinite term will end when so requested by either party in good faith, in writing or by any means providing proof of receipt, with a reasonable notice period of at least 30 calendar days.

GLS Spain may end the contract early, with no prior notice, in the event of any of the following circumstances:

- Breach of these T&Cs. In such cases, GLS will inform the customer of termination.
- The customer has committed a substantial breach of its obligations described in these T&Cs, such as payment.
- The customer has breached any law, regulation or third-party right that applies.
- By order or request by the security forces or courts, or a governmental organisation to public authorities.
- Provision by the customer of inaccurate, fraudulent, obsolete or incomplete information.

14. Dispute resolution. Applicable law and jurisdiction

These T&Cs will be governed by Spanish law. Any dispute will be settled by the Spanish courts and tribunals.

Should any clause be rendered unenforceable or void by applicable legislation or as a result of a judicial or administrative ruling, the remaining clauses will remain fully in force.