

General Terms and Conditions of General Logistics Systems Spain S.A. (GLS) for occasional customers.

January 13, 2021 - Effective until further notice. The most recent version is available at www.gls-spain.es

1. Application

1.1 These Terms and Conditions (T&Cs) apply to all activities carried out by GLS in relation to customers of ParcelShop, particularly in the ordering, handling, processing, storage and all activities relating to the shipping of packages in Spain and the countries belonging to the GLS international network, using its own or third-party vehicles. The contents of the Guidelines for Occasional Senders also apply.
(See <https://www.gls-spain.es/es/la-empresa/informacion-para-clientes/>).

1.2 If in a specific instance the mandatory regulations, such as Spanish Law 16/1987 of 30 July on Terrestrial Transportation, Spanish Law 15/2009 of 11 November on the Contract for the Terrestrial Transport of Goods or any other provision state otherwise or, in the case of cross-border transportation, the Convention on the Contract for the International Carriage of Goods by Road, the Montreal Convention or the Warsaw Convention, each in its current version, contradict these T&Cs, those regulations will prevail over these T&Cs. However, in terms of the non-mandatory provisions, these T&Cs will prevail. Where these T&Cs do not contain regulations, the provisions of Spanish legislation will apply and, ultimately, the provisions of the Spanish Civil Code.

2. Scope

2.1 GLS, as provider of courier services, applies standardised operational processes to deliver packages quickly at a fair price. Packages are shipped as consolidated cargo, classified in our office and collection points using conveyor belts and scanned at the main interfaces and upon delivery to the recipient, recording the date and time.

2.2 GLS has no obligation to investigate or apply measures to preserve or improve products and their packaging.

2.3 GLS' responsibility will end once the package is delivered at the location indicated by the addressee or, otherwise, the location that applies in section 2.5.3 of this document. The instructions given by the addressee will be followed only where given in writing and accepted by GLS or given in a consignment note in accordance with section 10 of Spanish Law 15/2009 of 11 November on the Contract for the Terrestrial Transport of Goods. The haulier's right of disposition will be considered ended once the package has been delivered at the ParcelShop. The right of disposition while the package has not yet been delivered will be in accordance with sections 29 and 30 of Spanish Law 15/2009 of 11 November on the Contract for the Terrestrial Transport of Goods. GLS will refuse any new instructions unless an original consignment note is presented containing the new instructions or unless GLS is reimburse for the expenses and damage occasioned by following those instructions. Execution of the new instructions must not require the dividing of the package nor may it compromise the normal pursuit of GLS' activity or be detrimental to hauliers or recipients of other packages as. If that should occur, GLS will inform that the new instructions cannot be fulfilled, while leaving the original instructions unchanged.

2.4 The collection or receipt of packages at ParcelShop will be recorded with the delivery of the delivery notes provided by GLS.

2.5 Packages that arrive at the despatch office before 5 p.m. will normally be delivered in mainland Spain the next working day (Monday to Friday), although GLS cannot guarantee the precise delivery time.

2.5.1 GLS will make a maximum of two delivery attempts.

2.5.2 Deliveries to commercial recipients can be made to the deliveries departments allocated to that end. Deliveries to PO boxes or similar addresses are not permitted.

2.5.3 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 for international shipping), it will be returned to sender, and neither the customer nor the recipient will be entitled to any compensation.

2.5.4 When a package is delivered, the person receiving it will confirm receipt on the devices provided to that end and, in certain cases, on the delivery list.

The sender expressly accepts an electronic signature as proof of delivery.

2.5.5 If the recipient gives GLS permission to leave packages in a location it designates, they will be considered delivered when left in that location.

2.6 GLS will not be responsible for meeting estimated delivery times when delays occur due to by events beyond its control.

2.7 If the packages could not be delivered in the manner envisaged in clauses 2.5.1 to 2.5.5, whether to the recipient or to any other person named in clause 2.5.3, or could not be delivered to a GLS ParcelShop, and could not be returned to the sender due to the sender being unknown or because they refuse to accept it, GLS will have the right to consider such packages abandoned after 90 days have passed without being able to deliver them, and may do with them as it deems fit, including taking ownership of their contents.

2.8 Payment will be made by credit or debit card on secure payment pages. Payment will be taken when the order is confirmed.

3. 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.

3.1 The following will not be accepted:

- Packages weighing more than 30 kg. The sum of the three dimensions of the package (height, width, length) must not be greater than 150 cm.
- Items that are not packaged or packaged incorrectly according to GLS' packaging rules (www.gls-spain.es).
- Items that require special handling, are particularly fragile, require shipping in a special position or require storage at a certain temperature.
- 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.
- 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.
- Delicate electronic or computer materials (desktop computers, laptops, towers, etc.) may only be shipped if protected by additional packaging suitable for the size, weight and fragility of the item. Monitors or televisions. Glass panes (such as screens, mirrors, glazing, etc.).
- Precious gems and metals, jewellery, watches and clocks, pearls, works of art, collectibles, antiques, and treated or untreated furs.
- 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).
- 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.
- Calling cards, pre-paid mobile phone cards or mobile phones.
- Air freight packages are additionally subject to the exclusions made in Regulation (EC) 300/2008 of 3/1/2008 and its applicable regulations.
- The shipping of personal objects worth more than 200 euros nationally or internationally will not be accepted.
- **CashService** packages (cash on delivery).

- Envíos a los siguientes destinos:
 - EU non-member states such as Switzerland, Norway, etc.
 - EU areas not subject to Value Added Tax (for instance, Canary Islands, Channel Islands) and countries with their own customs jurisdiction (for instance, Gibraltar, San Marino and Andorra).
 - Countries that GLS covers by air such as Cyprus, Greece, Malta and Turkey.

In any event, the rules of section 6 will apply in terms of GLS' liability limitation for losses or damage to shipped packages.

- 3.2 It is the obligation of the sender to adhere to the shipping exclusions before sending the packages. GLS only accepts packages that are sealed for shipping, and accepts no responsibility for their contents. GLS may open and check packages should it suspect them to be subject to any of the exclusions or exceptional situations permitted by law. However, should GLS not open a package to inspect it, and instead trust the conduct of the sender in accordance with good faith presiding over any contract, pursuant to section 1,258 of the Spanish Civil Code, it accepts no responsibility in the event of any damage to third parties or its own goods, with the sender being responsible should its sending of packages that are in breach of the exclusions breach contractual good faith.
- 3.3 Should the sender instruct GLS to ship packages that are excluded under clauses 3.1 to 3.3 without the advanced written approval of GLS, the sender will assume responsibility for shipping 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 take the pertinent steps to remove or avoid any damage (such as warranties, temporary storage, return, removal, cleaning, etc.). However, in the event of breach of clause 3.2, GLS will be authorised to complete the shipping and demand reimbursement of costs, unless the sender provides proof of costs being less than the amount claimed.
- 3.4 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 responsibility, 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.

4. Sender's obligations

- 4.1 The sender 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.

Each package must include or have attached the documents duly completed by the sender and approved by GLS. The sender will assume the consequences of any error in those documents. When the package is delivered to GLS, the sender will ensure that it is in good condition and that the label is affixed to the longest side, and that it is easily visible and complies with the rules established by GLS. Used labels and addresses and any other old markings must be removed. These rules are available at www.gls-spain.es.

- 4.2 Should the sender not meet its obligations under clause 4.1, GLS will have the discretion to unload, store, insure or return the package with no need to indemnify the sender, which will assume all the costs and expenses of such action. For shipping to other EU countries, the sender must guarantee that all documentation needed for VAT exemption in intra-Community shipping is duly completed.
- 4.3 The sender will be responsible for guaranteeing sufficient exterior and interior packaging that is appropriate for the means of transport, correctly identifying the details of the sender and the recipient on the outside of the package. Therefore, the packaging must, on the one hand, guarantee that the goods are well protected from loss or damage and that, on the other hand, the persons transporting it and the other packages being shipped are not exposed to risk. The packaging must be such that the inside of the package cannot be accessed without leaving clear signs on the outside of the package. The GLS Guide for Occasional Senders can be consulted here (see: <https://www.gls-spain.es/es/la-empresa/informacion-para-clientes/>).

5. Shipping fees and reimbursement of expenses

The ParcelShop price list that is valid on the day on which the order is made will apply. Shipping fees must be paid upon dispatch of the package.

6. Liability, insurance and indemnity

- 6.1 GLS will be liable for losses and damage occasioned by packages shipped nationally that are in its possession up to one third of the Public Income Indicator Multiplier (IPREM) per kilo of gross weight of the losses or damaged goods. For packages shipped internationally, the indemnity cap will be aligned with the Convention on the Contract for the International Carriage of Goods by Road and may not exceed 8.33 units of account per kilo of gross weight of the lost or damages goods (the unit of account is set by the International Monetary Fund)
- 6.2 GLS accepts no liability for indirect or exceptional damage such as loss of profit, income, market, loss of image, damage cause by the inability to use the contents of the delivery or loss of business opportunity.
- 6.3 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 out of the control of GLS.

7. Exclusion of other claims from the sender

GLS will not accept any fines that the sender is obliged to pay to third parties.

8. Law / Jurisdiction / Arbitration

- 8.1 Should any of these T&Cs become invalid or unenforceable, the remaining contents will remain unchanged.
- 8.2 The parties, waiving any other jurisdiction that may apply to them and as permitted by procedural laws, expressly refer to the jurisdiction of the courts of the city of Madrid.
- 8.3 GLS does not agree to submit any dispute that may arise between the parties regarding the interpretation or fulfilment of these clauses to private arbitration, including before the Provincial Transport Boards. Customers are considered to understand this refusal of arbitration by sending a parcel with GLS.

Status: November 2020

This text is an adaptation of the GLS General Terms and Conditions of Engagement, solely for the convenience. In the event of litigation resulting from these T&Cs, the version in Spanish of the GLS General Terms and Conditions will be the only binding text, and we recommend that you read and understand them (www.gls-spain.es).