

**GENERAL CONDITIONS FOR SERVICES RENDERED BY FORWARDING COMPANIES<sup>1</sup>**

**Article 1**

**Definitions**

For the purposes of these “General Conditions”, we consider:

**a) Client/Contracting party:** anyone with rights or obligations related to the goods provided for under a contract for the provision of freight forwarding services, signed with a freight forwarder, or as a result of the latter’s activity regarding such services.

**b) Goods:** any property, 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 that are or may become or take on a dangerous, flammable, radioactive, toxic or harmful nature.

**d) Written:** any visually expressed manner of permanently representing or reproducing words, including letters, fax, telex, telegram, email or any other record by electronic means.

**e) Freight Forwarder Services:** services of any kind related to the transport, consolidation, deconsolidation, warehousing, 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 collecting of refunds.

**f) Freight forwarder:** person that executes a contract for the provision of freight forwarding services with a Client.

**g) Carrier:** person transporting the goods by his/her own means of transport (effective carrier) or any person subject to the carrier's liability for having assumed this responsibility expressly or implicitly (contracting carrier).

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<sup>1</sup> Approved by APAT - Associação dos Transitários de Portugal (Association of Portuguese Freight Forwarder), on October 22, 2000. Applicable pursuant to Decree Law 255/99 of July 7. (Communication pursuant to and for the purposes of art. 5 of Decree Law 446/85 of October 25).

## **Article 2**

### **Scope**

Any and all services provided by the Freight Forwarder, which take place within the scope of the activity and the scheme defined in the corresponding legal bylaw approved by Decree Law N. 255/99, of 7 July, shall be governed, unless otherwise stated, by these general contractual clauses.

## **Article 3**

### **Applicability**

The Freight Forwarder shall provide its services in accordance with the client's instructions, as agreed. In the absence of written directives providing different contractual conditions, the client, whether intervening or acting as the owner of property or goods, acting or not as agent or representative of another party, becomes liable for the rights and obligations established by these general conditions.

## **Article 4**

### **Presentation of prices**

1. Unless otherwise expressly stipulated, the prices proposed by the freight forwarder do not include duties, fees, taxes or charges that the Taxation and Customs Administrations or other official agencies may impose, and only apply to the cargo whose nature, weight and dimensions are considered normal for transportation, according to the respective regulations in force.
2. The prices referred to in the preceding paragraph do not include any expenses and charges related to downtime, storage, repair or others of an ancillary nature, unless expressly stipulated in the conditions of the proposal, provided they have not been excluded by the client in a timely and formal manner.

**Article 5**

**Price alteration**

The prices established may be altered, provided the circumstances have arisen which modify the conditions in which the proposals were based upon, namely:

- a) Inaccuracy or subsequent alteration of client statement regarding the content, weights, volumes and values of the goods subject of the service, or regarding the purchase and sale terms;
- b) Shipping in a manner that differs from that proposed by the freight forwarder or traffic interruptions on scheduled itineraries, requiring the use of more costly means or routes;
- c) Delays in services due to natural, political or any other kind of events not attributable to the freight forwarder;
- d) Alteration of regulations, conventions, fees, schedules or rates;
- e) Exchange rate changes.

**Article 6**

**Revision of prices and conditions**

Unforeseen expenses possibly incurred by the freight forwarder due to force majeure or unforeseeable circumstances, in compliance with and during the exercise of its duties, as well as those incurred to ensure the preservation or protection of property or goods covered by the contract, make the corresponding revision of the stipulated conditions legitimate and enforceable.

**Article 7**

**Validity of proposals**

For the purposes of application and implementation of the contractual clauses, the proposals shall be valid for the period of time indicated by the freight forwarder, being expressly

understood that in the absence of such indication, the proposals shall expire fifteen days after the date of their submission to the client.

#### **Article 8**

##### **Written instructions**

1. The client must list, in writing, in a clear, precise and complete manner, the instructions and specifications of the goods relating to the subject of each contract.
2. On the date of receipt of such instructions, the freight forwarder shall review the instructions in order to verify their conformity with the services undertaken.

#### **Article 9**

##### **Verification of instructions**

Upon receiving the documents issued by the freight forwarder, the client must examine them carefully and immediately point out any mistakes or discrepancies so that the freight forwarder can, in due time, make the required corrections.

#### **Article 10**

##### **Inadequate or insufficient instructions**

1. If the client's documents or statements contain any errors, inaccuracies, incompleteness or lack of information required for the proper execution of the contract, including the nature, value, weight, diameter or content of the goods subject of the contract, the client shall be held fully liable for the consequences resulting from such discrepancies.
2. If the freight forwarder notes the existence of any discrepancies or irregularities referred to in the preceding paragraph, which may result in liability and/or damage to any of the contracting parties or third parties, he must immediately inform the client so that these discrepancies or irregularities can be corrected in due time.

3. If any discrepancies or irregularities mentioned in the previous paragraphs are not corrected in time for the freight forwarder to implement services that comprise its obligations, the freight forwarder may rescind the contract or execute it according to the content of the client's documents and statements, in which case all damages and liabilities directly or indirectly arising from those discrepancies or irregularities are the client's responsibility.

4. In the case of goods that are the object of purchase and sale agreements, the non-compliance of the client's instructions with the conditions of such contract shall be the responsibility of the client.

#### **Article 11**

##### **Insufficient or inappropriate packaging**

1. The losses resulting from insufficient or inappropriate packaging are the responsibility of the client.

2. If at any time during the provision of services, packaging is found to be damaged, the freight forwarder may execute the necessary repairs. The repairs will be at the client's expense and the client will be informed of such repairs in advance unless the urgency of such repair prevents such advance notification.

3. This urgency must be duly justified.

#### **Article 12**

##### **Dangerous goods**

1. Unless expressly agreed in writing, in each case, the freight forwarder shall not handle or transport dangerous goods or goods considered as such, or any others that may cause damage to third parties.

2. If any client delivers goods of such nature, without the express agreement of the freight forwarder, he shall be liable for any loss or damage caused to the freight forwarder, and/or third parties and shall indemnify all damages, costs, fines or claims that arise from such goods and these may be destroyed or traded under the control of the competent authority, when deemed appropriate.

**Article 13**

**Special delivery conditions**

The freight forwarder is only obliged to comply with special delivery conditions of goods and/or collection of amounts if, having received express instructions from the client in writing, accordingly, accepts them.

**Article 14**

**Instructions on handling of property or goods**

1. The freight forwarder may carry out other operations at the expense of the contracting party, including the collection or storage of property or goods, whether in compliance with instructions received from the contracting party, or for the period in which it awaits instructions, or as a result of interruptions or delays in transportation, and, in any case, he shall inform the contracting party immediately.
2. In the absence of specific instructions from the contracting party, the freight forwarder shall use the ways and means deemed appropriate or possible for the forwarding of the property or goods subject of the service entrusted to him.

**Article 15**

**Other obligations of the freight forwarder**

The freight forwarder only undertakes to carry out procedures or formalities with the competent entities expressly requested by the client; in any case, the freight forwarder shall not be liable for the damages that may result from refusal or delay by those entities or insufficient elements which, for this purpose, may have been provided by the client.

**Article 16**

**Goods groupage**

Unless expressly stated otherwise, the freight forwarder may transport the goods in a groupage system, albeit jointly with goods of different clients and may use the itineraries and means that best fit the interests of the cargo and the client.

**Article 17**

**Goods insurance**

The freight forwarder is not responsible for executing any insurance contracts to cover the risk of possible losses to property or goods during the transport that it has been charged with organizing and managing through contract, unless expressly, timely and duly authorized for that purpose, including the nature of the risks and the values to be covered by the insurance.

**Article 18**

**Refusal or failure to receive**

If, for any reason, the recipient refuses to accept the goods that are the object of the services being provided or if such recipient has ceased its activity, the goods shall be considered at the expense and liability of the contracting party or of any party that may have replaced it in dealing with the freight forwarder. Such party will continue to be liable for all service charges and possible return of goods.

**Article 19**

**Invoice payment**

1. The failure to pay the invoice issued by the freight forwarder within 15 days from the date of submission, unless expressly agreed to the contrary, places the debtor in default on the obligation to pay interest at the legal rate.
2. In case of non-payment and when the invoices involve payments in foreign currency, the invoices shall be subject to corrections resulting from exchange rate fluctuations that eventually

occurred up to the payment date as well as any bank charges resulting from the respective operation.

#### **Article 20**

##### **Complaints against invoice**

Notwithstanding the obligation to pay under the previously stated terms, the client has the right to dispute invoices or debit notes from the freight forwarder, provided they do so within 15 days from the date of its submission and provide grounds for such dispute.

#### **Article 21**

##### **Provision**

The freight forwarder may request funds from the client whenever it is necessary to pay for freight, customs duties and other duly justified costs, paid by the client.

#### **Article 22**

##### **Limitation of liability**

1. The freight forwarder is accountable to its client for breaches of its obligations as well as the obligations undertaken by third parties that may have been contracted by the freight forwarder.
2. The liability of the freight forwarder resulting from executed contracts is limited to the amounts established by law or agreement, for the carrier to whom the material implementation of transport is entrusted, unless other limit is agreed by the parties.
3. In any case, the liability of the freight forwarder shall not exceed the actual value of the loss or the value of the property or goods, if the latter is lower.

**Article 23**

**Failure to collect or remove goods**

1. Notwithstanding the right to an adequate storage fee or fair compensation for damage caused, the failure to collect or remove, in a timely manner, the goods entrusted to the freight forwarder shall be grounds for termination of the contract.
2. For the purposes of provisions contained in the preceding, the forwarding company shall notify interested party, informing it of the conditions and deadlines to collect the goods.

**Article 24**

**Right to withhold**

Unless otherwise expressly stipulated, the forwarding companies may exercise the right to withhold the goods that have been entrusted to them as a result of their contracts, for the credits arising from them.

**Article 25**

**Expiration of the Right to Compensation**

The right to compensation resulting from the liability of the forwarding company expires within 10 months from the date of completion of the contracted provision of services.

**Article 26**

**Jurisdiction**

1. In the event of recourse to the courts, the selected court shall be the court of the headquarters of the freight forwarder with express waiver of any other.
2. However, when the issue or the provision of services occurs at a branch or subsidiary of the company, the corresponding court shall apply.