

LANTIA RESOURCES · 2024 EDITION

# General Terms and Conditions of Contract

Terms and conditions applicable to all relationships with Lantia Marítima S.L. English translation for information only; the Spanish version prevails.

## Important note

These conditions set out important terms and conditions of contract applicable to all relationships with LANTIA MARITIMA S.L. (hereinafter “LANTIA”), some of which govern the liability of the contracting parties and the limited liability of “LANTIA”. It is important that you read them carefully and resolve any doubts before contracting with “LANTIA”. If you have difficulty reading or understanding these General Terms and Conditions, you may request them in a larger font, or send us any questions you may have before contracting with “LANTIA”.

## Definitions

Freight Forwarder or Transport Operator means “LANTIA”. It generally acts as Freight Forwarder, Transport Operator, Customs Representative or Logistics Operator and organises the carriage. To perform the carriage it uses all kinds of means of transport and sub-agents, who are engaged on “LANTIA”’s own account and on behalf of the Client.

CLIENT means the party that has contracted the services of “LANTIA”, as well as the party to whom the estimate, quotation, booking, correspondence, e-mails and any other communications are addressed; it may also be the shipper, consignor, sender, receiver, consignee, or any intermediary involved in the operation, transport operator, or their agents or employees. The Client is responsible for full payment of the services provided by “LANTIA”.

## Clause 1. Basis of the contract

All services provided by “LANTIA” are governed by these general terms and conditions of contract (and, failing these and subsidiarily, by the clauses of “LANTIA”’s air, ocean or multimodal bill of lading, or any other transport document used for such services, such as delivery notes, CMR, etc.), which are fully accepted by the shipper upon ordering the service. By contracting with “LANTIA”, the Client agrees that these general terms and

conditions apply to any service request transmitted verbally, by telex/fax, e-mail, telephone or any other electronic means, even where no specific reference is made to them. The limitations of legal liability defined herein also apply to any claim, whether civil, commercial, criminal, judicial, extrajudicial, contractual, non-contractual or of any other kind. The Client also undertakes to inform any third parties who may have contracted with it of the existence, validity and acceptance of these conditions.

If the Client does not accept these conditions, it must expressly, in writing and unequivocally reject them to “LANTIA” immediately upon first receiving them or being notified of their incorporation. Seven days after receipt or notice of incorporation, or after the Client requests a service from “LANTIA”, they shall be deemed validly incorporated.

## **Clause 2. Transport documents**

The contracted carriage shall be covered by a consignment note, bill of lading, delivery note, etc. issued by “LANTIA” or its agents, which shall comply with national rules and the applicable international conventions whose clauses apply between “LANTIA” and the Client. In the event of any discrepancy between those documents and these General Terms and Conditions, or any legal gap, the following order of precedence applies: first, the bill of lading; second, these General Terms and Conditions; and third, any other transport document used.

## **Clause 3. Description of goods and packing**

The Client warrants to “LANTIA” the accuracy of the declaration of the goods as regards their characteristics, description, marks, numbers, quantity, weight and volume, and shall be liable for any loss, damage, average and/or penalties that such inaccuracies may cause to third parties, as well as those arising from inadequate, defective or misused packing that causes damage to the goods, handling equipment or means of transport, even where such inaccuracies or deficiencies arise in operations not directly performed by “LANTIA”, whom the Client shall also indemnify for any additional costs incurred as a result. The Client expressly declares that the packing provided is suitable for the contracted service.

Unless the Client gives express instructions to “LANTIA”, no special action will be taken regarding packing, which is entirely the Client’s responsibility.

The Client must inform “LANTIA” of the dangerous nature of any goods delivered for carriage, storage or handling, and of any exceptional precautions to be taken. In all cases the Client must provide “LANTIA” in advance with the safety data sheet and the dangerous goods declaration.

In the event of omission or insufficient information, the Client shall be liable for the resulting damage, and “LANTIA” shall be entitled to recover any costs incurred and shall be exempt from any liability if the goods have to be unloaded, destroyed or neutralised, as the circumstances require, without any compensation to the Client.

#### **Clause 4. Legal liability**

The Client agrees that “LANTIA” shall perform the contract and other instructions and organise the carriage, handling, haulage and storage of the cargo entrusted to it at its discretion, unless the Client issues specific instructions sufficiently in advance and expressly, by any of the means mentioned above.

As Freight Forwarder, Commission Agent and/or Transport Operator or Logistics Operator, “LANTIA” shall be responsible for organising the carriage and liable for breach of its contractual obligations in the cases and circumstances provided for in national law and the applicable International Conventions, and always under the same circumstances and in the same position as if it were the actual carrier.

As warehouse keeper and depositary, “LANTIA” shall only be liable for damage to the goods resulting from breach of its contractual obligations in the cases and circumstances provided for in the applicable rules. Its liability begins when the goods are delivered to “LANTIA”'s employees and ends when they leave its warehouses for carriage.

As customs agent/customs representative, “LANTIA” shall only be liable for damage caused by its own fault or negligence, and shall in no case be liable where it has followed the Client's instructions. Likewise, the Client accepts that it is the taxpayer and that “LANTIA” acts solely on its instructions.

The legal liability of “LANTIA” is defined as follows:

“LANTIA” shall only be liable for physical damage to the goods, and such liability shall in no case extend to consequential or economic loss or loss of profit. Any legal action against employees and/or agents of “LANTIA”, whether permanent or temporary, shall only be possible within the limits and circumstances set out in clauses 5 and 6. These limits may not be exceeded even where legal actions are brought against “LANTIA” and its permanent or temporary employees and/or agents, jointly or separately, the limit being understood as a joint maximum for all those involved. “LANTIA” shall be liable for the selection of and instructions to subcontracted agents such as carriers, forwarders and warehouse operators, but shall be released from any liability if the agent was selected on the instructions of the Client, shipper or any party interested in the goods, or where the instructions were passed

to the subcontracted agents in accordance with the orders received from the Client or shipper. In that case, “LANTIA” may waive its rights against the subcontracted agents by assigning them to the Client/shipper.

In any event, the liability of “LANTIA” may not exceed that of the parties it engages to perform the services.

## Clause 5. Limitation of liability

- 5.1.** Always subject to the maximum limit of the value of the goods, “LANTIA” shall only be liable in the cases and within the financial limits set out below:
  - 5.1.A.** Domestic road carriage of goods and any other activity not mentioned in the following paragraphs (such as warehousing or logistics) shall be subject to Law 15/2009 of 11 November on the Contract for the Carriage of Goods by Land, the Land Transport Act (LOTT) and all implementing regulations, and the liability of “LANTIA” shall amount, where applicable and at most, to one third of the daily Public Multiple-Effect Income Indicator (IPREM) per kilogram of gross weight of goods lost or damaged.
  - 5.1.B.** International road carriage of goods by truck shall be subject to the Convention on the Contract for the International Carriage of Goods by Road (CMR), and the liability of “LANTIA” shall amount, where applicable and at most, to 8.33 SDR per kilogram of gross weight of the goods damaged or lost; for carriage by rail, the 1999 Protocol amending the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980 shall apply, with a maximum limit of 17 SDR per kilogram of gross weight of the goods damaged or lost.
  - 5.1.C.** International carriage of goods by sea shall be subject to the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading – Hague-Visby Rules, and the liability of “LANTIA” shall amount, where applicable and at most, to 666.67 SDR per package or 2 SDR per kilogram of gross weight of the goods damaged or lost.
  - 5.1.D.** International carriage of goods by air shall be subject to the Montreal Convention and its successive amendments (in accordance with the protocols in force in Spain), and the liability of “LANTIA” shall amount, where applicable and at most, to 19 SDR per kilogram of gross weight of the goods damaged or lost.

- 5.2.** Domestic carriage of goods by air shall be subject to Spanish law, and the liability of “LANTIA” shall amount at most to 19 SDR per kilogram of gross weight of the goods damaged or lost.
- 5.3.** “LANTIA” shall only be liable for delay in delivery where expressly provided for in the applicable legislation, in which case it shall be liable on the terms set out therein, and in no case may this exceed the equivalent of the remuneration payable under the contract with “LANTIA”. Delivery times indicated to the Client shall always be understood as approximate and subject to the vicissitudes of the means of transport used. If the Client wishes delivery within a specific time to be guaranteed, this must be expressly stated when contracting the carriage and, to be binding, must be expressly accepted in writing by “LANTIA”.
- 5.4.** Where liability arises from events occurring during the carriage, and the forwarder is subrogated to it, it may in no case exceed the liability assumed towards it by the railway, shipping, airline, road haulage or warehouse companies or any intermediary involved in the carriage, in accordance with the applicable national rules and international conventions.
- 5.5.** These limitations apply to all claims against “LANTIA”, whether based on contractual or non-contractual liability, and whether in the form of a lawsuit, counterclaim, arbitration, amicable claim or any other.
- 5.6.** Special Drawing Rights (SDR) means the unit of account as defined by the International Monetary Fund, and IPREM means the unit of account as defined by the Kingdom of Spain.

## **Clause 6. Exemption from liability in organising carriage of goods performed by third parties**

“LANTIA” shall not be liable for any loss, damage or expense such as loss of profit, loss of Clients, fines, penalties, claims for losses due to depreciation or penalty clauses, fluctuations in exchange rates or the value of the goods, or taxes or duties increased by the Authorities, whatever the cause. The following exemption clauses apply:

- 6.1.** “LANTIA” shall not be liable if any of the following circumstances occurs:
- 6.1.A.** Fault or negligence of the Client or its authorised representative.

- 6.1.B.** Defective packing, marking and stowage, or the absence thereof, provided that “LANTIA” was not responsible for packing, marking and stowing the goods. Likewise, “LANTIA” shall not be liable for the packing of goods whose contents it cannot verify.
- 6.1.C.** War, rebellion, revolution, insurrection, usurpation of power, or confiscation, nationalisation or requisition by or under the orders of a Government or a public or local Authority.
- 6.1.D.** Strikes, lockouts, picketing or other labour disputes affecting work.
- 6.1.E.** Damage caused by nuclear energy. Natural disasters.
- 6.1.F.** Force majeure.
- 6.1.G.** Theft, where “LANTIA” has taken all appropriate and reasonable means of protection as provided in the Commercial Code.
- 6.1.H.** Circumstances that “LANTIA” could not have avoided and whose consequences it could not have foreseen.
- 6.1.I.** Hidden and/or inherent defects, and the special inherent nature of the goods.
- 6.1.J.** Piracy.
- 6.1.K.** Incorrect labelling or marks.
- 6.1.L.** Other grounds for exemption established in the conventions or legal provisions in force.
- 6.2.** “LANTIA” shall not be liable for loss of or damage to the goods unless such loss or damage occurs while the goods are in the custody and control of “LANTIA”.
- 6.3.** “LANTIA” shall not be liable if the goods have been carried by the Client or its representative.
- 6.4.** “LANTIA” shall not be liable for the consequences of loading or unloading operations not performed by it.
- 6.5.** “LANTIA” shall not be liable for loss, damage or expenses arising from any insufficiency or inaccuracy in the number, contents, weight, marks or description of the goods.
- 6.6.** “LANTIA” shall not be liable for any consequential loss or damage, such as loss of profits, loss of Clients, loss of earnings, depreciation or penalty clauses.

## Clause 7. Insurance of the goods

- 7.1. “LANTIA” shall not insure against loss or damage during haulage, storage or carriage of the goods unless specifically instructed by the Client in writing, in which case the Client shall pay the corresponding premium.
- 7.2. Where “LANTIA” is expressly instructed by the Client to arrange insurance of goods, it shall always do so on the Client’s account, acting as agent before an Insurance Broker or Insurer.
- 7.3. The terms and conditions of the insurance shall be those set out in the insurance policy taken out, which shall be available to the Client upon express request.
- 7.4. “LANTIA” shall not be responsible for any disputes or claims that may arise between the Client and the insurance company as a result of insuring the goods.

## Clause 8. Price of the services contracted

Carriage and other services within “LANTIA”’s activity shall be deemed contracted under the tariffs in force at the time of contracting and within the limits provided therein. Where there are no tariffs, or the quotations of “LANTIA” or its agents do not include prices for all disbursements or services actually made and/or provided, the usual or market prices of the place where the contract is made shall apply. Additional costs arising from events or circumstances after the date of contracting or, where applicable, the date of issue of the shipping documents shall be borne by the clients, provided they are duly justified and not due to the fault or negligence of any party involved in providing the services. Payment of any costs and services provided by “LANTIA” shall be made in cash, unless special conditions have been agreed in advance.

Any reference to carriage or freight being payable at origin, at destination, prepaid or collect, or any other indication of this kind, shall be included at the Client’s request and shall not alter the Client’s obligation to pay the charges for all services provided by “LANTIA” in cash and before the service is performed. In the event of late payment, the Client shall also be liable to pay “LANTIA” any default interest and any loss suffered by “LANTIA” or its agents due to the delay. The Client agrees that it has no right of retention or set-off against amounts owed to “LANTIA”.

## Clause 9. Notice of claim for damage to goods

- 9.1.** On delivery of the goods carried or stored, the receiver must check the condition in which the goods are received, as well as the quantity, number and weight of the packages delivered. If any defect or damage to the goods, or loss of any piece/package, is found, the receiver must record it on the consignment note or bill of lading at the time of delivery.
- 9.2.** Where any irregularity, damage or loss cannot be detected at the time of delivery, the receiver must record and give notice of its reservations in writing within 24 hours of delivery, or within the terms set out in the consignment notes, bills of lading, transport documents or applicable legislation, if shorter.
- 9.3.** The provisions of sections 9.1 and 9.2 above constitute a procedural requirement; failing compliance, the right to claim shall be deemed time-barred.

## Clause 10. Time bar

On pain of time bar, the maximum period for bringing actions against “LANTIA”, its employees and/or agents shall be 1 year from the date of delivery or, in the case of total loss, from the date on which the goods should hypothetically have been delivered.

Notwithstanding the above, the period for actions arising from the actual performance of the various transport operations shall be as set out in the consignment notes, bills of lading, etc., or, where applicable, in the national rules or International Conventions governing the different means of transport, the period running as established in those documents or Conventions.

“LANTIA”'s invoices for transport and storage services, including costs and expenses, may under no circumstances be combined with other claims. Under no circumstances, unless otherwise provided by law, may the Client withhold amounts owed to “LANTIA” or set them off against possible or alleged outstanding compensation.

## Clause 11. Limitation of liability of third parties

“LANTIA” is authorised to select and engage forwarders, carriers, warehouse operators, customs agents, shipowners, shipping lines, airlines, chartering brokers and any other agents as required for the carriage, storage, handling and delivery of goods, all of whom shall be considered independent agents of “LANTIA”.

The goods shall be entrusted to them subject to all these conditions (such as limitations of liability for loss, damage, costs or delay in delivery), rules, regulations, stipulations and applicable conditions, whether written, printed or stamped, appearing in waybills, consignment notes, bills of lading and receipts issued by such forwarders, carriers, warehouse operators, etc., or those contained in the applicable national rules or international conventions.

### **Clause 12. Liability of employees/agents**

Any direct legal action against employees and/or agents of “LANTIA”, whether permanent or temporary, for loss of or damage to the goods shall only be possible within the limits set out in clauses 5 and 6. In the event of joint legal action against “LANTIA” and its permanent or temporary employees, the maximum compensation shall not exceed the limits set out in clause 5.

### **Clause 13. Right of lien**

In all cases “LANTIA” has a general and particular right to retain the goods carried and the documentation of Clients who have not paid the amounts owed for the services entrusted to it. It may enforce this right by any means deemed appropriate and permitted by law.

The Client shall be liable for any damage or deterioration of the goods, especially perishable goods, resulting from the exercise of the right of lien by “LANTIA” or its agents.

If the goods over which the right of lien is to be exercised are lost or destroyed, “LANTIA” shall have the same rights in respect of any compensation paid by insurance companies, transport companies, etc.

### **Clause 14. Flexitanks**

- 14.1.** For logistics and transport operations by flexitank, “LANTIA” acts merely as a supplier of flexitanks owned by various companies. If you wish, you are entitled to know the contact details of those manufacturers before shipment and before contracting with “LANTIA”. This information will be provided at any time.
- 14.2.** In transfer, filling or emptying operations, “LANTIA” shall act as agent of the company that actually performs the operation, if other than the Client. “LANTIA” shall disclose the name, address and telephone number of that company before confirming the estimate, booking or quotation.

- 14.3.** “LANTIA” reserves the right to supply the flexitank or any other equipment, apparatus or machinery accessory to it, and to change or replace it once supplied, if in its judgement the circumstances of the logistics or transport operation so require, without incurring any liability.
- 14.4.** Minimum and maximum loading parameters: the Client declares that it knows the minimum and maximum loading parameters of the flexitanks and the maximum and minimum temperatures at which they must be used. If the Client does not know these parameters, it must request them before using the flexitanks. “LANTIA” and its principal (the flexitank manufacturer) shall be exempt from all liability if these loading parameters are not observed.
- 14.5.** The Client must provide “LANTIA” with a detailed description of the goods to be placed in the flexitank before authorising the operation. Unless the Client expressly states otherwise, the goods shall be deemed suitable for the flexitank and the Client shall be liable for any damage the flexitank may suffer. Among others, the use of flexitanks for dangerous goods is expressly prohibited, including radioactive or flammable substances and/or those classified as dangerous by the International Maritime Organization (IMO).
- 14.6.** Once the flexitank has been supplied, the Client must check that it is in good condition for the optimal loading of the goods, carriage or logistics operation, including filling, transfer or emptying. The Client must notify “LANTIA” in writing, immediately and before carrying out the contracted operation, of any defect or damage to the flexitank, so that “LANTIA” may ask the manufacturer to change, replace or repair it as soon as possible.
- 14.7.** The Client may not use, handle, install, uninstall, repair or modify the flexitank without the express consent and approval of the manufacturer, communicated through “LANTIA”.
- 14.8.** If during the contracted operation any complication or impediment arises requiring an extraordinary disbursement not initially budgeted, “LANTIA” shall not make it until it has received it immediately from the Client, without prejudice to subsequently establishing which party is responsible for it.
- 14.9.** Unless otherwise agreed, where the goods are to be collected and delivered by road at places indicated to “LANTIA”, the party delivering the goods shall be responsible for loading and the party receiving them for unloading the vehicle, and “LANTIA” shall not be obliged to provide any machinery or labour for such operations.

- 14.10.** Where installation of the flexitank or its filling with the liquid to be carried has been performed by the Client, in particular the shipper, its agents or subcontractors, “LANTIA” shall not be liable for any damage caused by the way the container and/or flexitank was loaded, by the characteristics of the goods loaded and their unsuitability for carriage in a container and/or flexitank, by the Client’s failure to detect any defect, damage or circumstance which, if detected, would have prevented the damage, by the Client’s failure to seal the container or doing so deficiently, or by failure to follow the specific flexitank instructions (loading parameters, not opening the left-hand container door, or others).
- 14.11.** Where “LANTIA”, or any of its agents or subcontractors, is entrusted with tasks complementary to carriage, such as positioning, fitting, removing, filling, emptying, transferring, transshipping, making available or internal port or depot transport of the flexitank, and/or any other activity related to the flexitank, and a casualty, damage or loss occurs during any of those activities while the goods are under the control of “LANTIA” or its agents and subcontractors, or where carriage has been contracted with “LANTIA” and no bill of lading applies, the liability of “LANTIA” shall in all cases be limited to the lowest of the following three amounts:
- 14.11.A.** The value of the damaged goods according to the commercial invoice at the time of loading; or
- 14.11.B.** The sum resulting from applying 500 US dollars (USD) per metric tonne of weight of the goods actually lost or damaged; or
- 14.11.C.** The amount of 12,000 US dollars (USD) per flexitank.
- 14.11.D.** This liability regime applies to both contractual and non-contractual claims.
- In no case shall “LANTIA” be liable where the loss is equivalent to 1% of the goods carried, nor where the damage or loss results from the acts or omissions of any person or company other than “LANTIA”, or from delay in delivery. If for any reason “LANTIA” is held liable for failing to deliver the goods within a reasonable time, its liability shall be limited to the freight paid for the stage of the service contracted with “LANTIA” in which the loss or damage occurred, or to the amount charged for the task during which it occurred. In the event of death or personal injury, the liability of “LANTIA” shall be limited to 150,000 euros per victim.
- 14.12.** The Client is obliged to defend the interests of “LANTIA” and to minimise any loss or damage that has occurred or may occur.

**14.13.** “LANTIA” shall be exempt from all liability where the damage or loss is due to force majeure, such as frost, extreme weather, war, hostilities, state of siege, quarantine, strikes or other labour disputes, uprisings, terrorist acts, epidemics, traffic or cargo congestion, or any other cause beyond the control of “LANTIA”. If any of these circumstances prevents “LANTIA” from performing the task entrusted to it by the Client, performance shall be deemed impossible and “LANTIA” shall be released from all obligations to the Client.

### Clause 15. Severability

If any clause of these conditions, or part of it, is declared null, invalid or unenforceable by a Judge or a competent institution, the remaining clauses shall remain fully in force and applicable.

### Clause 16. Governing law and jurisdiction

These conditions, any contract signed with “LANTIA” and any dispute arising from them shall be governed by and construed in accordance with Spanish law.

“LANTIA” clearly and expressly states its wish not to submit any dispute to the Transport Arbitration Boards.

Any dispute or action that may arise or be brought against “LANTIA”, its employees and/or agents shall be subject to Spanish jurisdiction and, within it, to the Courts of the City of Madrid, the Client expressly waiving any other jurisdiction.

**On behalf of Lantia Marítima S.L.**

Rubén Pérez Vázquez  
Managing Director

**I have read and accept these General  
Terms and Conditions of Contract**

Company name

---

Authorised representative

---

Signature of the representative and  
company stamp

---

These General Terms and Conditions of Contract have been registered with the Movable Property Registry of Madrid, Folio \_\_\_\_\_.