

General conditions for customers

Transfesa Logistics Group

TECHNOLOGICAL INNOVATION

Avant-garde technology for logistics chain management



RAILWAY SERVICES

Management of Railway Terminals
Railway Maintenance
Rental of railway material

LOGISTICS

Warehouse and distribution
Vehicle Logistic Centers
Contract logistics
Outsourcing Services

TRANSPORT

Rail and road Transport
Intermodal door to door



RAILWAY SCHOOL

Training Center approved
by the Spanish
Agency for Railway Safety
(AESF)



GENERAL CONDITIONS FOR CUSTOMERS TRANSFESA LOGISTICS GROUP

(<https://www.transfesa.com/rail-spain-es/transfesa/Grupo-Transfesa/Empresas-subsidiarias-1923694>, hereinafter, **"Transfesa"**)



1. SCOPE OF APPLICATION: The present conditions are an integral part of the offer ("**Offer**") sent by Transfesa to the client ("**Client**"), except in those cases where it is impossible to apply them due to the nature of the service offered or where they contradict the provisions of the Offer. The Offer shall be deemed to have been accepted by the Client from the start of the services. Until such time as a contract is signed in place of the Offer, the Offer constitutes the only valid and binding contract ("**Contract**") between the parties, to the exclusion of any other document.



2. PERSONNEL, SUBCONTRACTING AND PREVENTION OF LABOUR RISKS: Both parties will carry out the services that are the object of the Contract through their regular or subcontracted personnel, who will always be under their orders and supervision. None of the employees of the parties may be considered as dependent personnel of the other and shall act under the exclusive subordination and dependence of their employer, who is required to comply with all the obligations regarding labour and social security, prevention of occupational risks and health and safety at work with respect to its personnel. Both parties undertake to comply with the obligations established in Law 31/1995, of 11 November, on the Prevention of Occupational Risks or the regulation that replaces it and the regulations on the coordination of business activities; in particular, Article 24 of said law and the provisions that develop and complement it, to guarantee the highest levels of safety and protection against occupational risks. To carry out the above, Transfesa has a document management platform in which both parties undertake to include the preventive documentation necessary to guarantee adequate coordination, as well as other documents that are legally required or requested by Transfesa. Transfesa may resort to third party companies for the total or partial execution of the Services, remaining responsible for the correct execution thereof, in accordance with the regulations, responding to the Client in accordance with the legal regime applicable to the nature of the service provided by the subcontractor.



3. INTELLECTUAL AND INDUSTRIAL PROPERTY: The parties recognise their respective industrial and intellectual property rights, and therefore the Contract does not constitute, in any way, a transfer, license or authorisation to use trademarks, trade names, materials and media or any other intellectual and industrial property rights, property that corresponds to each of them or to any of the companies of the group.



4. ANTI-CORRUPTION AND LEGAL OBLIGATIONS: The parties agree to treat the information as confidential and not to disclose it or the Offer to any person or entity other than their own employees to the extent necessary for the proper performance of the services or evaluation of the Offer. This obligation is maintained during the process of offer/contract, execution of the services and two years from the end of the services. Transfesa may make public reviews of the services it provides or has provided to the Client, including the reference and image of the Client's logo, as well as informing those natural or legal persons who collaborate with Transfesa in the execution and/or belong to the TRANSFESA Group and/or Deutsche Bahn, of the existence and content of the Offer and services, and who should know about them for information reasons or for other reasons specific to the business group.



5. PROTECTION OF PERSONAL DATA: The personal data provided by the parties in the course of performing the services will be processed by the other party (i) for the purpose of managing the relationship arising under the Contract and (ii) in accordance with the provisions of the applicable data protection regulations. The data will be kept for this purpose during the provision of the services and for the entire time required by the applicable legislation and until the eventual responsibilities of the parties have expired. Each party may exercise its rights of access, rectification, opposition, deletion, limitation and portability by sending an e-mail to the address that each of the parties has enabled for this purpose on their respective websites.



6. CONFIDENTIALITY: The parties agree to treat the information as confidential and not to disclose it or the Offer to any person or entity other than their own employees to the extent necessary for the proper performance of the services or evaluation of the Offer. This obligation is maintained during the process of offer/contract, execution of the services and two years from the end of the services. Transfesa may make public reviews of the services it provides or has provided to the Client, including the reference and image of the Client's logo, as well as informing those natural or legal persons who collaborate with Transfesa in the execution and/or belong to the TRANSFESA Group and/or Deutsche Bahn, of the existence and content of the Offer and services, and who should know about them for information reasons or for other reasons specific to the business group.



7. COMMUNICATIONS AND NOTIFICATIONS: Any communication must be made by means that enable a record to be kept of its content and of its receipt by the addressee. In the case of services where the frequency or volume has not been agreed upon and/or they operate on request under the cover of this Offer, it will be necessary to send service requests to Transfesa, with the following timing: (i) at least 72 hours in advance for warehouse services and similar; (ii) for services provided in facilities related to the rail sector, the conditions indicated in the ADIF network statement and the Offer shall apply; (iii) for road transport services, at least 48 hours in advance for national and 72 hours for international; (iv) for rail transport services or any other, the conditions indicated in the Offer shall apply. Requests for service must be sent

to the areas or persons designated by Transfesa with the indicated advance time or, if not indicated, the reasonable time. The request shall include the following: reference, company, client, offer and/or name of the operation or project, always providing the operational and legal documentation with its annexes, necessary according to the type of service requested. If the request is not made correctly with the indicated data, or if exceptionally Transfesa does not have sufficient space or means, the request cannot be processed, which will be communicated to the Client as soon as possible.



8. FORCE MAJEURE: Neither party shall be liable for unforeseen events (acts of God or force majeure). Cases such as strikes of any kind or lock-outs that prevent or affect the normal performance of the services; theft with or without violence against persons or with or without force on things and the theft of the Client's or Transfesa's goods or property, wherever it may have occurred; adverse weather conditions; situations of health crisis (pandemics, epidemics); acts, decrees, legislation, regulations or restrictions of any government or public authority affecting the activity; will be considered force majeure; terrorist attack, administrative or legal limitations that have occurred; paralysis, works, changes or deficiencies in the infrastructure; breach of contract by third parties not related to the parties, whose services are necessary, and any other event that is beyond the reasonable control of the parties and that affects or interrupts the normal provision of the services (all both in Spain and abroad).



9. LEGAL REGIME, APPLICABLE LAW AND JURISDICTION: In case of conflict, Spanish law and the jurisdiction of the city of Madrid shall apply. Also applicable are those provisions that, although of a contractual nature, are binding on Transfesa in the provision of services (among others, and without prejudice to any other applicable, the General Conditions of Use of CGU Train Cars), which the parties accept. Transfesa may request the action of the transport arbitration boards to proceed with the deposit and sale of the goods that are the object of the service.



10. PRICE AND INVOICING: The price has been established in accordance with the agreed duration, deadlines, volumes, timely payment of services and other conditions set out in the Offer. The price covers the expenses expressly indicated in the Offer, but not the taxes which will be paid in accordance with the Law. Any variation in the specifications of the budgeted service, services not included in the Offer, additional, alternative or exceptional services and/or differences with respect to the operation initially contemplated will be subject to review and new offer, of which, once accepted, will form part of these conditions. The price will be increased each year, according to the Consumer Price Index. Invoices shall be payable within a maximum of thirty calendar days from the date of issue and payment shall be made without any deductions, withholdings or suspensions of any kind. The billing period will be monthly in case of recurrent or successive services, or at the date of service in other cases. Non-payment on its due date allows Transfesa, without the need for prior notice, to terminate, suspend or refuse to provide the services, until the amounts due and interest have been paid in full, applying Law 3/2004 of 29 December on late payment in commercial transactions, or the regulation that replaces it, without prejudice to liability for damages. Receipt of the principal does not imply a waiver of the interest accrued, without the need for express reservation. Until full payment has been made, Transfesa may (i) retain the goods delivered by the Client and request deposit and sale and/or; (ii) maintain the ownership of the parts or material that may have been supplied by Transfesa when providing the service to the Client even if they have been integrated or incorporated into a property of the Client, Transfesa reserving the right to withdraw them, and without prejudice to any other rights that may be exercised; (iii) to offset the amounts that Transfesa may owe to the Client or the companies of its group with those amounts that the Client or the companies of its group may owe to Transfesa, even if they are due to other services not included in the Offer.



11. COMMITMENT OF THE PARTIES



11.1 Deadlines: The deadlines for the delivery of the services are those indicated in the Offer and may vary depending on the circumstances, although Transfesa undertakes to carry them out within a reasonable period of time from the time they become due.



11.2 Duration: The parties shall comply with the duration of the Offer and may not withdraw early. If the Client terminates the service early by unilateral decision without cause, it shall pay Transfesa the amount of the services provided and pending payment, plus a compensation equivalent to at least 20% of the part of the contract not executed (taking as a reference for calculation the average invoicing of the three months prior to the termination), as well as unamortised investments that have been executed as a result of the service, and damages if applicable.



11.3. Representations and Warranties: The Client declares and guarantees that it is the owner of the necessary rights to deliver to Transfesa the goods, assets or merchandise that are the object of the service; that the description provided to Transfesa about these is true, complete and exact; that they are adequate, suitable and in accordance with the services provided; that the goods are duly identified and marked and are suitably packaged, wrapped, prepared (loaded and stowed if applicable) so that the service can be provided by Transfesa without risk of damage; that they are lawfully traded and are not subject to any restriction, confiscation or embargo; that they are not harmful, dangerous or toxic, unless Transfesa has been expressly notified in writing and such nature is stated in the Offer. The Client shall be liable for any damages caused (including, but not limited to, to the goods, merchandise or assets), third party claims, fines and other sanctions that may be imposed on Transfesa arising from the omission, inaccuracy, falsity or inadequacy of any of the above representations and warranties and in general for failure to comply with its obligations. In such cases Transfesa may take, at the expense of the Client, the measures it

considers appropriate with respect to such goods, parts, supplied material or assets (including their retention, reservation, withdrawal, sale and possible destruction), this clause constituting the express authorisation of the Client for Transfesa to take such measures.



11.4 Guarantee on goods and services: In case of use of parts, components and/or products manufactured by third parties, only the guarantee given by the manufacturer shall apply. Transfesa offers the Client and, if legally possible, shall assign the guarantee provided by the manufacturer or supplier of parts or materials and/or subcontracted third party services, with the same extension and term that would have been granted by the same. The provisions herein apply to any goods and/or services provided by Transfesa and, among them, those of repair and maintenance that may be carried out in its workshops.



11.5 Stowage in transport and others: Unless otherwise indicated in the Offer, the operations of lashing, loading, unloading, stowage or unloading will be at the expense and under the liability of the Client, who shall hold Transfesa harmless with respect to any penalty that may be required of it and the damages, expenses and losses that may be caused by any failure to comply.



11.6 Service information and specifications: The Client shall give the corresponding instructions and indications to Transfesa for the adequate provision of the services, in writing, assuming the liability and holding Transfesa harmless in case of damages derived from the insufficiency or incorrectness of such instructions or due to false, inaccurate or insufficient information. In the absence of such indications, Transfesa may proceed with the provision of the services in the manner it deems appropriate. For those services that do not specify volumes and require storage, repair, delivery, dispatch or others of a periodic or successive nature or on request, the Client undertakes to inform Transfesa monthly and weekly of the volume forecasts to be delivered to Transfesa for transport, repair, storage, etc., which will be binding on the parties. The exceptional cancellation of the pre-notified service or volume notified must be communicated to Transfesa at least 72 hours in advance, otherwise the Client shall be invoiced.



11.7 Power of disposal: Transfesa may sell, destroy or dispose of those goods of the Client once the service has been completed, if they are not removed from Transfesa's facilities or assets after having been requested by Transfesa. The same applies to those goods or merchandise which, because they have expired, may involve a risk to other goods or be unsuitable. In these cases, the Client will be charged all the costs generated and the price corresponding to the space occupied until its effective withdrawal, sale or destruction.



11.8 Volume or activity committed: If a certain volume or minimum level of service has been committed to in the Offer, said commitment will be binding and, if not reached, the Client shall pay Transfesa the price corresponding to the volume or level committed, as if they had been completed. No storage, transport, handling or other services shall be provided for ADR-IMO goods.



12. LIABILITY



12.1 Liability in the provision of the service: Transfesa responds and guarantees the adequate execution of the service, as indicated in the Offer, assuming the liability for damages and losses foreseen herein. Transfesa shall not be liable for damages or losses resulting from normal waste or depreciation of the goods or due to defects in the goods delivered by the Client for the provision of the service. Any incident, lack or loss of the goods received from or on behalf of the Client to Transfesa in boxes or pallets or other loading units must be made clear at the time of delivery or return to the Client, Transfesa not being liable if this is not the case or if the Client has not had access to the goods during the provision of the service. The claim for damages must be made by the Client in court before the maximum period of six months from the date of the damage attributable to Transfesa, and the Client's action will expire after this period. In cases where there is no malice and unless, in accordance with the legal regime applicable to the service, a lower limit of liability is established, Transfesa's maximum liability will not exceed the amount actually paid by the Customer during the last twelve months, in the specific service where the damage occurred. In no case shall Transfesa be liable for loss of profits, anticipated savings, loss of earnings, consequential, intangible or indirect damage that may be caused by the defective compliance or non-compliance with the provisions of the Offer. In the event that penalties have been established in the Offer for failure to comply with Transfesa's obligations, these shall be applied in accordance with the provisions for criminal clauses in the Civil Code, without their maximum amount exceeding 10% of the monthly turnover for the service.



12.2 Inventory management: If, in accordance with the service contracted, Transfesa has to take care of or manage the Client's inventory, Transfesa may compensate for shortages and surpluses resulting from differences between the theoretical inventory and the actual inventory. In addition, Transfesa is recognised a level of permissible loss resulting from inventory differences, up to 1% of such difference.



12.3 Liability in the provision of customs services: For transports to and from the United Kingdom in which the Customer has contracted with Transfesa the customs services (whether provided directly or through an agent), Transfesa will not undertake any liability in connection with the accuracy of the data provided by the Customer or included in the invoices, nor for the customs tariff codes (HS code) reported. The Customer expressly and irrevocably undertakes to pay all fees, tariffs, taxes, customs duties and any other amounts arising from the subsequent review, verification, inspection and/or control of the reported tariff codes, the value declared or any other declared item, and to hold Transfesa harmless against any resulting claim or sanction from the customs authorities, unless arising from error by Transfesa.



13. INSURANCE: The parties shall contract the insurance policies with companies of recognised solvency, which are required in accordance with the legislation in force and necessary to cover the risks derived from the Contract and shall maintain such insurance in force during the duration of the Contract and throughout the effect of their obligations. If the parties agree that the insurance to be contracted is the obligation of Transfesa, the Client must, under its own liability and within the indicated period of time, sufficiently and prior to the commencement of the Contract, provide true and necessary information for its contracting, and Transfesa shall not be liable for the insufficiency of the insurance or any other damage derived from those circumstances. The Client shall notify Transfesa immediately, and no later than 24 hours, of any incident, loss or damage of which it becomes aware, adopting the necessary measures to mitigate the extent of the damage. The conditions that operate for transport services will be the L.C.T.T, C.I.M and C.M.R. The responsibilities of the Client contracted by the Contract will be transferred with the same characteristics to its subcontractors and collaborators (agents for loading, unloading, stowage, unloading, handling, repairs, driving, transfers, etc.). The contracting of the mentioned Policies does not exonerate or limit the liabilities incurred.



14. CHANGE OF CIRCUMSTANCES: If, due to circumstances arising from changes in market conditions (including, but not limited to, increases in the price of raw materials or energy resources that are necessary for the provision of the services); due to changes in legislation or in the interpretation of rules or contractual conditions that apply to Transfesa in or for the provision of the services; due to defects, insufficiencies, reticence, incorrectness or deficiencies in the data or information received for the preparation of the Offer; or for any other circumstance beyond the control of Transfesa, if the economic balance of the contract were to be broken to the detriment of Transfesa, the latter may request the modification of the terms of the contract, offering new conditions. If no agreement or acceptance of the offer is reached within 30 days, Transfesa may terminate the Contract early, without compensation. Transport stoppages shall be governed, unless expressly agreed in the Offer, by Law 15/2009 of 11 November on the Land Transport Contract Law, in article 22.