

General Terms and Conditions
for **DB Cargo Iberia Group**
Clients



1. SCOPE OF APPLICATION: These conditions form an integral part of the offer ("Offer") sent by DB Cargo Iberia to the client ("Client"), except insofar as they are of impossible application due to the nature of the services offered or contradict the provisions set out in the Offer. The Offer shall be deemed accepted by the Client from the commencement of the services. Until a contract replacing the Offer is signed, the Offer shall constitute the only valid and binding contract ("Contract") between the parties, to the exclusion of any other document.



2. PERSONNEL, SUBCONTRACTING AND OCCUPATIONAL RISK PREVENTION: Both parties shall carry out the services forming the subject matter of the Contract through their own employees or subcontracted personnel, who shall at all times remain under their orders and supervision. None of the employees of the parties may be considered as personnel dependent on the other party and shall act under the exclusive subordination and dependence of their employer, who undertakes to comply, with respect to its personnel, with all obligations relating to labor law and social security, occupational risk prevention, and health and safety at work. Both parties undertake to comply with the obligations established in Law 31/1995, of 11 November, on Occupational Risk Prevention, or the regulation replacing it, and with the regulations on the coordination of business activities; in particular, Article 24 of said law and the provisions developing and supplementing it, in order to guarantee the highest levels of safety and protection against occupational risks. To this end, DB Cargo Iberia has a document management platform in which both parties undertake to include the preventive documentation necessary to ensure adequate coordination, as well as other documents that may be legally required or requested by DB Cargo Iberia. DB Cargo Iberia may resort to third-party companies for the total or partial execution of the Services, remaining responsible for their correct execution, in accordance with the provisions of the regulations, and being liable to the Client in accordance with the legal regime applicable to the nature of the service performed by the subcontractor.



3. INDUSTRIAL AND INTELLECTUAL PROPERTY: The parties acknowledge their respective industrial and intellectual property rights; therefore, the Contract does not constitute, in any form, a transfer, license, or authorization to use trademarks, trade names, materials, means, or any other industrial or intellectual property right owned by either party or by any of the companies of their respective groups.



4. ANTI-CORRUPTION, LEGAL OBLIGATIONS AND ETHICS: The Parties, their directors, representatives, employees, and any other contracted or subcontracted third parties must comply with the principles of contractual good faith and with the regulations of any field and jurisdiction that may be legally applicable during the negotiation and execution process of this agreement, and must not participate in or collaborate in the commission of conduct typified as criminal under the applicable legal system or contrary to applicable anti-corruption regulations, including but not limited to the Spanish Criminal Code. Any conduct carried out by either Party and/or by any of the natural persons forming part of or dependent on each of them that is classified by a final decision as an infringement of the aforementioned regulations or other legal obligation infringements shall be considered a contractual breach and, therefore, grounds for termination of the Contract, and may give rise to compensation for damages. DB Cargo Iberia has a Code of Conduct and a Criminal Prevention Policy that demonstrate its commitment to legal compliance and to ethical values and principles that must govern the activity of all its employees, directors, and officers. DB Cargo Iberia makes these policies available to the Client, as well as reporting channels to report possible breaches thereof through www.dbcargoiberia.com/compliance.



5. PERSONAL DATA PROTECTION: The personal data that the parties provide in connection with the performance of the services shall 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 shall be retained for this purpose during the provision of the services and for the entire period required by the applicable legislation and until any potential liabilities of the parties have expired. Data subjects may exercise their rights of access, rectification, objection, erasure, restriction, and portability through the channels that each party has enabled and publicly communicated.



6. CONFIDENTIALITY: The parties agree to treat the information confidentially, not disclosing it, nor the Offer, to any person or entity, except to their own employees to the extent necessary for the proper execution of the services or for the evaluation of the Offer. This obligation shall remain in force during the Offer/contracting process, the execution of the services, and for two years following the completion of the services. DB Cargo Iberia may make public references to the services it provides or has provided to the Client, including reference to and image of the Client's logo, as well as inform of the existence and content of the Offer and services to those natural or legal persons who collaborate with DB Cargo Iberia in the execution thereof and/or belong to the DB Cargo Iberia Group and/or Deutsche Bahn, and who must be aware of it for information purposes or other reasons inherent to the business group.



7. COMMUNICATIONS AND NOTICES: All communications must be made by means that allow proof of their content and receipt by the recipient. In the case of services for which no periodicity or volume has been agreed and/or which operate on request under this Offer, it shall be necessary to send service requests to DB Cargo Iberia with the following reasonable prior notice:

- (i) a minimum of 72 hours for warehousing services and similar services;
- (ii) for services provided at facilities linked to the railway sector, the conditions set out in ADIF's Network Statement and the Offer shall apply;
- (iii) for road transport services, a minimum of 48 hours for domestic services and 72 hours for international services;
- (iv) for rail transport services or any other services, as indicated in the Offer.

Service requests must be sent to the areas or persons designated by DB Cargo Iberia with the advance notice indicated or, if no advance notice has been indicated, a reasonable one. The request shall include: reference, company, customer, Offer and/or denomination of the operation or project, always providing the operational and legal documentation with its annexes required according to the type of service requested. If the request is not properly submitted with the indicated data, or if exceptionally DB Cargo Iberia does not have sufficient space or resources, the request cannot be fulfilled, which shall be communicated to the Customer as soon as possible.



8. FORCE MAJEURE: Neither party shall be liable for unforeseen events (fortuitous event or force majeure). Events considered as force majeure shall include strikes of any kind or lockouts that prevent or affect the proper execution of the services; theft of the goods or assets of the Customer or DB Cargo Iberia, regardless of where it may have occurred; adverse weather conditions; situations of health crises (pandemics, epidemics, etc.); acts, decrees, legislation, regulations or restrictions of any government or public authority affecting the activity; terrorist attacks, wars, administrative or legal limitations arising subsequently; shutdowns, works, changes or deficiencies in infrastructure; contractual breaches by third parties not related to the parties, whose services are necessary, and any other event beyond the reasonable control of the parties that affects or interrupts the normal provision of the services (all of the foregoing both in Spain and abroad).



9. LEGAL REGIME, APPLICABLE LAW AND JURISDICTION: In the event of a dispute, Spanish law and the jurisdiction of the city of Madrid shall apply. Those provisions which, although contractual in nature, bind DB Cargo Iberia in the provision of the services shall also apply (including, among others and without prejudice to any others that may apply, the General Conditions for the Use of Wagons (CGU), as well as the applicable and effective loading regulations), which are accepted by the parties. DB Cargo Iberia may request the intervention of the Transport Arbitration Boards in order to proceed with the storage and sale of the goods subject to the service.



10. PRICE AND INVOICING: The price has been established taking into account the agreed duration, deadlines, volumes, timely payment of the services and the other conditions set out in the Offer. The price includes the expenses expressly indicated in the Offer, but not the taxes, which shall be paid in accordance with the Law. Any change 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 initially contemplated operation shall be subject to review and a new offer, which, once accepted, shall form part of these conditions. The price shall be increased each year in accordance with the Consumer Price Index, as well as in cases of increases in labor costs as a result of legal regulation and increases in the price of fuel required to carry out the services. Invoices shall be payable within a maximum period of thirty (30) calendar days from their date of issue, and payment shall be made without deductions, withholdings or suspensions of any kind. The billing period shall be monthly in the case of recurring or successive services, or on the date the service is rendered in other cases. Failure to pay at maturity entitles DB Cargo Iberia, without prior notice, to terminate, suspend or deny the provision of the services until all amounts due and interest have been fully paid, applying Law 3/2004 of December 29 on late payments in commercial transactions, or the regulation that replaces it, without prejudice to liability for damages. Receipt of the principal amount does not imply waiver of accrued interest, without the need for an express reservation. Until full payment has been made, DB Cargo Iberia may (i) retain the goods delivered by the Customer and request their storage and sale and/or; (ii) retain ownership of the parts or material that may have been supplied by DB Cargo Iberia when providing the service to the Customer, even if they have been integrated or incorporated into an asset of the Customer, reserving the right of DB Cargo Iberia to remove them, without prejudice to any other rights that may be exercised; (iii) set off any amounts that DB Cargo Iberia may owe to the Customer or to companies of its group against those amounts that the Customer or companies of its group may owe to DB Cargo Iberia, even when such amounts are due for other services unrelated to the Offer.



11. COMMITMENTS OF THE PARTIES



11.1 Term: The deadlines foreseen for the delivery of the services are those indicated in the Offer and may vary depending on circumstances; however, DB Cargo Iberia undertakes to perform them within a reasonable period 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 Customer terminates the service early by unilateral decision without cause, it shall pay DB Cargo Iberia the amount of the services rendered and pending payment, plus compensation equivalent to at least 20% of the unperformed part of the contract (taking as a

reference for calculation the average billing of the three months prior to termination), as well as unamortized investments that have been executed in consideration of the service, and damages, where applicable.



11.3 Representations and Warranties: The Customer represents and warrants that it holds the necessary rights to deliver to DB Cargo Iberia the goods, assets or property that are the subject of the service; that the description provided to DB Cargo Iberia thereof is true, complete and accurate; that they are suitable, appropriate and compliant for the provision of the service; that the ... ***...the goods are duly identified and marked and properly packed, packaged and prepared (loaded and secured, where applicable) so that the service can be provided by DB Cargo Iberia without risk of damage; that they are of lawful commerce and are not subject to any restriction, confiscation, embargo or sanction under EU regulations or those of its Member States, the foreign trade regulations of the U.S. or the United Kingdom; that they are not harmful, dangerous or toxic, unless such nature has been expressly notified to DB Cargo Iberia in writing and such nature is stated in the Offer. The Client shall be responsible for any damages and losses caused (including, but not limited to, damage to the goods, property or asset), third party claims, fines and other sanctions that may be imposed on DB Cargo Iberia arising from the omission, inaccuracy, falsity or insufficiency of any of the above declarations and warranties and, in general, from the breach of its obligations. In such cases, DB Cargo Iberia may adopt, at the Client's expense, such measures as it deems appropriate in relation to such goods, parts, supplied material or assets (including their retention, reservation, removal, sale and possible destruction), this clause constituting the Client's express authorization to adopt such measures. The Client confirms that (1) it is not listed as a sanctioned person under legislation, regulations, resolutions, programs or restrictive measures concerning international economic and financial sanctions imposed by the United Nations, the European Union or any of its Member States, the United Kingdom and/or the United States; (2) it does not act on behalf of or under the instructions of a sanctioned person or company pursuant to the provisions mentioned in point (1); (3) it is not owned by more than 50% or controlled by a sanctioned person or company pursuant to the provisions mentioned in point (1); and (4) the consignee of the goods does not belong to the group of persons referred to in points (1) to (3).



11.4 Warranty on goods and services: In the event that parts, components and/or products manufactured by third parties are used, only the warranty granted by the manufacturer shall apply. DB Cargo Iberia offers the Client and, where legally possible, shall assign the warranty provided by the manufacturer or supplier of parts or materials and/or subcontracted third party services, with the same scope and term as granted by them. The provisions herein apply to any good and/or service provided by DB Cargo Iberia and, among them, repair and maintenance services that may be carried out in its workshops.



11.5 Securing of cargo in transport and others: Unless otherwise indicated in the Offer, lashing, loading, unloading, stowage or unstowage operations shall be for the Client's account and under its responsibility, holding DB Cargo Iberia harmless from any sanction that may be claimed against it and from any damages, costs and losses caused as a result of such non compliance.



11.6 Information and service specifications: The Client shall provide the corresponding instructions and indications to DB Cargo Iberia for the proper provision of the services, in writing, assuming responsibility and indemnifying DB Cargo Iberia in the event of damages and losses arising from the insufficiency or incorrectness of such instructions or due to false, inaccurate or insufficient information. In the absence of such indications, DB Cargo Iberia may provide the services in the manner it deems appropriate. In those services that do not specify volumes and require storage, repair, delivery, dispatch or others of a periodic or successive nature or upon request, the Client is obliged to inform monthly and weekly of the volume forecasts to be delivered to DB Cargo Iberia for transport, repair, storage, etc., which, if expressly accepted by DB Cargo Iberia in each case, shall be binding on the parties. Exceptional cancellation of the pre announced service or notified volume must be communicated to DB Cargo Iberia at least 72 hours in advance; otherwise, it shall be invoiced to the Client.



11.7 Right of disposal: DB Cargo Iberia may sell, destroy or dispose of those goods of the Client which, once the service has been completed, are not removed from DB Cargo Iberia's facilities or assets after being requested to do so by DB Cargo Iberia. The same shall apply to those goods or merchandise which, due to having expired, may pose a risk to other goods or are no longer suitable. In such cases, all costs incurred and the price corresponding to the space occupied until their effective removal, sale or destruction shall be charged to the Client.



11.8 Committed volume or activity: If a specific volume or minimum level of service has been committed in the Offer, such commitment shall be binding and, in the event that it is not reached, the Client shall pay DB Cargo Iberia the price corresponding to the committed volume or level, as if it had been reached. No storage, transport, handling or other services are provided for ADR IMO goods.



12. LIABILITY



12.1 Liability in the provision of the service: DB Cargo Iberia shall be liable for and guarantees the proper execution of the service, in accordance with what is indicated in the Offer, assuming liability for damages and losses as provided for herein. DB Cargo Iberia shall not be liable for damages or losses resulting from usual shrinkage or depreciation of the goods or due to inherent or hidden defects of the goods or property delivered by the Client for the provision of the service. The Client undertakes to deliver the inventories in perfect condition for their transport, storage and handling, factory defects, self combustion and any defect that cannot be observed by means of a customary inspection within the scope of the Service, as well as any defect that is not

recognizable upon examination of the goods at the time of delivery, being presumed in this case to be inherent or hidden defects. Any incident, shortage or loss of the goods received from the Client, or on its behalf, by DB Cargo Iberia in boxes or pallets or other units of load, must be stated at the time of their delivery or return to the Client, DB Cargo Iberia not being liable otherwise or if it has not had access to the interior of the foregoing during the provision of the service. The claim for damages and losses must be made...^{***} the Client judicially before the maximum period of six months counted from the date on which the damage attributable to DB Cargo Iberia occurred, the Client's claim expiring once said period has elapsed. In cases where there is no wilful misconduct and unless, in accordance with the legal regime applicable to the service, a lower limit of liability is established, the maximum liability of DB Cargo Iberia shall not exceed the amount effectively paid by the Client during the last twelve months, for the specific service in which the damage occurred. Furthermore, in cases of theft or total loss of a vehicle, DB Cargo Iberia shall be liable at most, for a new vehicle, up to its ex factory value, and for a used vehicle, up to its market value. Under no circumstances shall DB Cargo Iberia be liable for loss of profits, expected savings, loss of earnings, or consequential, immaterial, or indirect damages that may be caused by defective performance or non performance of what is agreed in the Offer. In the event that penalties for breach of DB Cargo Iberia's obligations have been established in the Offer, they shall be applied in accordance with the provisions governing penalty clauses in the Civil Code, and their maximum amount may not exceed 10% of the monthly billing for the service.



12.2 Liability in the provision of customs services: In transport operations for which the Client has contracted customs services with DB Cargo Iberia (whether provided directly or through an agent), DB Cargo Iberia shall assume no liability whatsoever for the accuracy of the data provided by the Client or included in the invoices, nor for the customs tariff classification communicated. The Client expressly and irrevocably undertakes to pay all fees, tariffs, taxes, customs duties, and any other amounts arising from the review, verification, inspection and/or subsequent control of the declared tariff classification or of the value or any other declared element, and to hold DB Cargo Iberia harmless against any claim or penalty from the customs authorities resulting therefrom, unless it arises from an error by DB Cargo Iberia. In transport operations requiring customs formalities whose performance has not been contracted with DB Cargo Iberia, the Client undertakes to provide sufficient evidence of the customs status of the goods.



12.3 Inventory management: If, in accordance with the contracted service, DB Cargo Iberia is required to safeguard or manage the Client's inventories, DB Cargo Iberia may offset shortages and surpluses resulting from differences between the theoretical inventory and the actual inventory. Furthermore, DB Cargo Iberia shall be entitled to an admissible loss level resulting from inventory differences, up to 1% of said difference.



13. INSURANCE: The parties shall contract and maintain in force, for the duration of the Contract and the effect of their obligations, with insurers of recognized solvency, the insurance policies that are mandatory under the applicable regulations and necessary to cover the risks arising from the Contract. If the parties agree that the insurance policies to be taken out are the responsibility of DB Cargo Iberia, the Client shall, under its responsibility and within the indicated period, sufficiently and prior to the commencement of the Contract, provide the truthful and necessary information for their taking out, DB Cargo Iberia not being liable for the insufficiency of the insurance or for any other damage arising from such circumstances. The Client shall notify DB Cargo Iberia 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 applicable to transport services shall be those of the L.O.T.T., C.I.M. and C.M.R. The responsibilities of the Client assumed under the Contract shall be passed on by it with the same characteristics to its subcontractors or collaborators (loading, unloading, stowage, unstowage, handling, repair, driving, transfers, etc.). The contracting of the aforementioned insurance policies does not exonerate or limit the liabilities assumed.



14. CHANGE OF CIRCUMSTANCES: If, due to supervening circumstances, changes in market conditions (including, but not limited to, increases in the price of raw materials or energy resources necessary for the provision of the services or in wages); legislative changes or changes in the interpretation of rules or contractual conditions applicable to DB Cargo Iberia in or for the provision of the services; defects, insufficiencies, omissions, inaccuracies or deficiencies in the data or information received for the preparation of the Offer; or due to any other circumstance beyond the will of DB Cargo Iberia, the economic balance of the contract were to be disrupted to the detriment of DB Cargo Iberia, it may request a modification of its terms, offering new conditions. Should no agreement be reached or acceptance of the offer obtained within a period of 30 days, DB Cargo Iberia may terminate the Contract early, without compensation. Transport stoppages shall be governed, unless expressly agreed otherwise in the Offer, by Law 15/2009 on the Contract for the Carriage of Goods by Land.