

**GENERAL TERMS AND CONDITIONS FOR THE SERVICE:****1) SCOPE OF APPLICATION:**

1.1. These General Terms and Conditions (hereinafter the GTC) apply to all services contracted with **KÜHNE + NAGEL, S.A.** (hereinafter KN), whether as a transport agent, transport operator, logistics operator, warehouse operator or customs broker, and are made available to the Client prior to contracting any service, and are also available at <http://www.kuehne-nagel.pt> or in our offices. By designating KN as a provider of any services, the Client expressly accepts the application of these GTC and acknowledges that it has received a copy of this document, the content of which has been duly explained and informed to it.

If the Client does not accept these GTC, it must so state this expressly before the services are provided; otherwise, these GTC will be considered tacitly accepted.

**2) INSURANCE FOR THE GOODS:**

2.1. The Client may ask KN to contract an insurance policy for the Client's benefit to cover the risks associated with the provision of the Services in question. It must be confirmed in writing that the insurance policy is contracted before the start of service provision.

2.2. The insurance premium will be paid by the Client and must be paid at the time the insurance policy is contracted, prior to service provision.

2.3. KN shall provide the Client with the general terms and conditions applicable to the insurance policy and proof of policy issuance.

2.4. The contracting of the insurance policy does not determine or define the terms of any liability that KN may have vis-a-vis the Client or third parties, and is independent of such liability.

**3) INTERNATIONAL TRADE CONTROL:**

3.1. The Client warrants that (a) the Client and its owners as well as all parties to Client's shipments and transactions, including their respective owners, and (b) Client's transactions for which KN provides the Services, are not subject to any applicable US, EU or national customs, import, export, trade control or sanctions laws and regulations that would prohibit such Services.

3.2. The Client shall supply KN, in writing, with all documents and information including, but not limited to, commodity classification numbers, customs valuations, country of origins, export control classification numbers and any required export, re-export, transit or import licenses permits, authorisations or exemptions ("Client Data") necessary for KN to provide the Services in accordance with applicable laws and regulations.

3.3. The Client warrants that the Client Data is complete and accurate. The Client shall immediately advise KN of any errors, discrepancies, incorrect statements or omissions in Client Data filed by KN on Client's behalf with Customs and other authorities or third parties.

3.4. The Client acknowledges that KN is not the Exporter of Record, Importer of Record, Fiscal Representative, Ultimate Consignee or End-User and that KN is unable to sign government forms on behalf of such parties.

3.5. The Client shall indemnify and hold harmless KN and all KN affiliates from all claims, expenses, losses, penalties and damages, including reasonable attorneys' fees, arising from or in connection with Client's failure to comply with obligations in this clause 3.

**4) RESPONSIBILITY:**

4.1. KN shall not be liable for any malicious or negligent acts or omissions of the Client or of third parties contracted by the Client. KN also disclaims any liability in the event of strikes, riots, latent defects, labour conflicts, natural disasters, cases of force majeure, theft or robbery, as well as any other situation that it could not avoid or whose consequences it could not reasonably have foreseen.

4.2. Without prejudice to what may be expressly agreed to the contrary, KN will not be responsible for the fulfilment of instructions issued after the start of service provision.

4.3. If two or more different means of transport are used, KN's liability will be assessed in accordance with the rules applicable to each of the stages or means of transport. If it is not possible to determine when the damage occurred, KN's liability will be assessed in accordance with the provisions of Decree-Law no. 239/2003, of 4 October, regarding the Contract for the Inland Transport of Goods.

4.4. In no event will KN be liable for lost profits, emergent damages, loss of opportunity, or material or punitive damages. In particular, KN will not be responsible for production delays or any damages arising from delay in fulfilment, theft, loss or damage to the goods that are the object of the service to be provided.

4.5. KN's liability in relation to lost or damaged goods is limited to the amounts established in current laws for each mode of transport:

- Ground transport within Portugal is subject to the limitation established in Decree-Law no. 239/2003, of 4 October, regarding the Contract for the Inland Transportation of Goods, corresponding to the amount of €10 per kilogram of gross weight.
- International ground transport is subject to the limitation established in the Convention of 19 May 1956 relating to the Contract for the International Carriage of Goods by Road ("CMR Convention"), corresponding to 8.33 units of account per kilogram of gross weight.
- Domestic and international maritime transport is subject to the limitation established in the Brussels Convention of 1924 ("The Hague-Visby Rules"), corresponding to 666.67 units of account per unit or 2 units of account per kilogram, whichever is higher.
- Air transport is subject to the limitation established in the International Air Transport Convention of 28 May 1999 (the "Montreal Convention"), corresponding to 19 units of account per kilogram of gross weight of lost or damaged goods.

4.6. If KN is responsible for the delay in delivery, compensation may not exceed the price of transport.

4.7. KN's total liability may not exceed the amount corresponding to the total loss of the goods.

4.8. If the goods are placed in deposit or if any other service associated with transport is used, KN's liability may not exceed 4.5 euros per kilogram of gross weight for lost or damaged goods.

4.9. KN's liability for any duly proven damage or loss resulting from the services provided, where not already limited or disclaimed herein, may under no circumstance exceed the amount of 10,000 euros per event.

4.10. KN's limitation of liability applies to any claim, regardless of whether it is based on contractual or non-contractual liability.

## **5) PRICE SHEET FOR THE CONTRACTED SERVICES:**

5.1. The price payable for the services provided will be that which is in effect at any given point in time.

Previously agreed prices must be based on normal and reasonable transport conditions and may be revised whenever objective reasons arise that constitute a change in circumstances or in the market.

If a price is not agreed in advance, the amount payable for the provision of services will be the rate which is applicable in the place where the agreement is executed. Any additional expenses that arise as a result of supervening events or circumstances will be borne by the Client, provided they are duly justified and not attributable to KN's wilful misconduct or negligence.

5.2. Under the terms of current law, KN is entitled to retain the goods against the receivables resulting from providing the service. If the goods are lost or destroyed, KN maintains the right to retain sums paid by insurance companies, carriers or others.

5.3. Payment for Services provided by KN must be made in advance, without prejudice to any agreement to the contrary, in which case payment must be made on the agreed date.

If the Client defaults on its payment obligation, KN reserves the right to suspend the agreed deadlines or the provision of the service.

5.4. The Client may not offset or refuse payment for the Services provided on the invoice due date without KN's prior consent. Under no circumstance may the Client hold back or offset payments on account of any claims that it may have against KN.

5.5. The Client is responsible not only for the price of the contracted service but also for any additional expenses, duly justified, that arise in the performance of the Service, namely expenses resulting from delay in receiving the goods at the destination.

5.6. In the event of delay in payment for any of the Services provided by KN, interest will be due at the legal rate in place.

#### **6. DATA PROTECTION:**

6.1. In accordance with the provisions of the regulations on Data Protection, we inform you that the personal data belonging to the parties involved will be processed by KN for administrative, tax and accounting management purposes, in relation to the established contractual relationship (including the execution of the contract, management of payments and compliance with contractual obligations). The treatment performed is necessary to fulfil the contractual relationship, and consent is not necessary. Likewise, the data provided may be communicated to the Public Administration and the Courts in order to comply with legal obligations.

6.2. Client data will be handled exclusively by KN or its subcontractors, with KN remaining responsible for handling them.

6.3. The data will be kept for the duration of the contractual relationship, and thereafter only for the time necessary to fulfil all legal obligations.

6.4. The data subject may exercise all the rights recognized by applicable law (access, rectification, opposition, data transfer, and restriction on treatment) after proving their identity, at the contact address indicated for that purpose or through the following e-mail address: [dpoportugal@kuehne-nagel.com](mailto:dpoportugal@kuehne-nagel.com). In any event, KN guarantees the handling of the order, which will be dealt with under the terms established in the data protection laws in force at the time. The data subject may contact the Portuguese Data Protection Authority at any time.

#### **7. CONFIDENTIALITY**

7.1. The Client and KN assume a duty of confidentiality in relation to all information related to the provision of the service, and the parties assume a duty not to disclose any information to third parties unless they obtain written authorization to do so. The obligation of confidentiality does not apply to information that is in the public domain or whose disclosure is imposed by law or court decision. When necessary, the Client and KN may disclose this information to any company within the same group or to any consultant or independent auditor, provided that the latter is also bound by a duty of confidentiality. The duty of confidentiality endures during and after termination of this Agreement.

7.2. Notwithstanding the foregoing, the Client authorises KN to use information related to the provision of the service for any other purpose that is not exclusively the purpose of providing the service. Said information will be disclosed anonymously and without any identification of the owner or information that could be identifiable, and shall be identified as "KN data".