

ANNEX 1. GENERAL TERMS AND CONDITIONS FOR LOGISTICS SERVICES PROVIDED BY TIBA LOGISTICS SPAIN, S.L.U.

1. TIBA LOGISTICS reserves the right to refuse service and accept goods for which it has no prior knowledge of estimated volumes for warehousing and handling purposes, or which do not comply with the conditions agreed with the Customer.

2. Should the Customer choose not to take out goods insurance, they must provide an exoneration letter from their insurance company exonerating TIBA LOGISTICS from liability with regard to operations, handling and warehousing services carried out by TIBA LOGISTICS on behalf of the Customer.

3. The classification by reference service only includes classification by box and reference. It does not include inspection of individual units inside boxes. If inspection or quality control of products inside boxes is required then prices and terms and conditions should be requested.

4. Re-packing is not included in this quote and if required, details should be provided by the Customer in order for the cost to be calculated.

5. Loading and unloading prices offered in this document are based on normal handling where packages for loading and unloading by individuals do not exceed 25 kg and pallets and packages for forklift handling do not exceed 4000 kg. These prices are not valid for other measures or weights. TIBA LOGISTICS would have to evaluate the specific operation involved in order to offer the requested service and the corresponding price.

6. TIBA LOGISTICS can only handle (IMO, IATA and ADR) dangerous goods for storage in its warehouse in Valencia. Prior checks with regard to the nature and quantity of goods to be stored will be necessary.

7. TIBA LOGISTICS recommends that all goods bound for our customs warehouse first enter our temporary warehouse during transit for verification of the declaration of packages/pallets. This will ensure the correct subsequent linkage to the customs warehouse and avoid goods being held up due to missing packages/pallets.

8. For goods under the customs warehousing regime, TIBA LOGISTICS will not pick units from inside boxes or from pallets declared full. Picking in customs warehousing is done by full package or pallet depending on their linkage.

9. All additional work required and not estimated in this quote will be invoiced separately according to TIBA LOGISTICS' rates.

10. This quote does not imply any obligation unless there is prior and express acceptance of it within the validity period indicated herein. After this period, TIBA LOGISTICS reserves the right to revise the prices and terms and conditions quoted.

11. Notice of the arrival of goods must be reported to and coordinated with the operations department and/or at least 24 hours prior notice must be given.

12. TIBA LOGISTICS warehouse, reception and goods receipt office hours are Monday to Friday, not including Bank Holidays.

- Ribarroja – General Cargo: 09:00 to 14:00 and 15:00 to 18:00.
- Ribarroja – Bonded Warehouse: 08:00 to 14:00 and 15:00 to 16:00.
- Onteniente: 08:00 to 14:00 and 16:00 to 18:00.
- Madrid: 09:00 to 13:30 and 15:00 to 17:30.
- Barcelona: 08:00 to 13:00 and 15:00 to 18:00.

13. Prices stated do not include VAT or any other tax, fee and/or tariff that may be applicable to the service contracted and for which the Customer would always be fully responsible.

14. Terms and conditions of payment. Where the risk analysis carried out by TIBA LOGISTICS is favourable, the payment terms are 30 days from the invoice date. Otherwise, work carried out and services provided must be paid for by bank transfer or other appropriate means prior to the physical release of the goods.

15. Warehousing and insurance costs are calculated on a daily basis taking the goods being stored and their declared value into account.

TIBA LOGISTICS, a warehousing and distribution logistics solutions company, has UNE-EN 9001 certification at all of its facilities, UNE-EN 22000 at its Valencia facility and UNE-EN 14001 at its Madrid facility.

The company has an integral Radio Frequency Warehouse Management System which controls all movements and manages the location of goods.

The management system complies with the Spanish Health and Safety Law and is integrated into the company's activities.

All goods transported by TIBA LOGISTICS are insured and comply with current LOTT regulations (Spanish Law governing land transport). All-risk transport insurance can be negotiated per operation at the customer's request.

TIBA LOGISTICS has developed an integrated IT system enabling customers, via the website, to view the status of their goods in the warehouse and to check their stock and delivery notes issued. The system ensures and speeds up the exchange of information and facilitates communication.

16. TIBA LOGISTICS' LIABILITY and Customer obligations:

16.1. TIBA LOGISTICS shall not be liable for force majeure as laid down in the goods insurance.

16.2. TIBA LOGISTICS shall not be liable for causes attributable to the Customer or to any of the Customer's employees or subcontractors.

16.3. TIBA LOGISTICS expressly waives the intervention of the Transport Arbitration Board.

16.4. Unless the Customer expressly requests in writing how they wish their goods to be stored, stocked, transported, stacked and/or handled, TIBA LOGISTICS will do so in the most appropriate manner according to the information available to them and shall not be liable for any consequences arising from the lack of an express request from the Customer.

16.5. The forwarding agent will ensure the goods are securely fastened in the vehicle and will be responsible, in accordance with Annex III of Spanish Royal Decree 563/17, for guaranteeing the state of the goods as well as road safety during transportation and delivery to destination.

16.6. The Customer is obliged to inform TIBA LOGISTICS of the nature of the goods to be stored and/or transported, particularly with regard to any condition or characteristic which must be known in order to ensure the correct deployment of the services being provided.

16.7. The Customer is obliged to deliver the goods to TIBA LOGISTICS in the correct condition for storage and/or transport. If TIBA LOGISTICS finds the goods deficient in this respect it may inform the Customer of new costs, relating to necessary expenses to ensure the proper storage and/or transport of the goods, which the Customer will be obliged to pay.

16.8. The Customer understands and accepts that TIBA LOGISTICS has the right to retain the Customer's goods until payment is made in full for all of the services provided and expenses incurred by TIBA LOGISTICS.

16.9. The Customer agrees to pay for any increase, during the term of the quote, in the costs and/or fees such as the price of diesel, applicable taxes, subcontractor rates, etc.