

GENERAL CONDITIONS OF CONTRACT APPLICABLE TO THE ORGANIZATION OF TRANSPORT OF GOODS WITH ECCO-FREIGHT TRANSPORT SERVICES

Important note: These conditions show important terms and conditions of contract applicable to all relations with ECCO-FREIGHT TRANSPORT SERVICES, S.L.(henceforth "ECCO-FREIGHT"), some of which control the responsibility of the parties to the contract and ECCO-FREIGHT limited responsibility. In case you have difficulty to read or understand these General Conditions of Contract, you can request them to be sent to you in a bigger letter case or you can forward us any doubt you may have before contracting with ECCO-FREIGHT. Likewise, you can download them in a bigger letter case from our web

DEFINITIONS

By Freight Forwarder or Forwarding Agent we mean ECCO-FREIGHT. It usually acts in its capacity of Forwarder, Forwarding Agent or Logistics Operator and it organizes the transport. In order to carry out the transport it uses all kind of means of transport and subagents that can be used in the name and on behalf of the Client.

We shall understand by client the party that has contracted ECCO-FREIGHT's services, as well as the one to whom the estimate, price, booking, correspondence, e-mails, the shipper, docker, sender, recipient, addressee or any of the intermediary agencies or dependant on those is addressed. The Client is responsible for the whole payment for the services rendered by ECCO-FREIGHT.

Clause 1. BASES TO THE CONTRACT

All the services rendered by ECCO-FREIGHT are ruled by these general conditions of contract (and if applicable, by the clauses of the ECCO-FREIGHT's bill of lading or any other document about transport used for the services mentioned), which are fully accepted in the moment of ordering the service by the shipper. On contracting ECCO-FREIGHT the Client accepts that these general conditions of contract are to be applied to any request for service rendering transmitted whether verbally, by fax, e-mail or any other means, even when no specific reference is made to these general conditions of contract. The legal limitation of liability defined in the stipulations of these general conditions of contract are to be applicable as well to any claim, whether civil, mercantile, criminal, judicial, extra-judicial, contractual, extra-contractual or any other. The Client undertakes as well to inform the third parties that may have contracted with the Client about the existence, validity, and acceptance of these conditions.

Clause 2. LEGAL LIABILITY

The Client agrees to have ECCO-FREIGHT execute the contract and other instructions and arrange the transport, handling, haulage and storage of the load trusted, at its discretion, unless the Client produces specific instructions, sufficiently in advance and expressly, by any of the afore-mentioned means.

As a forwarding agent, commission agent, transportation intermediary or logistic operator, ECCO-FREIGHT shall be responsible for the organization of the transport and also for the non-observance of his contractual obligations, in the cases and circumstances and only during the period of responsibility, foreseen in the national legislature and in the applicable international conventions, and always under the same circumstances and occupying the same position as if it were the effective forwarding agent.

As warehouse owner and depositary, ECCO-FREIGHT shall be responsible only for the damages to the freight when caused as a consequence of a breach of its contract obligations in the cases and circumstances described in the applicable rules. Its liability shall start in the moment the freight is delivered to ECCO-FREIGHT's employees, and shall finish in the moment they leave the warehouse for transport.

As customs officer, ECCO-FREIGHT shall be responsible only for the damage caused because of its fault or negligence, but under no circumstances shall it be responsible when it has followed the Client's instructions. Likewise, the Client agrees to be obliged tributary and ECCO-FREIGHT acts only following the Client's instructions.

The liability is defined as follows:

2.1. ECCO-FREIGHT shall be responsible only for the material damages caused to the freight, and this liability shall not reach in any case the consequential damages, economic loss or loss of profits

2.2. Any legal action addressed to ECCO-FREIGHT's employees or sales assistants, whether permanent or temporary, shall only be possible within the limits and in the circumstances considered under clauses 5 and 6.

2.3. The afore-mentioned limits shall not be exceeded even in the case that legal actions are taken against ECCO-FREIGHT and its employees or sales assistants, whether permanent or temporary, and whether those actions are taken jointly or separately, understanding the afore-mentioned limit as a joint maximum for all the parties involved.

2.4. ECCO-FREIGHT shall be responsible for the election and instructions to the agents subcontracted as carriers, freight forwarders, storage operators, etc., but it shall be freed from any responsibility if the election of the agent has been performed following the instructions given by the Client, shipper or any of the parties interested in the freight, as well as when the instructions have been transmitted to the agents subcontracted according to the order received from the Client or shipper. In this case ECCO-FREIGHT can relinquish its rights against the agents subcontracted, transferring them to the Client/shipper.

2.5. In any case, ECCO-FREIGHT's responsibility shall not be higher than the responsibility of those to whom ECCO-FREIGHT resorts to carry out the services.

Clause 3. LIMITS OF LIABILITY.

3.1. Always up to the maximum limit of the freight value, ECCO-FREIGHT shall be responsible only in the cases and according to the economic limits detailed below:

International Land Transport of goods shall be subject to the Agreement related to the Contract for the International Carriage of Goods by Road (CMR), and ECCO-FREIGHT's liability shall not exceed the amount of 8.33 SDR per kilogram of gross weight of the damaged or lost freight.

The inland ground transportation of merchandise and any other activity not mentioned in the following paragraphs (for example, storeman or logistician) shall be subject to the dispositions of the Ground Transport Management Act (LOTT) and Regulation which implements or substitutes it and ECCO-FREIGHT'S liability will amount, at most, to 4.5 Euros per kilogram of gross weight of the damaged or lost merchandise.

International seaway transport of goods shall be subject to the Convention for the Unification of Certain Rules of Law relating to Bills of Lading – Hague-Visby Rules, and ECCO-FREIGHT's liability shall not exceed the amount of 666.67 SDR per bundle or to 2 SDR per kilogram of gross weight of the damaged or lost freight

The inland transportation of merchandise by sea will be subject to the Act 14/2014 of July 24th on maritime navigation and ECCO-FREIGHT'S liability will amount, at most, to 666.67 account units per kilogram of gross weight of the lost or damaged merchandise, applying of both limits the highest one.

International air transport of goods shall be subject to the Convention of Montreal and subsequent modifications (according to the protocols in force in Spain), and ECCO-FREIGHT's liability shall not exceed the amount of 17 SDR per kilogram of gross weight of the damaged or lost freight.

National air transport of goods shall be subject to the Spanish law, and ECCO-FREIGHT's liability shall not exceed the amount of 17 SDR per kilogram of gross weight of the damaged or lost freight.

- In no case shall the value of the merchandise in the bill of lading, the transport document, the navigational chart or in any other document issued by ECCO-FREIGHT or its agents be considered a declaration of "actual value" which would prevent ECCO-FREIGHT to limit its liability. Such declarations of value are mere utterances without substance, relevance or any value, since ECCO-FREIGHT cannot verify either the veracity or the reality of the value declared by the Customer.

3.2. ECCO-FREIGHT shall be only responsible for the delay in the delivery, in the cases it is expressly established this way in the legal applicable regulation, in which case it shall be liable in the terms that those rules determine, and the amount cannot exceed the equivalent to the retribution to be paid by virtue of the contract signed with ECCO-FREIGHT . In any case the deadlines for delivery pointed out to the Client shall be understood as an

approximation, and shall be subject to the ups and downs of the means of transport used. Should the Client want to be guaranteed the delivery of certain goods in a specific time it must be expressly stated by the Client on contracting the service of transport and for this to be binding it must be accepted expressly and in writing by ECCO-FREIGHT. The Customer understands and agrees that if the rules of the Hague Convention and/or the rules of Hague-Visby are applicable, these will not permit that ECCO-FREIGHT be responsible for delay and therefore ECCO-FREIGHT will in no case be liable for delay. In any case ECCO-FREIGHT shall not be liable for more than 2.5 times the freight proportional to the delayed merchandise and proportional to the section of the transport affected by the delay.

3.3. When the responsibility derives from facts or actions occurred during the course of transport, and should the freight forwarder be subrogated, in no case shall the liability exceed the amount assumed by the rail, sea, air or land transport companies, deposit warehouses or any other intermediary involved in the course of transport, according to the national rules and international conventions applicable to the case.

3.4. These limits shall be applied to all claims addressed to ECCO-FREIGHT ; regardless the claim is based on the contractual or on extra-contractual responsibility, whether as a demand, reconvention, arbitration, amicable claim or any other.

3.5. By Special Drawing Rights (SDR) we understand the unit of account as it was defined by the International Monetary Fund.

Clause 4. TRANSPORT DOCUMENTATION

The transport contracted shall be protected by a waybill, bill of lading, delivery note, etc. issued by ECCO-FREIGHT or its agents, which shall be satisfactory and adjusted to the national rules and international agreements applicable, and whose clauses shall be applicable between ECCO-FREIGHT and the Client. Should it exist any discrepancy between the mentioned documents and these General Conditions of Contract or should it exist any legal vacuum, the primacy shall be set in this order: in the first place ECCO-FREIGHT's or World Wide Container Lines' bill of lading; in the second place, these General Conditions of Contract; and in the third place, any other transport document used in that case.

Clause 5. DESCRIPTION OF FREIGHT AND PACKAGING

The Client guarantees ECCO-FREIGHT the accuracy of freight declaration respect to its characteristics, description, marks, numbers, quantity, weight and volume; and the Client is held responsible for the losses, damages, breakdowns or troubles that the inaccuracy or the aforementioned data may cause to third parties, as well as the breakdown or troubles resulting from inadequate, faulty or badly used packaging which causes a damage to the goods or to the handling equipment or transport means, even when such inaccuracies or defects appear in operations not performed directly by ECCO-FREIGHT , to whom the Client shall compensate as well for the complementary expenses caused by those events. The Client expressly informs that the provided packaging is appropriate to bear the service contracted. Unless the Client provides express instructions to ECCO-FREIGHT , no special action shall be carried out on the packaging, whose responsibility is held by the Client.

The Client shall be obliged to inform ECCO-FREIGHT about the dangerous nature of the freight delivered for transport, storage of handling, and also about the exceptional precautions, if any, that must be adopted. In any event the Client shall previously give ECCO-FREIGHT the Material Safety Data Sheet.

The Customer understands and agrees that neither ECCO-FREIGHT nor its agents or representatives have the capacity to verify the veracity of the information referred to in this clause, especially as the condition of the merchandise is regarded. In case of omission or insufficient or erroneous information, the Customer shall be liable for the damage caused; ECCO-FREIGHT shall have the right to reimburse itself for the expenses incurred into for this reason and be released from any liability should the merchandise have to be unloaded, destroyed or neutralized, according to the circumstances, with no right to compensation in favor of the Customer.

Clause 6. EXEMPTION FROM RESPONSIBILITY IN THE ARRANGEMENT OF TRANSPORT OF GOODS PERFORMED BY THIRD PARTIES

ECCO-FREIGHT shall not be responsible for any loss, damage or expenses, such as the loss of benefits, loss of Clients, fines, sanctions, demands for losses due to depreciation or penalty clauses, fluctuations in the currency exchange or in the value of the freight, taxes or duties increased by the Authorities for any reason. The different clauses of exemption below are applicable:

6.1 ECCO-FREIGHT is not responsible should any of the following circumstances occur:

Defective lacking packaging, labeling and stowage, provided it was not ECCO-FREIGHT the one in charge of packaging, labeling and stowing the freight. Likewise, ECCO-FREIGHT shall not be responsible for the packaging of freight whose content cannot be verified.

The Client's or his authorized representative's fault or negligence.

War, rebellion, revolution, insurrection, usurpation of power or confiscation, nationalization or requisition under a government or a public or local authority.

Strike, lock-outs or other trade conflicts affecting work.

Circumstances that ECCO-FREIGHT could not have avoided and whose consequences could not foresee.

- Natural disasters.
- Case of force majeure
- Damages caused by nuclear energy.
- Theft
- Flaws and inherent nature of the freight.
- Piracy
- Incorrect labeling or mark.
- Other causes of exemption established in the legal provisions and conventions in force.

6.2. ECCO-FREIGHT shall not be responsible if the goods have been transported by the Client or the Client's representative.

6.3. ECCO-FREIGHT shall not be responsible for the loss or damage of the merchandise, unless this loss or damage occurred while the merchandised was under the control of ECCO-FREIGHT, before being made available to the Customer, from which moment on, ECCO-FREIGHT shall not be responsible in any case.

6.4. ECCO-FREIGHT shall not be responsible for the loss, damage or expenses derived from lacking or flawed connection with the number, content, weight, marks or description of the freight.

6.5. ECCO-FREIGHT shall not be responsible for the consequences derived from the loading and unloading operations not performed by ECCO-FREIGHT.

6.6. ECCO-FREIGHT shall not be responsible for any consequential loss or damage, such as loss of benefits, loss of Clients, lost profits, depreciation or penalty clauses.

Clause 7. PRICE OF THE SERVICES HIRED.

Transport and other services which are the object of ECCO-FREIGHT's activity are understood to be signed up according to the tariffs in force at the moment and within the limits foreseen in them. The terms of payment agreed upon between ECCO-FREIGHT and the Customer are deemed to form a part of each service signed up. Should there not be fees or there not be prices in ECCO-FREIGHT's fees or in its agents' for all the payments or services actually carried out, the hiring shall be performed at the usual or market prices according to the place where they are hired. The additional expenses produced as a result of facts or circumstances after the hiring date or, to the date on which the shipping documents are issued, shall be at the Client's expense, providing they are duly justified and they are not due to a fault or negligence of anyone involved in carrying out the services hired. The payment of any expenses and services hired by ECCO-FREIGHT shall be in cash, except in special condition previously agreed.

Any mention to carriage or freight charges being paid before shipping, upon delivery, pre-paid or to be paid, or any other instruction on the subject, shall be included at the Client's request; and the Client's obligation to pay the fees for all the services rendered by ECCO-FREIGHT in fact and prior to the service rendering shall not be changed. Should there be any delay in the payment, the Client shall be also responsible for paying ECCO-FREIGHT any delay interest, damage for currency change fluctuation, banking commissions or any other economic damage supported by ECCO-FREIGHT or its agents due to the delay in the payment. The Client accepts not being entitled to any deduction or compensation over the amounts owed to ECCO-FREIGHT. In case of doubt or in case the receiver of the cargo is neither the freighter nor the docker, the freight and the other items that make up the price and the cost of the transport shall always be deemed payable at destination.

Clause 8. FREIGHT INSURANCE

8.1. ECCO-FREIGHT does not insure the loss or damage during haulage, storing or transport of the freight, unless the Client appraises them specifically in writing, in which case ECCO-FREIGHT must pay the corresponding amount.

8.2. When ECCO-FREIGHT is apprised expressly by the Client to agree the insurance of a freight, ECCO-FREIGHT shall always contract on behalf of the Client, acting as agent.

8.3. The terms and conditions of the insurance shall be established in the insurance policy contracted, which shall be at the Client's disposal on his express request.

8.4. ECCO-FREIGHT shall not be responsible for the potential disputes or claims which may arise between the Client and the insurance company contracted, as a consequence of the insurance of the freight.

Clause 9. PROTEST IN CASE OF DAMAGES/BREAKDOWN IN THE FREIGHT AND OBLIGATION OF CUSTODY

9.1. Upon delivery of the transported or stored freight, the receiver must verify the conditions in which the freight is received, as well as the quantity, number and weight of the bundles delivered. In case of finding any defect or breakdown in the freight or loss of any piece/bundle, the receiver must document on the bill of landing, in the moment of the delivery of the freight, the defect/breakdown or loss of the freight that was found.

9.2. Should there be any irregularity, damages or loss of freight that cannot be detected in the moment of the delivery, the receiver must document his/her reservation in writing within 24 hours after the delivery of the freight, or in the terms and conditions pointed in the bill of landing, transport documents of regulations applicable, if they were lower.

9.3. The statements in the preceding paragraphs 9.1 and 9.2 are to be understood as a requisite of procedibility, for which reason non-compliance of the same will be understood as an expiry to lodge a claim.

9.4. The Customer understands and agrees that in order to be able to lodge a complaint against ECCO-FREIGHT, he must preserve the merchandise which is the object of the complaint, under his custody at his cost, and that he must invite ECCO-FREIGHT to make an appraisal of the same, in order to gather sufficient and legally valid evidence on the extent and cause of the damage and/or loss claimed. The Customer understands and agrees that not allowing ECCO-FREIGHT to carry out said appraisal leaves him in a state of defenselessness and by not being able to defend himself against the complaint, ECCO-FREIGHT shall be released from all responsibility and consequently shall not be responsible for the complaint raised by the Customer.

Clause 10. EXPIRATION.

Under penalty of being time-barred, the maximum length of time during which action against ECCO-FREIGHT or its employees may be exercised shall be one year from the date of placing the merchandise at the disposition of the Customer or else in case of total loss, from the date at which the merchandise should have been made available

Notwithstanding the foregoing, the period for the actions derived from the actual performance of the different operations of transport, shall be in accordance with time periods pointed in the waybills, bills of landing, etc., or

the ones established in the national regulations or the International Conventions ruling the different means of transport, and the period shall start according to what those documents establish.

ECCO-FREIGHT's invoicing for services or transport and storage, including costs and expenses, under no circumstance can be accumulated to other demands. In no case at all, except when legally established otherwise, can the Client withhold amounts owed to ECCO-FREIGHT, or take them as a payment for potential or alleged pending compensations.

Clause 11. LIABILITY OF ASSISTANTS/EMPLOYEES.

Any direct legal action against ECCO-FREIGHT's assistants and/or employees, both permanent and temporary, for loss or damage to the freight, shall only be possible within the limitations considered in the clauses 5 and 6. In case of joint legal action against ECCO-FREIGHT and its employees, both permanent and temporary, the highest compensation shall not exceed the limitations stipulated in the clause 5.

Clause 12. LIMITATIONS OF LIABILITY FOR THIRD PARTIES.

ECCO-FREIGHT is authorized to select and hire forwarding agents, carriers, storage operators, customs agents, shipowners, shipping companies, airlines, chartering brokers and any other agents if it is required by transport, storage, handling and delivery of freight, all of which shall be considered agents independent from ECCO-FREIGHT .

The freight shall be entrusted to them subject to all these conditions (such as limitations for liability for loss, damage, expenses or delay on delivery), rules, regulations, stipulations and conditions applicable whether in writing, printed or stamped, appearing in routing sheets, waybills, bills of landing and receipts issued by the forwarding agents, carriers, storage operators, etc. or contained in the national regulations or international agreements applicable.

Clause 13. LIEN AND NOTARIAL PROCEEDINGS

In any case, ECCO-FREIGHT has the right. in general and in particular, to hold back the transported merchandise and the documentation of the Customers who have not paid the amount due for the service rendered, as well as when the Customer fails to observe the payment terms agreed with ECCO-FREIGHT , in which case said agreement shall be considered void and exceptionable and all the amounts still unpaid, will be immediately and automatically considered due and payable and ECCO-FREIGHT shall have the lien over all the merchandise which is in its possession or under its control. Additionally it may establish any other lien that the legislation permits.

ECCO-FREIGHT shall have the right to initiate any notarial action that the Law allows.

The Customer will be liable for the damage caused to the merchandise, especially if it is perishable, due to the lien or the notarial action that ECCO-FREIGHT or its agents had to carry out.

When the merchandise on which a lien or the notarial action is pretended to be executed suffers a loss or destruction, ECCO-FREIGHT shall have the same rights, regarding the indemnity to be satisfied by the insurance companies, carriers, as the ones mentioned before.

Clause 14. FLEXITANKS.

14.1. On logistics transport operations by flexitanks ECCO-FREIGHT acts merely as supplier of flexitanks owned by different companies. If you wish you are entitled to know the contact details of those manufacturers before hiring ECCO-FREIGHT. That information shall be provided at any time.

14.2. In the case of transfer, filling or emptying operations, ECCO-FREIGHT shall act as agent of that company that actually carries out the operation if it is different from the Client. ECCO-FREIGHT shall declare the name, address and telephone number of that company before confirming the estimate, booking or price.

14.3. Those companies, whose flexitanks ECCO-FREIGHT makes available to you, own the flexi tanks used by ECCO-FREIGHT, and ECCO-FREIGHT only makes them available to the interested person for the transport or logistics operation in every case.

14.4. ECCO-FREIGHT reserves the right to provide the flexitank or any other supplementary machinery, equipment or device, as well as to change it or replace it once provided, if the circumstances of the transport or logistics operation require so in its opinion, without it causing any responsibility from ECCO-FREIGHT.

14.5. The Client must provide ECCO-FREIGHT with a detailed description of the freight intended to introduce in the flexitank before authorizing the operation. If the Client does not declare otherwise expressly, it shall be understood that the freight is suitable for being introduced in the flexitank and that the client is responsible for the damages the flexitank may support. Among other goods, it is expressly banned to use flexitanks for dangerous freight, such as radioactive flammable substances and/or those qualified as dangerous by the International Maritime Organization (IMO).

14.6. Maximum and minimum parameters of freight: the Client declares to know the maximum and minimum parameters of freight in the flexitanks, as well as the maximum and minimum temperatures within which it must be used. If the Client does not know those parameters, they must be requested before using the flexitanks. ECCO-FREIGHT and its main provider (the flexitank's manufacturer) shall be exempt from any responsibility if these parameters are not followed.

14.7. Once the flexitank has been provided the Client is obliged to check its condition for loading the freight, transport or logistics operation including filling up, transfer or emptying. The Client must inform ECCO-FREIGHT, in writing and immediately before carrying out the operation hired, about any fault or damage noticed in the flexitank, so that ECCO-FREIGHT can request the change, replacement or repair by the manufacturer as soon as possible.

14.8. The Client shall not be able to use, handle, install, uninstall, repair or modify the flexitank without the manufacturer's express consent and approval through ECCO-FREIGHT.

14.9. If any type of complication or obstacle arises during the hired operation and it makes it necessary to carry out some type of extraordinary expense not estimated initially, ECCO-FREIGHT shall not pay it without receiving it from the Client immediately before, notwithstanding the fact that the identity of the party responsible for that payment can be established later.

14.10. Unless it is established otherwise, when the freight must be collected where it was informed to ECCO-FREIGHT and be delivered by road where it was informed to ECCO-FREIGHT, whoever delivers the freight shall be responsible for loading, and whoever receives it shall be responsible for unloading the freight from the vehicle where it was transported, and ECCO-FREIGHT shall not be obliged to provide any type of machinery or manpower for those operations.

14.11. When the Client, and specially the docker, its agents or subcontracted agents have installed the flexitank or loaded it with the liquid to be transported, ECCO-FREIGHT shall not be responsible for any damage when it has been caused due to the way the container and/or flexitank has been loaded; or due to the characteristics of the freight loaded and its inadequacy to be transported by container and/or flexitank; or due to faulty checking by the Client for any type of flaw, defect or circumstance that, if checked, could have avoided the damage; or due to the fact that the Client has not placed the seal to the container or has placed it inadequately, not following the specific instructions for flexitanks (following the parameters for loading, not opening the gate on the left in the container or other).

14.12. When additional tasks other than transport, such as placing of flexitank, assembly, dismantling, filling, emptying, transfer, transshipment, disposal, internal transport in the harbor or depot, and/or any other activity or task related to the flexitank are entrusted to ECCO-FREIGHT or any of its agents or subcontracted personnel, and an accident, damage or loss occurs in any of those activities being the freight under ECCO-FREIGHT's, its subcontracted personnel's or its agents' control, or when a transport has been hired with ECCO-FREIGHT and there is no bill of lading applicable, ECCO-FREIGHT's responsibility shall be in any case limited to the amount which is lower among the following:

The value of the damaged goods according to the commercial invoice at the moment of loading; or

the amount resulting of applying USD 500 per ton of freight weight actually lost or damaged; or the amount of USD 12,000 per flexitank.

This regime of liability shall be applicable both in contractual and extra-contractual claims.

In no case shall ECCO-FREIGHT be responsible when the loss is equivalent to 1% of the freight transported; or when the damage or loss is a result of the acts and omissions of the person or company other than ECCO-FREIGHT ; or when de damage or loss is a result of delay on delivery. Should for any reason ECCO-FREIGHT be declared responsible of not delivering the freight within a reasonable period, its responsibility shall be limited to the amount of the carriage paid for the phase of the service hired with ECCO-FREIGHT when the loss or damage occurred or to the amount received for the task during which the damage or loss occurred.

In the case of death or physical damages ECCO-FREIGHT's responsibility shall be limited to USD 500,000 per accident.

14.13. The Client shall be obliged to defend ECCO-FREIGHT's interests and to minimize the loss of damage caused or likely to occur.

14.14. ECCO-FREIGHT shall be exempt from any responsibility in case of damages or losses occurring in force majeure cases, such as frost, extreme weather, war, hostilities, siege, quarantine, strike or other labor conflicts, uprising, terrorist acts, epidemics, freight or traffic jams, or any other cause which is not under ECCO-FREIGHT 's control. If any of those circumstances keeps ECCO-FREIGHT from carrying out the task entrusted by the Client, its performance shall be considered impossible and ECCO-FREIGHT shall be exempt from any obligation towards the Client.

Clause 15. – SURVIVAL CLAUSE

If for any reason a clause of these terms and conditions of employment, or a part of it, were declared void, ineffective or inapplicable, or if it should be considered that there exists an omission in the information by ECCO-FREIGHT , by a judge or by an institution with sufficient competence or capacity, the remaining provisions, however, will remain full in force and shall be applicable.

Clause 16. APPLICABLE LAW AND JURISDICTION.

These conditions, as well as any contract signed with ECCO-FREIGHT and any dispute which might arise resulting from them, shall be ruled and interpreted according to the Spanish Law.

ECCO-FREIGHT clearly expresses its will not to submit any dispute to the boards for Arbitration in Transport.

Any dispute or action arising or taken against ECCO-FREIGHT, its employees and/or assistants shall be submitted to the Spanish jurisdiction, and, within it, to the Courts and Tribunals of the City of Madrid, the Client resigning to any other jurisdiction.

These General Conditions of Contract have been registered in the *Registro de Bienes Inmuebles* (Real Estate Registry) of Madrid, sheet:7964, book 20160049897, entry 20160058359, date 23-05-2016, named by Eccofreight Transport Services, Cif B86916517.

Signed

I have read and accept these General Conditions of Contract.

- Company's Name: _____

- Responsible: _____

- Signed:

(Name and seal of company)

