

TRANS GLOBAL PROJECTS, S.L.

**STANDARD TRADING
CONDITIONS**

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These Standard Trading Conditions (the Terms) apply exclusively to contracts between businesses or professionals for the provision of logistics, transport, freight forwarding, technical and ancillary services. They shall not apply to contracts entered into with consumers or users.

TGP means Trans Global Projects, S.L., with registered office at Gran Vía de Don Diego López de Haro nº 45, Planta 1ª, Dpto. 103, 48011 Bilbao (Bizkaia), Spain, Spanish Tax Identification Number (NIF) B93897916, and registered with the Commercial Registry of Bizkaia, Section 8, Sheet BI-88256, Entry 1.

1.- Applicability and contractual basis

1.1. These Terms shall be incorporated into the Contract where, before or at the time the Contract is concluded, TGP has expressly informed the Customer that they apply and has provided the Customer with a copy or a direct, accessible and downloadable link to the current version. Acceptance shall occur on the earlier of:

- (a) written acceptance of these Terms, an offer, quotation, booking confirmation, order confirmation or other contractual communication expressly incorporating them; or
- (b) an instruction to TGP to commence or continue the Services, the making available of the Goods, or any other conduct by the Customer consistent with TGP providing the Services, provided that the Customer had a genuine opportunity to become acquainted with these Terms.

1.2. TGP performs its services, whether for consideration or free of charge, subject to these Terms.

1.3. The contract between TGP and the Customer for the Services (the Contract) shall consist of: (a) the acceptance referred to in clause 1.1; (b) these Terms; and (c) the applicable offer, order, confirmation or specific contractual document, including any documents expressly incorporated therein.

1.4. The Contract shall be subject, with priority, to any international treaties and conventions, European Union rules, Spanish laws and any other mandatory provisions applicable to the relevant Service or leg of carriage. Nothing in these Terms shall exclude, reduce or alter any applicable mandatory rule.

1.5. Where TGP issues, accepts or is involved in a bill of lading, consignment note, air waybill, charterparty, transport document or other document

containing specific terms, those terms shall govern the relevant Service to the extent that they have been validly incorporated and without prejudice to any applicable mandatory rules.

1.6. These Terms shall apply to any action or claim against TGP, whether founded in contract, tort or otherwise, to the extent permitted by applicable law.

2.- Definitions, interpretation and order of precedence

2.1. For the purposes of these Terms:

Affiliate: any person that controls, is controlled by, or is under common control with a Party.

Customer: the natural or legal person that contracts, or may contract, with TGP for a defined scope of Services in relation to the Goods.

Contract: as defined in clause 1.3.

SDR: a Special Drawing Right as defined by the International Monetary Fund.

Project Information: all data, drawings, specifications, weights, dimensions, centres of gravity, lifting points, support requirements, tolerances, packing, site information, access information, schedules and other technical or operational information supplied by the Customer or identified as an assumption for the Service.

Goods: any property, including containers, pallets and other means of transport or packaging, in respect of which Services are provided.

Dangerous Goods: Goods classified as dangerous by applicable law or a competent authority, and Goods that are explosive, flammable, oxidising, toxic, infectious, radioactive, corrosive, harmful, polluting or liable to affect other goods.

Party: TGP or the Customer; **Parties:** both of them.

Carrier: any person that assumes the obligation to perform carriage, including its servants, agents and subcontractors.

Services: packing, handling, storage, consolidation, carriage, distribution, logistics, customs or fiscal management, insurance, documentation, advisory services and any other ancillary services expressly contracted.

Project Cargo Services: Services relating to oversized, heavy, out-of-gauge, bulk, heavy-lift or other non-standard cargo, including chartering, transport engineering, route or feasibility studies, lifting, lashing, seafastening, site logistics, specialised operations, inspections, temporary works and project management, solely to the extent included in the agreed scope.

Subcontractor: any person, including a Carrier, engaged by TGP to perform all or part of the Services.

Transport Unit: any case, pallet, container, trailer, tank or other device used for the carriage of the Goods.

2.2. In the event of conflict, the following order of precedence shall apply: (a) applicable mandatory rules; (b) specific terms expressly agreed in writing for the relevant operation; (c) the terms validly incorporated into the transport document applicable to the particular Service; and (d) these Terms.

2.3. Contractual communications may be in Spanish or English unless otherwise agreed in writing. Where versions exist in both languages, the Spanish version shall prevail where the Contract is governed by Spanish law and the English version shall prevail where the Contract is governed by English law.

2.4. A reference to writing includes electronic communications capable of being retained and reproduced, including email. Headings shall not affect interpretation.

3.- Provision of the Services

3.1. TGP shall provide the Services with the degree of skill, care and diligence reasonably expected of a professional and experienced operator, without assuming obligations other than those expressly agreed or imposed by mandatory rules.

3.2. TGP shall perform the Services in accordance with the agreed instructions. If the instructions are incomplete, ambiguous, inaccurate or incompatible with the Contract, safety requirements or applicable law, TGP may, after reasonable notice where circumstances permit, take such reasonable measures as it considers necessary at the Customer's risk and expense.

3.3. No person shall be required to perform any activity or comply with any instruction that it reasonably considers unsafe, unlawful or dangerous to persons, the Goods or property.

3.4. Dates, times, ETA, ETD, laycans, transit times and durations stated by the Customer or communicated by TGP are estimates and shall not constitute a guarantee or an essential term unless expressly accepted in writing by TGP. This shall not affect any liability imposed by mandatory law.

3.5. Any advice or information provided by TGP is provided solely for the Customer and for the particular Service. The Customer shall not permit any third party to rely on it without TGP's prior written consent.

3.6. Unless otherwise agreed, and subject to mandatory law and the applicable transport document, TGP may reasonably select or substitute the means, route, Carrier, procedure or place of performance, and may arrange carriage on or under deck where reasonably appropriate.

3.7. The Customer shall make the Goods available at the agreed place and time, duly prepared, packed, stowed, labelled and marked. The Customer also warrants that any Transport Units, lifting equipment and other equipment supplied by it are suitable, safe, duly certified and fit for the Service. The Customer shall make all necessary decisions and give all necessary approvals in a timely manner and shall appoint a duly authorised representative; shall ensure that the cargo and any sites under its control are lawful, safe, accessible and ready for the operation; shall disclose in advance any high-value, sensitive, temperature-controlled, dangerous or sanctions-sensitive characteristics; shall inspect and accept delivery without delay; and shall comply with reasonable document-authenticity and cybersecurity procedures, including independent verification of any notified change to TGP's bank account details. Where the Customer acts on behalf of an owner or consignee, it warrants that it has authority to bind that person or will obtain that person's separate acceptance where required.

3.8. Where road carriage is governed by Spanish law that allocates loading or unloading by default to a particular Party, TGP shall only undertake such operations if expressly agreed in writing before the vehicle is effectively presented for loading or unloading and subject to the corresponding surcharge, which shall be invoiced separately where required by law.

3.9. If performance is affected by any impediment, risk, delay, unsafe condition or material change not attributable to TGP that cannot reasonably be avoided without additional action, cost or risk, TGP may suspend, postpone or store the Goods, alter the route, Carrier or place of performance, take

reasonable protective measures, or terminate the affected Service where continuation is not reasonably practicable. Necessary, reasonable and documented costs shall be for the Customer's account unless caused by TGP's breach.

3.10. If the Customer, consignee or owner does not take delivery of the Goods when TGP is entitled to deliver them, TGP may store or deposit the Goods in reasonably safe conditions at the Customer's cost and risk, without prejudice to any legal duties of custody applicable to TGP while it retains possession or control.

4.- Changes and Project Cargo Services

4.1. If the Customer requests a change to previously accepted instructions, TGP shall, where possible, advise whether it can implement the change and the effect that change will have on price, time, scope and risk. The change shall require written confirmation before implementation, except in the circumstances set out in clause 4.4. A change shall be deemed accepted where the Customer instructs TGP to proceed, knowingly permits performance to continue after receiving written notice of the change, or accepts or uses the modified Services. In urgent situations, clause 4.4 shall apply.

4.2. Any price adjustment shall be valued in accordance with the agreed rates and, where no such rates exist, on a reasonable basis by reference to the Contract, prevailing market rates and evidenced third-party costs, together with TGP's usual handling or management charge where this has been communicated to the Customer or is objectively ascertainable.

4.3. In relation to Project Cargo Services, any material deviation from the Project Information or from the pricing, engineering or performance assumptions shall also constitute a change, including variations or inaccuracies in cargo data, scope, sequence, schedule, access, site, route, port, terminal, authority requirements, third-party availability or engineering requirements, provided that such deviation does not arise from TGP's breach and was not expressly assumed by TGP.

4.4. Where reasonably necessary to protect life, property, the Goods or the environment, or to comply with law or an authority requirement, TGP may take reasonable measures without prior written agreement on the adjustment, informing the Customer as soon as reasonably practicable.

4.5. Route studies, methods, calculations, drawings and other technical deliverables prepared by TGP are based on the Project Information and on physical, regulatory and operational conditions reasonably known when they are prepared. Unless expressly included in the scope, TGP does not assume responsibility for the design or structural verification of the Goods, lifting points, frames, supports, foundations, packaging, Customer equipment or third-party infrastructure. Any route survey, feasibility study, method statement, calculation or other technical assessment constitutes an opinion based on the Project Information and on conditions reasonably verifiable as at the date on which it is prepared. Unless expressly included in TGP's scope, TGP does not warrant future route availability, the grant or continued validity of permits, the capacity of third-party infrastructure, or latent conditions or conditions subsequently altered. Any obligation to inspect, test or independently verify a particular matter must be expressly included in the agreed scope.

4.6. TGP may suspend, postpone, cancel or re-plan an operation where wind, swell, tide, visibility, ground conditions, equipment, access, operating limits, authority approval or any other circumstance renders performance unsafe, unlawful or materially different. Reasonable waiting, remobilisation, storage and third-party costs arising therefrom shall be treated as a change under this clause, unless attributable to TGP.

5.- Ownership, retention and deposit

5.1. The Customer warrants that it owns the Goods or is duly authorised by the owner to contract the Services and accept these Terms in relation to them.

5.2. TGP may exercise any legally available or validly agreed contractual rights of retention, pledge, deposit or security over Goods and documents in its possession or control, solely to the extent permitted by applicable law and for all amounts due in relation to the relevant Goods, Contract and related Services.

5.3. Where Spanish road transport legislation applies, the retention, deposit, sale or realisation of Goods for non-payment shall be carried out in accordance with the mandatory procedures, authorities and time limits prescribed by law, including, where applicable, an application to the competent court or Transport Arbitration Board.

5.4. The Customer shall reimburse the reasonable and documented costs of retention, deposit, custody, preservation and lawful enforcement. Nothing in these Terms authorises a private sale or disposal where the law requires judicial, arbitral or administrative involvement.

6.- Licences, permits and customs

6.1. Unless expressly agreed otherwise, the Customer shall be responsible for obtaining and maintaining all licences, permits, consents, declarations, classifications and approvals relating to the Goods, including foreign trade requirements, Dangerous Goods requirements and import or export controls.

6.2. Where TGP agrees to handle customs formalities, the Customer shall provide such powers of attorney, instructions, documents, guarantees and funds as TGP may reasonably require. Direct or indirect customs representation must be expressly stated in the relevant instruction or mandate.

6.3. Where TGP agrees to obtain or manage a special transport permit, route authorisation, escort, port or terminal approval, or other operational approval, it shall exercise reasonable care based on the Project Information. The issue, timing and conditions of any such approval depend on the relevant authority or infrastructure owner; any material change or additional cost shall constitute a change under clause 4 where not attributable to TGP.

7.- Insurance

7.1. TGP shall not arrange insurance for the Goods unless expressly instructed in writing by the Customer and accepted by TGP. For the avoidance of doubt, TGP is not an insurer and assumes no obligation to arrange cargo insurance unless expressly accepted in writing. Any failure by the Customer to arrange insurance shall not increase TGP's liability, which shall remain governed by applicable mandatory law and clause 15.

7.2. The Customer shall arrange and maintain insurance appropriate to the nature and value of the Goods and the risks of the Services. For Project Cargo Services, the Customer shall maintain appropriate cargo or project insurance covering transport, handling, transshipment and storage unless expressly agreed otherwise.

7.3. The Customer shall use reasonable endeavours, where legally permissible and commercially available on reasonable terms, to procure that its insurance

policies include a waiver of subrogation in favour of TGP, its Affiliates and Subcontractors. This obligation shall not affect any mandatory rights of third parties.

7.4. If TGP arranges insurance on the Customer's behalf, it shall act solely as intermediary or agent for the Customer. The insurance shall be subject to the exclusions and conditions of the relevant policy and, unless otherwise agreed in writing, TGP may declare the shipment under an open or general policy.

8.- Documents and information

8.1. TGP may rely on documents and information supplied by the Customer, the owner or any person acting on their behalf and shall not be liable for errors, omissions or inaccuracies therein, except to the extent that TGP has expressly assumed a duty to verify them or has committed its own breach.

8.2. The Customer warrants the accuracy of all particulars concerning the nature, marks, number, weight, dimensions, quantity and, where applicable, dangerous nature of the Goods. In respect of packed containers, the Customer shall provide the verified gross mass required under SOLAS in due time and warrants its accuracy.

8.3. The Customer warrants that all customs documentation is accurate, complete and lawful; that the Goods correspond with the description provided; and that they may lawfully be imported, exported and labelled. Any duties, excise taxes, costs, fines or penalties that TGP is required to pay as a result of acts, omissions, information or instructions attributable to the Customer shall be reimbursed by the Customer, except for fines or penalties arising from TGP's own infringements which cannot lawfully be passed on.

8.4. In relation to Project Cargo Services, the Customer warrants the accuracy and completeness of the Project Information, including weight, dimensions, centre of gravity, lifting and lashing points, support and load distribution requirements, allowable stresses, tolerances, packing, preservation and manufacturer restrictions. If the actual characteristics materially differ, TGP may stop the operation and apply clause 4.

8.5. Before delivery or making the Goods available, the Customer shall disclose the exact dangerous nature and classification of the Goods, including any applicable UN number, risks and precautions. If TGP has not been duly informed, TGP may reject or stop the Service, unload, store, isolate, neutralise

or return the Goods, or take any other reasonable measure required by the circumstances. The Customer shall bear the resulting reasonable costs and damage, except to the extent caused by TGP's own breach.

9.- Intellectual property

9.1. All intellectual property rights in documents, equipment, materials, methods, studies, calculations, drawings and deliverables provided by TGP or by third parties through TGP shall belong to TGP, its Subcontractors or the relevant third-party owner, as applicable.

9.2. Once all amounts due for the relevant Services have been paid, TGP grants the Customer a non-exclusive, non-transferable and limited licence to use project-specific technical deliverables solely for the performance, review and record-keeping of the relevant Service. The Customer shall not modify or reuse them, nor permit third parties to rely on them in relation to another project, cargo or movement, without TGP's written consent.

9.3. Rights in the Goods and in documents, equipment and materials supplied by the Customer shall remain with the Customer or their owner.

10.- Confidentiality and personal data

10.1. Each Party shall keep confidential all commercial, technical, operational, financial or other information received from the other Party and shall use it solely for the performance of the Contract. This obligation shall not apply to information that is public without breach, lawfully received from a third party or independently developed.

10.2. TGP may disclose confidential information to its Affiliates, Subcontractors, advisers, insurers and authorities that need to know it for the performance of the Contract or compliance with law, provided they are subject to appropriate confidentiality obligations or statutory duties of confidentiality.

10.3. Each Party shall process contact and operational personal data necessary to manage the relationship and the Services in accordance with applicable data protection laws. Where the nature of the processing requires a specific processor, joint-controller or international transfer agreement, the Parties shall enter into such agreement separately.

11.- Compliance, trade controls and safety

11.1. The Parties shall comply with all applicable laws, including those relating to anti-bribery and anti-corruption, anti-money laundering, sanctions, export controls, competition, labour, insurance, health, safety and the environment.

11.2. If a Service is unlawful, prohibited or may reasonably expose TGP, an Affiliate or a Subcontractor to a breach of sanctions or trade control laws, TGP may reject, suspend or cancel that Service. The Customer shall pay all accrued amounts and costs reasonably incurred before suspension or cancellation, unless attributable to TGP.

11.3. The Customer shall provide in a timely manner all health, safety, security and environmental requirements applicable at its premises and shall ensure safe and adequate access to locations under its control. TGP may stop any operation it reasonably considers unsafe or non-compliant, provided that the relevant condition is not attributable to TGP.

12.- Price, invoicing and payment

12.1. The Customer shall pay TGP the agreed price, applicable indirect taxes and all costs, disbursements and third-party charges properly recoverable under the Contract.

12.2. Unless otherwise specified in the relevant quotation, booking confirmation or other contractual document, or otherwise agreed in writing in advance, TGP's standard payment terms shall be payment in cleared funds against release of documents, where document release is applicable and TGP is legally entitled to retain such documents pending payment. Where no document-release mechanism applies, payment shall be due immediately upon receipt of the invoice. No credit shall be deemed to have been granted unless expressly confirmed by TGP in writing. Where TGP has granted the Customer a credit facility in writing, invoices shall be payable in accordance with the credit terms expressly agreed in writing, subject in all cases to any mandatory maximum payment period under applicable law. Payment shall be made in full, without set-off, deduction or withholding, except where required by mandatory law or where there is a liquid, due and payable claim acknowledged by TGP or established by a final decision. Any good-faith dispute concerning an invoice must be notified within ten (10) calendar days after receipt, with full reasons and supporting particulars; any undisputed amount shall remain payable when

due. In the absence of timely notice, the invoice shall be deemed accepted for payment and administrative purposes, save for manifest error and non-waivable rights. “Final decision” means a final judgment or arbitral award that is no longer subject to ordinary appeal. Unless the Customer validly appropriates the payment when making it, TGP may appropriate any amount received to any overdue debt, ordinarily the oldest, subject to Articles 1172 to 1174 of the Spanish Civil Code.

12.3. Any amount not paid when due shall automatically bear default interest, the statutory minimum compensation for recovery costs and any additional recoverable collection costs in accordance with Spanish Law 3/2004 or any other applicable mandatory rule, without prejudice to any validly agreed contractual interest.

12.4. If any invoice is overdue, an agreed credit limit is exceeded, credit insurance is reduced or withdrawn, or TGP reasonably determines on objective grounds that the Customer's ability to pay has materially deteriorated, TGP may, upon notice (or immediately where reasonably necessary), suspend Services not yet performed, cancel bookings not yet performed to the extent that they are cancellable, require advance payment or reasonable security, and retain documents where legally permissible. These rights shall not arise solely as a consequence of the declaration or opening of insolvency, liquidation or restructuring proceedings where Article 156 of the recast Spanish Insolvency Act or any other mandatory rule prohibits such consequence.

12.5. Where the mandatory road transport regime for adjustment of the carriage price due to variations in fuel cost applies, the price shall be adjusted in accordance with that regime and the adjustment shall be shown separately on the invoice where required by law. No term shall exclude or restrict such mandatory adjustment.

12.6. In addition to the price, the Customer shall reimburse reasonable, necessary and documented costs for waiting time, stoppages, delays, demurrage, detention, deadfreight, cancellation, storage, additional handling, specialised equipment, cranes, escorts, permits, route works, traffic management or rerouting where such costs arise from the Customer, the owner, the Goods, the Project Information or circumstances beyond TGP's reasonable control, except to the extent caused by TGP's breach.

13.- Suspension and termination

13.1. Without prejudice to any other rights and remedies and subject to mandatory insolvency law, TGP may suspend or terminate the Contract in whole or in part by written notice if the Customer breaches a material obligation and: (a) fails to remedy it immediately where capable of immediate remedy; (b) fails to commence corrective action within seven calendar days of notice where immediate remedy is not possible; or (c) fails to complete the remedy within fourteen calendar days of notice, unless the circumstances reasonably justify a different period.

13.2. TGP may terminate with immediate effect if a material breach is incapable of remedy or if the Customer is in material payment default, ceases or threatens to cease business, or is unable to perform its material obligations as they fall due. TGP shall not suspend, terminate, modify or accelerate the Contract solely because insolvency or restructuring proceedings have been opened or declared where such consequence is prohibited by mandatory law.

13.3. Upon suspension or termination, the Customer shall pay for Services performed and all reasonable, evidenced costs, expenses and losses caused by the suspension or termination, without prejudice to rights and obligations already accrued.

14.- Indemnities

14.1. To the fullest extent permitted by law, the Customer shall indemnify TGP against all claims, liabilities, losses, costs, damages, penalties and reasonable expenses, whether suffered directly by TGP or claimed by a third party, arising from: (a) TGP carrying out the Customer's instructions; (b) inaccurate, incomplete or ambiguous information or documentation; (c) breach by the Customer; (d) fraud, negligence or any other act or omission of the Customer, the owner or persons for whom they are responsible; (e) any breach of law attributable to any of them; (f) defects in packing, marking, loading, stowage, lifting points, supports or equipment not forming part of the scope expressly assumed by TGP; or (g) Dangerous Goods that were not declared or were incorrectly declared.

14.2. The indemnity shall not apply to the extent that the relevant claim, cost or damage results from breach, fraud, negligence or other conduct attributable

to TGP, nor may it transfer any liability which the law prohibits from being excluded, limited or transferred.

14.3. Where applicable, the Customer shall provide such reasonable security as may be required in respect of general average relating to the Goods.

15.- Exclusions and limits of liability

15.1. The basis of liability, defences, exclusions, limits, time bars and rights of action established by any mandatory national, European or international regime applicable to the Service shall prevail over this clause. Nothing in these Terms shall reduce any mandatory minimum protection or limit liability where such limitation is prohibited.

15.2. Subject to clause 15.1 and to the fullest extent permitted by law, TGP shall not be liable for loss or damage caused by: (a) inadequate packing or marking by the Customer or owner; (b) undeclared valuables or Dangerous Goods; (c) inherent vice of the Goods; (d) handling, loading, unloading, stowage, lashing or securing carried out by the Customer, owner or their representatives; (e) a material inaccuracy in the Project Information of which TGP was unaware and in respect of which it exercised reasonable care; (f) defects in lifting points, supports, frames, packaging, foundations or equipment not designed or supplied by TGP within its expressly agreed scope; or (g) latent or materially altered conditions affecting the site, route, infrastructure, quay, berth, ground or access which TGP could not reasonably have discovered or foreseen.

15.3. Unless a mandatory regime provides otherwise, TGP shall not be liable, whether the relevant loss is characterised as direct, indirect, consequential or otherwise, for loss of profit, revenue, contracts, opportunity, production, use, reputation or goodwill; business interruption; costs of capital, replacement or financing; indirect, special, incidental, punitive or consequential loss; or any penalties, delay damages, liquidated damages, back-charges or obligations owed by the Customer to third parties under EPC, construction, supply, financing or other underlying contracts. This exclusion shall not apply to the extent it is void or ineffective under mandatory law.

15.4. Solely in respect of Services not subject to a different mandatory liability regime and to the fullest extent permitted by law, TGP's total liability for loss of or damage to Goods shall not exceed the lesser of: (a) the value of the part

of the Goods lost or damaged; or (b) 2 SDR per kilogram of the gross weight of the affected part.

15.5. For all other Services not subject to a different mandatory regime, TGP's total liability per transaction shall not exceed the lesser of: (a) the value of the Goods which are the subject of the transaction; (b) 2 SDR per kilogram of the gross weight of the Goods which are the subject of the transaction; or (c) 75,000 SDR. In the case of a continuing error or omission, the aggregate limit per contractual year shall be the lesser of the proven loss or 75,000 SDR.

15.6. The value of the SDR shall be that applicable on the date TGP receives the written claim, unless a mandatory rule requires a different valuation date. The foregoing limits shall not apply to liability for death or personal injury caused by negligence where such liability cannot be limited, fraud or fraudulent conduct, or any liability which may not lawfully be excluded or limited.

15.7. TGP may accept in writing a declared value or a higher limit of liability against payment of such additional charge as may be expressly agreed.

16.- Notices and claims

16.1. The Customer shall give notice of loss, damage or delay, and make any reservations, in the form and within the time limits required by the mandatory law or convention applicable to the relevant mode of transport.

16.2. Where no different mandatory time limit applies, failure to give written notice of apparent loss or damage upon delivery of the Goods shall constitute prima facie evidence that the Goods were delivered in good order and condition. In the case of non-apparent damage, the Customer shall notify TGP in writing within seven calendar days following delivery.

16.3. For any other loss, damage or delay for which no mandatory notice period applies, the Customer shall notify TGP in writing of the event and its general nature as soon as reasonably practicable and, in any event, within fourteen calendar days after the Customer knew or ought to have known of the event. The consequences of late notice shall apply only to the extent permitted by law.

17.- Time bars

17.1. Any mandatory period of limitation, prescription, time bar or period for bringing proceedings established by the law applicable to the relevant Service

or claim, including, without limitation, the Spanish Carriage of Goods by Road Act (LCTTM), the CMR and other applicable transport conventions, shall prevail over this clause.

17.2. Solely in respect of Services not subject to a different mandatory time limit and to the extent permitted by law, TGP shall be discharged from liability unless judicial or arbitral proceedings are commenced within nine months after: (a) delivery; (b) the date on which delivery should have occurred; or (c) the date on which non-delivery would entitle the Goods to be treated as lost.

17.3. For claims other than loss of or damage to Goods that are not subject to a mandatory time limit, the residual nine-month period shall run from the act, omission or breach alleged. This clause is not intended to reduce mandatory limitation periods or alter their statutory rules on interruption or suspension.

18.- Force majeure

18.1. Subject to any applicable mandatory regime, neither Party shall be liable for delay or failure to perform caused by an event that is unforeseeable and beyond its reasonable control, provided that the event could not reasonably have been avoided or overcome.

18.2. Force majeure events include, without limitation, maritime, aviation or other transport disasters, earthquake, fire, explosion, flood, weather conditions exceeding safe operating limits, armed conflict, civil disturbance, embargo, administrative prohibition, closure of a port, terminal, canal or essential infrastructure, epidemic or pandemic restriction, and strikes or labour disputes materially affecting performance. Lack of funds, insolvency, or events caused or aggravated by the affected Party shall not constitute force majeure.

18.3. The affected Party shall notify the event without undue delay and, where reasonably practicable, confirm it in writing within forty-eight hours, and shall use reasonable endeavours to mitigate its effects.

18.4. TGP shall take reasonable measures to preserve Goods in its care or custody during the event. The Customer shall pay the direct, reasonable and documented costs of preservation and protection, together with the unaffected Services, unless the relevant cost is attributable to TGP.

18.5. If the force majeure event continues for more than fourteen consecutive calendar days, the Parties shall discuss alternative measures in good faith. If no reasonable solution has been reached fourteen days after that discussion

and the effects are expected to continue, either Party may terminate the affected Service on seven calendar days' written notice. Termination under this clause shall not prejudice TGP's right to payment for Services performed, margin already earned, irrevocable third-party commitments, cancellation charges, demurrage, deadfreight, demobilisation, repositioning, storage, preservation, handling and other reasonable costs incurred or committed in connection with the affected Service.

19.- Assignment and subcontracting

19.1. TGP may assign its rights to an Affiliate or successor upon notice to the Customer. Any transfer of obligations shall require such consent as may be required by law. The Customer may not assign, novate, transfer, charge or otherwise dispose of the Contract, or any right or claim arising under it, without TGP's prior written consent, except to the extent that any transfer or subrogation occurs mandatorily by operation of law.

19.2. TGP may select and subcontract Carriers, stevedores, warehouses, surveyors, engineers, crane providers, specialised hauliers and other Subcontractors reasonably required for the Services.

19.3. Unless TGP expressly notifies the Customer in writing that it acts solely as agent in respect of a particular Service, and provided this is permitted by applicable law, TGP shall contract in its own name. The terms, rates and documents of a Subcontractor shall apply to the relevant Service only to the extent validly incorporated and subject to mandatory law. Where TGP expressly acts as agent in respect of a Service for which agency is legally permitted, the Customer authorises TGP to agree on its behalf customary third-party terms, including limits of liability, deck carriage, liberty clauses and jurisdiction or arbitration provisions, subject to mandatory law. TGP shall not be required to disclose its procurement terms or margins except where required by law.

20.- Miscellaneous

20.1. The Contract constitutes the entire agreement between the Parties in relation to the Services and supersedes all previous proposals, statements and agreements concerning its subject matter, without prejudice to any liability that cannot lawfully be excluded.

20.2. Any amendment to the Contract shall be in writing and accepted by authorised representatives of the Parties, except for adjustments or measures expressly authorised by these Terms.

20.3. Provisions which by their nature are intended to survive termination or completion of the Contract shall remain in force, including those relating to payment, retention, insurance, intellectual property, confidentiality, compliance, liability, time bars, governing law and dispute resolution.

20.4. If any provision is invalid, unlawful or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable and, if this is not possible, shall be deemed severed without affecting the remainder of the Contract.

20.5. A waiver of any right shall be effective only if made in writing and shall not constitute a waiver of any subsequent breach. No delay in exercising a right shall constitute a waiver.

20.6. TGP's Affiliates, employees, agents, Carriers and Subcontractors may rely, to the extent permitted by law, on the defences, exclusions, indemnities and limits of liability available to TGP. This provision shall not exclude any direct rights of action which mandatory law confers.

21.- Governing law and jurisdiction

21.1. As a general rule, the Contract shall be governed by Spanish law. Any dispute not validly submitted to arbitration under clause 22 shall be determined by the competent Spanish courts in accordance with the applicable procedural and jurisdictional rules, without prejudice to any mandatory or exclusive jurisdiction.

21.2. By way of exception, where the principal or predominant Service consists of international carriage by sea, vessel chartering or an essentially maritime Project Cargo movement, and the Customer has its registered office or principal place of business outside Spain, the Contract shall be governed by English law, without prejudice to applicable mandatory rules and international conventions. The presence of an incidental sea leg in a multimodal project shall not, of itself, displace Spanish law in respect of the Contract as a whole.

21.3. In relation to maritime carriage to or from the United States, US COGSA shall apply only where it applies mandatorily or has been validly incorporated or extended by the relevant bill of lading or other transport document.

21.4. The foregoing is without prejudice to the application of clause 22 where a valid arbitration agreement exists in accordance with its terms and applicable law.

22.- LMAA arbitration

22.1. This clause shall apply where the Parties have agreed to submit the Contract or any dispute arising out of it to arbitration in London, whether by a separate, individual and written agreement, or through any form customarily used and recognised in international trade that provides sufficient evidence of the Parties' agreement, including exchanges of emails, fixture recaps, booking notes, charterparties or other written or electronic contractual communications or documents, as well as by incorporation by reference to another document containing an arbitration agreement, where such incorporation is valid under applicable law. Where Article 468 of Spanish Maritime Navigation Act 14/2014 of 24 July, or any other mandatory provision, requires an agreement to foreign arbitration to be individually and separately negotiated, the arbitration agreement must also satisfy those requirements. Mere incorporation of these Terms into the Contract shall not, of itself, constitute sufficient evidence of such individual and separate negotiation.

22.2. Where a valid arbitration agreement exists under clause 22.1, TGP may elect to bring any claim in arbitration and may require any claim by the Customer arising out of or in connection with the Contract to be referred to arbitration rather than court proceedings, to the extent permitted by applicable law. Upon such election, any dispute or disagreement arising out of or in connection with the Contract, including any question regarding its existence, validity, interpretation, performance, breach or termination (a "Dispute"), shall be dealt with under this clause 22.

22.3. In the first instance, the Dispute shall be referred by the Parties to their respective management-level representatives, who shall attempt to reach an amicable solution.

22.4. Failing resolution, the Dispute shall be referred to the respective senior management of the Parties, who shall attempt to agree an amicable solution satisfactory to both Parties. The notice of referral shall expressly state that it is made pursuant to this clause 22.4.

22.5. Any Dispute that remains unresolved thirty (30) calendar days after referral to senior management shall be finally resolved by arbitration in London in accordance with the LMAA Terms in force at the commencement of the arbitration. Where neither the claim nor any counterclaim exceeds USD 100,000 (excluding interest and costs), the arbitration shall be conducted under the LMAA Small Claims Procedure in force at the commencement of the arbitration before a sole arbitrator. Where the claim or any counterclaim exceeds USD 100,000 but neither exceeds USD 400,000, the arbitration shall be conducted under the LMAA Intermediate Claims Procedure in force at the commencement of the arbitration. In all other cases, the reference shall be to three arbitrators under the LMAA Terms in force at the commencement of the arbitration. Unless otherwise agreed in writing, the seat, or legal place, of arbitration shall be London, United Kingdom, and the language of the arbitration shall be English. Notwithstanding this clause 22, TGP may bring any undisputed or admitted debt claim before any court of competent jurisdiction without thereby waiving arbitration in respect of any other Dispute.

22.6. Where applicable, the arbitral tribunal shall apply any mandatory provisions of treaties, international conventions and laws applicable to the carriage, handling, storage or custody of the Goods.

22.7. The arbitral award shall be final and binding upon the Parties and may be recognised and enforced in any court having jurisdiction in accordance with applicable law. Any invalidity or ineffectiveness of the choice of law or arbitration agreement shall not affect the validity of the remaining provisions of the Contract.

22.8. The negotiation and escalation procedure set out in clauses 22.3 to 22.5 shall not prevent either Party from commencing arbitration where reasonably necessary to prevent a claim from becoming time-barred, prescribed or otherwise lost, nor from seeking urgent interim or conservatory measures to protect Goods, assets or rights. In such event, unless otherwise agreed and without prejudice to any time limits applicable to the arbitration, the Parties shall continue the negotiation procedure set out in this clause and shall meet within thirty (30) calendar days after commencement of the arbitration to attempt to reach an amicable solution.

Acceptance. Acceptance of an offer, booking confirmation, order or instruction that expressly incorporates these Terms confirms that the Customer had access to the full text before contracting and accepts them for the relevant Service.