

## **GENERAL CONDITIONS GENERAL LOGISTICS SYSTEMS SPAIN, SL**

### **1 - Application.**

These terms apply to all activities performed by General Logistics Systems Spain, SL, in particular the despatch, handling, transshipment, storage and all arrangements for the carriage of parcels with carriers within Spain and in the member countries of the GLS network.

### **2 - Acceptance of items for carriage, exclusions.**

**2.1** Parcels with unit weights up to 50 kg will be accepted. Their girth must not exceed 3 meters and the maximum acceptable individual dimensions are a maximum length of 2 meters maximum height 0,6 meter and maximum width 0,8m.

**2.3** The following items will not be accepted: goods which are inadequately and/or not packed in standard forms of packaging, perishable goods, mortal remains, living animals, items of high-value such as money, precious metals, jewellery, work of art, telephone cards, pre-paid cards of mobile phones, securities and other documents of monetary value, goods requiring storage at special temperatures, firearms and ammunitions, hazardous goods. Nor will personal effects, spirits or carnet ATA goods be accepted for cross-border carriage.

**2.4** General Logistics Systems Spain, SL accepts no liability for damages or losses to parcels received by it in contravention of the exclusion listed in Art. 2.3 above, except in cases where General Logistics Systems Spain, SL has issued its express written consent to its carriage.

**2.5** Parcels unsuitable for automatic sorting will only be accepted by special agreement.

### **3 - Scope of services provided**

**3.1** General Logistics Systems Spain, SL is responsible as forwarding agent for providing the following transportation services which will be performed by independent carriers.

**3.1.1** Collection and carriage of the parcels received and delivery free addressee's premises.

**3.1.2** Dispatch of packages which are received to the accepting depot in Barcelona before 8h00 am to addresses in the respective receiving countries within the standard delivery times of GLS ranging from 24 to 96 hours. It is not insured or guaranteed in any way that delivery occurs within the standard delivery time.

**3.2** The delivery takes place at the addressee's normal post receipt point or at the incoming goods department.

**3.3** A maximum of two delivery attempts are free of charges.

**3.4** Delivery of parcels occurs against the signature of the addressee or other persons who can be assumed under the relevant circumstances to be authorised to receive parcels. Such persons include, in particular, persons present and neighbours.

**3.5** Proof of delivery will be furnished without charge within the normal limit only (5 % of the average daily number of parcels received from a given sender). General Logistics Systems Spain, SL is entitled to make a reasonable charge for provision of proof of delivery over and above this limit countersignature by the recipient on the relevant section of the freight list or an electronic receipt shall constitute proof of delivery.

**3.6** General Logistics Systems Spain, SL uses electronic methods to obtain proof of delivery in certain cases. The sender hereby expressly confirms his willingness to accept the digitalised form of the recipient's signature and the reproduction of any such signature as proof of delivery.

**3.7** Parcel weights determined by General Logistics Systems Spain, SL can be retrieved from the databank by quoting the parcel number.

#### **4 - Sender's obligations**

**4.1** Each parcel must bear and/or be accompanied by the duly completed documents approved by General Logistics Systems Spain, SL. The sender shall be liable for the consequences of any errors in their completion.

**4.2** The sender is responsible for ensuring that parcels are properly packed.

#### **5 - Liability**

**5.1** General Logistics Systems Spain, SL is liable for losses and damages suffered by parcels in its custody up to an amount of 9.62 euros / kilo of the parcel's gross weight. General Logistics Systems Spain, SL accepts no liability for consequential damage or loss e.g. losses of a purely commercial nature like loss of turnover or earnings, missed profits, cost of replacements of losses attributable to delay in customs clearance. Liability for loss or damage other than suffered by the goods themselves is limited per event to three times the amount of the carriage charge payable for the relevant consignment.

**5.2** The CMR provisions on carrier's liability shall apply to cross-border carriage of goods by road.

#### **6 - Insurance**

**6.1** In cases where the sender takes out no transport insurance, General Logistics Systems Spain, SL will waive the limitation of liability stipulated in the first sentence of figure 5.1 paragraph 1 and refund the value of the goods up to an amount not exceeding either their purchase price or, in the case of used items, their current value respectively for goods obtained at an auction, the auction price subject to an upper limit of Euro 750. Unless otherwise expressly agreed in writing, any retention agreed between the sender and his insurer shall not constitute grounds for a corresponding waiver on the part of General Logistics Systems Spain, SL.

**6.2** The sender shall not be entitled to assign insurance claims without the consent of General Logistics Systems Spain, SL.

#### **7 - Lapse of claims**

**7.1** All claims against General Logistics Systems Spain, SL shall lapse after one year.

**7.2** The date of lapse shall be calculated as from either the date of delivery of the parcel or if it proved impossible to deliver the parcel, the date on which the parcel should have been delivered. The provisions of Art 32 of the CMR shall apply to the lapse of claims relating to cross-border deliveries.

#### **8 - Requirements of written form**

**8.1** Any subsidiary agreements or terms differing from these Standard Terms shall not be valid unless in writing.

#### **9 - Escape clause/ place of jurisdiction**

**9.1** Should any of the provisions contained in the a/m Terms prove invalid; this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision approximating as closely as possible to it in commercial terms.

**9.2** The place of jurisdiction is Barcelona, Spain