

### **1. SCOPE**

These General Conditions of Carriage define the conditions of carriage by INTERCOURIER.

INTERCOURIER reserves the right to subcontract, for the purpose of fulfilling the obligations assumed on its own behalf, agents and subcontractors, both covered by these General Conditions of Carriage.

These general conditions may not be removed or altered by any INTERCOURIER employee, agent, service provider or subcontractor without the written consent of INTERCOURIER's management.

The fact that the Client contracts transportation services with INTERCOURIER implies the unreserved acceptance of these General Conditions of Carriage.

For the purposes of these General Conditions of Carriage governing the Agreement between INTERCOURIER and the Customer, the following terms shall have the following meaning:

INTERCOURIER - designates Inter courier, Lda - Global Express Service as well as its employees, agents, agents and subcontractors, service provider.

Shipment/Goods - means and includes any object, envelope, package, bag, volume or freight delivered to INTERCOURIER and accepted by INTERCOURIER for the purpose of Transportation under these terms and conditions.

Transport - means and includes all operations and material acts performed by INTERCOURIER leading to the transfer of Goods from one place to another, within the scope of the contract governed by these general conditions, including in particular the operations of collection / reception, handling, loading and unloading, distribution and delivery of the Goods.

Customer - means and includes the sender or sender, the recipient of the Goods, the bill of lading, the recipient and owner of the Forbidden Article - means and includes all materials and Goods whose Transportation is prohibited by any legal or regulatory provisions of the country, from which the Goods are shipped, from the country where any Goods stop is made or from the country of destination of the Goods.

### **2. RIGHT OF INSPECTION, RECTIFICATION AND TRACKING**

Customer agrees that all shipments are subject to security screening which may include the use of X-ray or other equipment, and either INTERCOURIER or any public authority, including customs and / or port authorities, may at any time open and inspect the Goods.

INTERCOURIER reserves the right to rectify any difference in weight or volume found.

### **3. CUSTOMER DUTIES**

The Customer is responsible for providing INTERCOURIER with all data necessary for the carriage of the goods including: the correct weight / dimensions of the goods to be transported, the documentation required for the carriage in accordance with applicable law, and the correct completion of the bill of lading.

In the event of discrepancy between paper information and electronic information, electronic information shall prevail so that INTERCOURIER may process transport services. If there is a lack of information or any element necessary for the execution of the transport by the Customer, INTERCOURIER will contact the Customer and by default the goods will be retained the necessary days until the situation is clarified.

The Customer must pack the goods in sealed packaging, resistant and appropriate to the content and specific transport requirements of the goods, as well as any specific destination requirements. Otherwise, the goods will be transported at your own risk and INTERCOURIER will not be liable for any damages or damages incurred.

Customer will be liable for any damage caused to third party goods or INTERCOURIER material due to defects in the goods or insufficient packing by the shipper / customer.

The Customer is responsible for all expenses and damages resulting from the inaccuracy or insufficiency of the indications and data provided in the bill of lading and / or electronic shipping information concerning the goods and the consignee that they have provided. You shall reimburse INTERCOURIER for the payment of fines for inaccuracies or inaccuracies in the Customer's waybill or equivalent document as a result of supervision by the competent authorities.

In case the goods require customs formalities the Customer is responsible for presenting all the necessary documents in accordance with the applicable law, namely the invoices and other documents necessary for customs clearance and is also responsible for the payment of any charges incurred in the consignee in case non-compliance by the latter and any costs resulting from the customs authorities.

### **4. PROHIBITED ARTICLES AND DANGEROUS CONSIDERED GOODS**

INTERCOURIER transports dangerous goods in accordance with IATA rules, ADR regulations or any other national or international regulation upon prior examination of the goods to be transported and the feasibility of transport to their destination.

The Customer undertakes to inform INTERCOURIER of the non-visible specificities of the goods when they may have repercussions on their transit, as well as the classification class of the potentially dangerous content of the goods.

If Customer omits to INTERCOURIER the specifics of the shipment, Customer will be solely responsible for any damages / fines that any transportation may cause to INTERCOURIER or to third parties.

INTERCOURIER does not carry prohibited articles.

INTERCOURIER will not ship Valuable Items, unless agreed with specific conditions as well as a special insurance paid by the CLIENT.

### **5. LIMITATION OF LIABILITY**

Unless otherwise provided by INTERCOURIER, it is liable only for damages incurred as a result of the loss, damage or loss suffered by the goods during transportation or at INTERCOURIER's premises when such facts are proven to be attributable to them by intent or gross negligence, and with the limits provided for in Decree Law No. 2339/2003 as well as Decree Law No. 46235

Convention for the International Carriage of Goods by Road Agreement, done at Geneva on 18 May 1956 and the Warsaw Convention (Convention for the Unification of Certain Rules for International Carriage by Air), done at Warsaw on 12 October 1929, as amended by the Hague Protocol, signed at The Hague on 28 September 1955 and amended by Montreal Protocol No 4 of 1975, Dec. Law No 26706 of 6/20/36, Dec. Law No 45 069 of 12/6 / 63 and Decree 96/81 of 24 July)

INTERCOURIER will not be liable for any damages that do not present an appropriate causal link with its willful or seriously wrongful conduct.

INTERCOURIER will not be liable if the goods or parts thereof are lost, lost, damaged or delayed as a result of force majeure or acts or omissions by the Customer, the recipient or third party, namely: Insufficient or incorrect address, poor completion of the Transport tab, bad packing and packing; maintenance, loading, storage or unloading of the goods by the consignor / customer or consignee or persons acting on their behalf; insufficiency or imperfection of the marks or symbols of the packages, where applicable.

INTERCOURIER does not operate its normal services on Saturdays, Sundays and national and international holidays, so the Client / Shipper should take this into account when making dates immediately prior to holidays (national and local), shipments of Goods, especially In the case of depreciable Goods, since, as in the case of weekends, they will not be delivered on the day following the shipment, and the customer cannot assume any responsibility for INTERCOURIER. However, INTERCOURIER may, upon prior consultation of operational availability and budget, provide any services, defined in specific conditions.

#### **5.1 AIR TRANSPORT**

If the Carriage of Customer's Goods is wholly or partially carried by air and is ultimately destined for, or entails a stop in, a country other than the one of departure, then the 1929 Warsaw Convention (as amended by the Hague Protocol of 1955) or the Montreal Convention of 1999, which set as limits to INTERCOURIER's liability for loss or damage to the Goods, or delays in delivery, the value per kilogram of Goods in force at the time of carriage (currently around US \$ 20 per kilogram).

#### **5.2 ROAD TRANSPORT**

If Customer's Carriage of Goods is only by road within, or to a country that is part of the 1956 Convention for International Carriage of Goods Contracts ("CMR"), INTERCOURIER's liability for loss or Damage to the Goods is limited to the value per kilogram of shipment in effect at the time of transportation (currently about \$ 10 per kilogram).

### 5.3 INTERNATIONAL TRANSPORT

In the case of International Carriage of Goods, if none of the above conventions apply for any reason, including breach of contract, negligence or willful act or omission, INTERCOURIER's liability for loss or damage to the Goods or the affected party shall be limited. maximum 10 € per kilogram of Goods.

### 5.4 NATIONAL TRANSPORT

Unless otherwise required by law, in the case of contracts concluded between INTERCOURIER and the Customer relating to transport operations exclusively between two locations in Portuguese territory, and in the event of any damage or loss arising directly from failure to comply with the transport contract entered into between INTERCOURIER and the Customer, the liability of INTERCOURIER, if any, will not be in any case (only in case of intent or gross negligence of INTERCOURIER), is subject to the maximum limit of € 10 per kilogram of Goods carried, or the assigned commercial value. by the Customer to the Goods upon delivery to INTERCOURIER, with a maximum value of 250,00 € per shipment.

### 5.5 DELAY

INTERCOURIER undertakes to make every effort to provide the service within the estimated / expected timeframe. In the event of any delay in the delivery of the Goods, or part thereof, and if the Customer duly demonstrates to INTERCOURIER that it has suffered actual damages, INTERCOURIER's liability shall be limited to reimbursement of the cost of transportation of the Goods, and / or the cost. part of the delivery which has been delayed.

INTERCOURIER, Lda. Will not be responsible for the delay in transportation, if the delay results from an act of God, force majeure, the nature or misconduct of the goods, the fault of the consignor or consignee.

### 5.6 DELIVERY

The consignee's signature on the delivery slip / waybill constitutes proof of delivery of the goods.

At the end of one year if the goods not delivered and stored at the premises of INTERCOURIER, Lda. Are not claimed or picked up by the shipper / customer, having paid for the storage, the Customer hereby accepts that their ownership passes to INTERCOURIER, Lda. it may give the most appropriate destination to them, retaining the right to be reimbursed for the expenses incurred for their storage.

## 6. CHARGES

The maximum amount allowed by INTERCOURIER for cash collections is € 1,000 (one thousand euros) and no limit to check collection. Failure to settle refunds, payable by the consignee, makes the delivery of the goods unfeasible and may be returned upon instructions from the sender or rescheduled for a second delivery.

When payment is made by check, INTERCOURIER is not responsible for any defects in the checks issued by the recipients, namely: veracity of the issuer and date of issue; errors in issuer identification; mandatory signatures on checks; erasures; subsequent cancellation by the issuer; lack of provision; issuing checks by entities other than the recipient.

INTERCOURIER In the event of loss or loss of a check, it is solely responsible for requesting the customer to cancel the check in question and to issue a new check in the same amount assuming any costs of the cancellation and issuing of a new check.

The Cash On Delivery (COD) Delivery Service is provided to the Consignor based on the assumption and mutual understanding that INTERCOURIER acts solely as Agent of the Consignor in the collection of cash or check and is not empowered to complete on behalf of the Consignee. agreement with the Recipient.

## 7. PAYMENT AND BILLING CONDITIONS

The weight to be invoiced will be the one mentioned in the verified electronic scales, which are located in INTERCOURIER facilities and reserves the right to invoice the volumetric weight (weight / volume ratio) where applicable.

If there is any additional charge (namely customs duties) on behalf of the Customer or Recipient, they will be passed on to the price to be paid by the Customer and, when due by the Recipient, subsidiarily in the collection of amounts.

Any delay in the payment of invoices or services will imply the immediate payment of the amounts due, plus interest for late payment at the applicable legal rate, without prejudice to any compensation for damages or additional charges incurred by INTERCOURIER due to such delay.

Any claim on invoices issued by INTERCOURIER must be made within 30 days of the date of issue, otherwise it will not be accepted.

Payment terms are immediate payment, unless agreed between INTERCOURIER and the Customer.

INTERCOURIER has the right of retention, according to the terms of art. 755, paragraph 1, al. a), of the Civil Code, on goods transported as security for payment of overdue credits held by the Customer in relation to previously provided transportation services.

## 8. COMPLAINTS

I. In the event of apparent defect in the goods or packaging defects, the consignee shall, at the time of acceptance of the goods, make accurate and complete reservations in the Customer's waybill or document;

II. In case of non-apparent addition, the consignee shall have eight days from the date of acceptance of the goods to make duly substantiated written reservations and notify INTERCOURIER;

III. If the consignee receives the goods without checking their condition and without making any reservations, the goods shall be presumed to be in good condition;

IV. The claim must be substantiated and accompanied by evidence of damage or loss (waybill, copy of supplier invoice)

In case of breach by the Customer or Recipient of the provisions of the preceding paragraphs, INTERCOURIER Lda. Cannot be held responsible in any way.

The right to claim compensation for any damages arising from INTERCOURIER's liability shall expire within six months from the date of delivery of the goods to the Consignee or its return to the Customer / shipper.

## 9. APPLICABLE LAW AND COMPETENT COURT

These general conditions as well as any contract incorporating them shall be governed by portuguese law, except when the contract between INTERCOURIER and the Customer expressly revokes this Clause.

Any and all disputes that may arise from this transport contract are the exclusive competence of the District Courts of the area of the headquarters of INTERCOURIER, Lda.