

GENERAL CONDITIONS OF SERVICES

1. GENERAL PROVISIONS.

1.1. The goods shall always be dispatched at the expense of the sender and/or consignee, as appropriate in each case, and the insurance will only be recovered in accordance with the instructions received from them in writing.

1.2. If the consignee does not take charge of all or part of the goods on arrival, and in the absence of instructions from the Shipper within 2 hours from the time they are requested, they shall be deposited at the risk and expense of whoever is entitled to them, subject to the provisions of the Law and, where appropriate, in accordance with the trade usage observed at the place of delivery.

2. DESCRIPTION OF THE GOODS AND PACKAGING

2.1. Loading orders for dangerous goods must be pre-notified by the shipper 24 hours before the deadlines required for conventional goods. All shipments of dangerous goods must comply with the ADR/IMDG regulations and, where appropriate, complementary regulations in force, both in packaging, documentation, markings, waybills, and any other requirements necessary for the transport of such goods, exonerating LINEA DIAGONAL INTERNACIONAL, S.L.U. especially from any liability arising from non-compliance to third parties.

In case of omission or insufficient information, the shipper will be liable for the damage caused by the goods, LINEA DIAGONAL INTERNACIONAL, S.L.U. being entitled to reimburse the costs caused for this reason and being exempt from any liability if the goods had to be unloaded, destroyed, neutralised, or rendered harmless, as required by the circumstances and without compensation, in favour of the shipper.

3. LIABILITY

3.1. LINEA DIAGONAL INTERNACIONAL, S.L.U. will not be liable for compliance with instructions given after the issuance of the transport documents, nor for any contingency arising from such subsequent instructions.

4. LIMITATION OF LIABILITY.

4.1. The liability of LINEA DIAGONAL INTERNACIONAL, S.L.U. with respect to loss or damage of the goods is limited to a maximum of the amounts established in the current regulations:

4.1.1. In national transport, the limitation provided for in Article 57 of Law 15/2009, of one third of the IPREM per kilogram of gross weight of damaged, lost, or damaged goods shall apply.

4.1.2. In international transport, the limitation foreseen in the CMR convention will apply, the corresponding amount (€) per kilogram of gross weight of missing goods (good damaged, lost, or broken).

4.1.3. LINEA DIAGONAL INTERNACIONAL, S.L.U is not responsible for the delay and/or non-delivery of the goods in the agreed terms, when these circumstances are attributable to subcontractors, as well as in the case of theft, force majeure, and in general when the subcontractors incur in illicit, illegal, criminal or any other kind of actions. To this end, it will be the express responsibility of the subcontracted company, exonerating LINEA DIAGONAL, S.L.U. from any liability.

5. INSURANCE

It is hereby stated that the contracting party of the service may take out a supplementary insurance contract covering the value of the goods transported upon declaration of their value and payment of the corresponding premium.

6. JURISDICTION

The sender and/or consignee are submit to the jurisdiction and competence of the Courts of Vilafranca del Penedès (Barcelona), renouncing any other jurisdiction.

All disputes of any kind between LINEA DIAGONAL INTERNACIONAL, S.L.U, its actual carriers and/or its customers, shall be brought exclusively before the competent courts of Vilafranca del Penedès (Barcelona).