



GENERAL TERMS OF SERVICE

1. GENERAL PROVISIONS

- 1.1. Goods will always be shipped on behalf of the sender and/or recipient, as applicable in each case, and insurance will only provide coverage according to the written instructions received from them.
- 1.2. If the recipient does not take charge upon arrival of all or part of the goods, and in the absence of instructions from the Shipper within 2 hours from when they are requested, the goods will be stored at the expense and risk of whoever has rights over them, subject to the provisions of the Law and, where applicable, according to the commercial practices observed at the place of delivery.

2. DESCRIPTION OF GOODS AND PACKAGING

- 2.1. Orders for loading dangerous goods must be notified by the shipper 24 hours prior to the deadlines required for conventional goods. Any shipment of dangerous goods must comply with ADR/IMDG regulations and, where applicable, supplementary regulations in force, including packaging, documentation, markings, waybills, and any other requirement necessary for the transport of such goods, releasing LINEA DIAGONAL INTERNACIONAL, S.L.U. from any liability arising from non-compliance before third parties.

In case of omission or insufficient information, the shipper shall be liable for damages caused by the goods, with LINEA DIAGONAL INTERNACIONAL, S.L.U. entitled to recover expenses incurred for that reason and being exempt from any liability if the goods must be unloaded, destroyed, neutralized, or rendered harmless as required by the circumstances, without compensation to the shipper.

3. LIABILITY

- 3.1. LINEA DIAGONAL INTERNACIONAL, S.L.U. will not be responsible for complying with instructions issued after the transport documents are issued, nor for any contingency derived from such subsequent instructions.



4. LIMITATION OF LIABILITY

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

4.1.1. For national transport, the limitation provided in Article 57 of Law 15/2009, of November 11, on the land transport contract of goods, shall apply: one-third of the IPREM per kilogram of gross weight of damaged, lost, or spoiled goods.

4.1.2. For international transport, the limitation established in the CMR Convention shall apply, corresponding (€) per kilogram of gross weight of missing (damaged, lost, or spoiled) goods.

4.1.3. LINEA DIAGONAL INTERNACIONAL, S.L.U. is not liable for delays and/or failure to deliver goods within agreed terms when such circumstances are attributable to subcontractors, including cases of theft, force majeure, or when subcontractors engage in unlawful, illegal, criminal, or any other type of actions. In such cases, the subcontracted company bears exclusive responsibility, releasing LINEA DIAGONAL INTERNACIONAL, S.L.U. from any liability.

5. INSURANCE

The service contractor may take out supplementary insurance covering the value of transported goods upon declaration of their value and payment of the applicable premium.

6. JURISDICTION

The sender and/or recipient submit to the jurisdiction and competence of the Courts of Vilafranca del Penedès (Barcelona), waiving any other jurisdiction if applicable. All disputes of any kind between LINEA DIAGONAL INTERNACIONAL, S.L.U., its actual carriers, and/or its clients shall be submitted exclusively to the competent courts of Vilafranca del Penedès (Barcelona).