

**GENERAL CONDITIONS**  
**CONSULMAR BISSAU SARL – GOODS TRANSPORT CONTRACT**

**Article 1. Definitions**

For the purposes of these “General Conditions”, the following shall mean:

- a) Client/Contracting Party: any person with rights or obligations relating to the goods under a contract for the provision of transport services concluded with Consulmar Bissau SARL as carrier, or as a result of the latter’s activity in relation to such services.
- b) Goods: any property, including live animals, as well as packages, big bags, containers, pallets or transport or packaging equipment not supplied by the carrier.
- c) Dangerous goods: goods officially classified as such, as well as goods that are or may become or assume a dangerous, flammable, radioactive, toxic or harmful nature.
- d) Writing: any visually expressed and permanent means of representing or reproducing words, namely letters, fax, e-mail or any other record by electronic means.
- e) Carrier’s services: services of any kind relating to the transport, consolidation, deconsolidation, storage, handling, packing, logistics and/or distribution of goods, as well as ancillary and advisory services related to the dispatch of goods, including the contracting of insurance and the collection of reimbursements.
- f) Carrier: a person who carries the goods by his own means of transport (performing carrier) or any person subject to carrier’s liability for having assumed such responsibility expressly or tacitly (contracting carrier).

**Article 2. Scope**

Any provision of services by the carrier, taking place within the activity and regime defined in the legal framework relating to the maritime transport of goods, shall be governed, unless otherwise agreed, by these general contractual clauses.

**Article 3. Applicability**

The carrier shall provide its services in accordance with the client’s instructions, as agreed. In the absence of a written stipulation of different contractual conditions, the client—whether acting as owner of the goods or otherwise, or as an agent or representative of another—assumes towards the carrier the rights and obligations set out in these general conditions.

**Article 4. Price quotation**

- 1. Unless expressly stipulated otherwise, the prices proposed by the carrier do not include duties, fees, taxes or charges levied by Tax, Customs or other official authorities, and apply only to cargo

whose nature, weight and dimensions are considered normal for transport, in accordance with the applicable regulations in force.

- 2. The prices referred to in the preceding paragraph do not include stoppage, storage, repair or other ancillary expenses or charges, unless they are expressly included in the terms of the quotation and have not been timely and formally excluded by the client.

**Article 5. Price changes**

The established prices may be changed when circumstances arise that modify the conditions on which the quotations were based, namely:

- a) Inaccuracy or subsequent change in the client’s indications regarding the content, weights, volumes and values of the goods covered by the service, or regarding the conditions of purchase and sale;
- b) Routing by a mode of transport different from that proposed by the carrier or traffic interruptions on the planned routes, imposing the use of more onerous means or routes;
- c) Delays in the performance of services resulting from natural, political or any other phenomena not attributable to the carrier;
- d) Amendment of regulations, conventions, rates, schedules or tariffs.

**Article 6. Revision of prices and conditions**

Unforeseen expenses that the carrier must incur due to force majeure or fortuitous event, in fulfilling and exercising its duties, as well as to ensure the conservation or preservation of the goods covered by the contract, legitimise and make enforceable the corresponding and adequate revision of the stipulated conditions.

**Article 7. Validity of quotations**

For the application and performance of the contractual clauses, quotations shall be valid for the period indicated by the carrier; in the absence of such indication, they shall expire fifteen days after the date of presentation to the client.

**Article 8. Written instructions**

- 1. The client is obliged to set out, in writing and in a clear, precise and complete manner, the instructions and specifications of the goods relating to the subject-matter of each contract.
- 2. Upon receipt of the instructions, the carrier shall analyse them in order to verify their conformity with the services it has undertaken to provide.

**Article 9. Checking the instructions**

Upon receipt of the documents issued by the carrier, the client must examine them carefully and immediately indicate any errors or

discrepancies, so that the carrier can make the necessary corrections in time.

#### **Article 10. Inadequate or insufficient instructions**

1. If there are errors, inaccuracies, insufficiencies or lack of indications necessary for the proper execution of the contract in the client's documents or statements, namely regarding the nature, value, weight, measure or content of the goods covered by the contract, the client shall be fully responsible for the consequences resulting from such anomalies.

2. If the carrier becomes aware of any anomalies or irregularities referred to in the preceding paragraph that may give rise to liabilities and/or losses for either contracting party or for third parties, it shall immediately inform the client so that such anomalies or irregularities may be remedied in due time.

3. If the anomalies or irregularities referred to above are not remedied in time to allow the carrier to perform the services within its remit, the carrier shall be entitled to rescind the contract, or to perform it in accordance with the tenor of the client's documents and statements, in which case all damages and liabilities directly or indirectly resulting from said anomalies or irregularities shall be borne by the client.

4. In the case of goods subject to a contract of purchase and sale, any non-compliance of the client's instructions with the conditions inherent to such contract shall be the client's responsibility.

#### **Article 11. Insufficient or inappropriate packaging**

1. Losses resulting from insufficient or inappropriate packaging are the client's responsibility.

2. Whenever, during the performance of the service, the packaging is found to be damaged, the carrier may make the necessary repairs at the client's expense, giving prior notice, unless the urgency of the repair does not allow it.

3. Such urgency shall be duly justified.

#### **Article 12. Dangerous goods**

1. Unless expressly accepted in writing, on a case-by-case basis, the carrier shall not handle or have transported dangerous goods, or any others that may cause harm to third parties.

2. If a client delivers goods of this nature without the express acceptance of the carrier, the client shall be responsible for all losses or damages caused to the carrier and/or to third parties and shall indemnify all damages, expenses, fines or claims arising from such goods, which may be destroyed or disposed of under the control of the competent authority when deemed appropriate.

#### **Article 13. Special delivery conditions**

The carrier is only obliged to comply with special conditions for delivery of goods and/or the collection of amounts if, having received express written instructions from the client to that effect, it accepts them.

#### **Article 14. Instructions regarding handling of goods**

1. The carrier may carry out other operations also on behalf of the contracting party, namely the collection or storage of the goods, whether in compliance with instructions received from that party, during the period in which it awaits instructions, or as a consequence of interruptions or postponements of transport; in any case, the contracting party shall be informed immediately.

2. In the absence of special instructions from the contracting party, the carrier shall use the routes and means it deems appropriate or possible for routing the goods entrusted to it.

#### **Article 15. Other obligations of the carrier**

The carrier is only obliged to pursue procedures or formalities with the competent authorities that are expressly requested by the client; in any case the carrier shall not be liable for losses resulting from refusals or delays by those authorities or from insufficiencies in the information provided by the client for that purpose.

#### **Article 16. Groupage of goods**

Unless expressly indicated otherwise, the carrier may transport the goods under a groupage system, even together with goods from different clients, and may use the routes and means that best suit the interests of the cargo and of the client.

#### **Article 17. Insurance of the goods**

It is not for the carrier to enter into any insurance contract intended to cover the risk of possible losses suffered by the goods during the transport whose organisation and management has been contractually entrusted to it, unless it is expressly, timely and duly mandated to do so, namely as to the nature of risks and values to be insured.

#### **Article 18. Refusal or failure to receive**

If, for any reason, the consignee refuses to receive the goods covered by the service or has ceased activity, the goods shall remain at the account and responsibility of the contracting party or of whoever has replaced it before the carrier, who shall continue to be liable to the carrier for all service charges and for the possible return of the goods.

#### **Article 19. Payment of invoices**

Payment of the invoice issued by the carrier is due prior to the transport service, unless expressly agreed otherwise in writing.

#### **Article 20. Complaints against the invoice**

Without prejudice to the obligation to pay as indicated above, the client is entitled to submit complaints against the carrier's invoices or debit notes, provided they are duly substantiated and submitted within 15 days from the date of the respective collection.

#### **Article 21. Limitation of liability**

1. The carrier is liable to its client for the non-fulfilment of its obligations, as well as for the obligations assumed by third parties with whom it has contracted.
2. The carrier's liability arising from concluded contracts is limited to the amounts established by law or convention, unless the parties agree on a different limit.
3. In any case, the carrier's liability shall not exceed the actual value of the loss or the value of the goods, if lower.

#### **Article 22. Failure to collect or remove the goods**

1. Without prejudice to the right to an appropriate storage fee or to fair compensation for the losses caused, failure to collect or remove, in due time, the goods entrusted to the carrier constitutes grounds for termination of the contract.
2. For the purposes of the preceding paragraph, the carrier shall notify the party interested in the goods, informing it of all conditions and of the deadline for collection.

#### **Article 23. Right of retention (lien)**

Unless expressly stipulated otherwise, the carrier may exercise a lien over goods entrusted to it under the respective contracts, for the credits arising therefrom.

#### **Article 24. Limitation period for the right to compensation**

The right to compensation arising from the liability of the carrier is time-barred ten months from the date of completion of the contracted service.

#### **Article 25. Competent jurisdiction**

In the event of recourse to the courts, the chosen forum shall be that of the carrier's registered office, with an express waiver of any other.