General Terms and Conditions for Freight Forwarding Services

1. Definitions

In these General Terms and Conditions ("GTC"), the following terms have the meanings given below:
"**Client**" means any person or entity that instructs GSM to perform freight forwarding services, whether on its own behalf or on behalf of a third party.
"**Goods**" means the cargo, freight, or other property entrusted to GSM for the purposes of the services described in the Offer.
"**GSM**" means Gestión de Servicios Marítimos, Aéreos y Terrestres S.A., with registered offices at Av. Drassanes 6-8, 7th floor, 08001 Barcelona, Spain, and any authorised affiliated company or subsidiary acting on its behalf.
"**Offer**" means the commercial offer, quotation, or booking confirmation issued by GSM to the Client setting out the scope and rates for the relevant services.
"**Performing Carrier**" means any ocean carrier, air carrier, road carrier, rail carrier, or other transport operator engaged by GSM to carry the Goods on any leg of the transport, whether in its own name or as sub-contractor.
"**Services**" means the freight forwarding, customs clearance, warehousing, and any ancillary logistics services provided by GSM as described in the Offer.

2. Premises

2.1. These GTC apply whenever the Client instructs GSM to perform the Services described in the Offer. GSM acts as freight forwarder (transitario) on behalf of the Client in accordance with applicable law and Article 275 of the Spanish Commercial Code.

2.2. These GTC are incorporated into the contract between the Client and GSM upon the occurrence of any of the following, whichever is earliest: (a) the Client's written acceptance of an Offer that expressly references these GTC; (b) the Client's written confirmation of a booking in which GSM has referenced these GTC; (c) GSM's issue of any booking confirmation, cargo receipt, or invoice referencing these GTC where the Client does not object in writing within twenty-four (24) hours of receipt; or (d) the Client having previously contracted with GSM on the basis of these GTC such that their application is established by prior course of dealing. These GTC are available upon request and at www.gsmsa.es. The Client acknowledges that it has had the opportunity to request and understand these GTC prior to contracting with GSM.

2.3. GSM acts as freight forwarder and not as carrier unless it expressly assumes the position of contracting carrier in a specific transport document issued in writing. When acting as freight forwarder, GSM contracts transport in its own name for the account and interest of the Client and benefits from all rights, defences, and limitations of liability applicable to the carrier under the applicable rules for each transport leg, as set out in Clause 10.

2.4. Where GSM issues its own House Bill of Lading (HBL), House Sea Waybill (HSWB), or House Air Waybill (HAWB), the terms and conditions of that transport document govern the relevant carriage and prevail over these GTC to the extent of any conflict. These GTC apply to any ancillary services falling outside the scope of that transport document, including warehousing, customs clearance, and logistics services. For the avoidance of doubt, booking confirmations, cargo receipts, delivery orders, and invoices do not constitute transport documents.

2.5. These GTC shall prevail over any general or standard terms of the Client. No modification of these GTC is effective unless agreed in writing by an authorised representative of GSM.

2.6. These GTC also apply to services performed by any subsidiary or affiliated entity of GSM. References to "GSM" include such affiliated entities where applicable, each of which contracts in its own name and is bound by these GTC as if it were the original contracting entity.

3. Performance of the Services

3.1. The Client entrusts GSM with arranging one or more of the following services as described in the Offer: ocean freight forwarding (including as NVOCC where applicable under a separate transport document); air freight forwarding; road freight forwarding; rail freight forwarding; customs clearance and brokerage; warehousing and storage; ISO tank container management; and any ancillary logistics services.

3.2. GSM is hereby expressly authorised by the Client to appoint ocean carriers, air carriers, road carriers, rail carriers, customs agents, ground handlers, terminal operators, warehouse operators, tank cleaning depots, inspection companies, and any other sub-contractors or service providers necessary for the performance of the Services. The Client acknowledges that actual carriage will be performed by Performing Carriers selected by GSM in the exercise of reasonable professional skill and judgement.

3.3. Where GSM operates ISO tank containers in connection with the Services, Clause 7 applies in addition. Where GSM is simultaneously acting as tank lessor under a separate tank lease agreement, that agreement governs tank condition, return obligations, and liabilities; these GTC govern the forwarding services component.

3.4. In the event of conflict between the Offer and these GTC, the Offer shall prevail to the extent of the specific conflict and for the specific shipment.

4. Client's Obligations and Warranties

4.1. The Client shall provide GSM with complete, accurate, and timely instructions and information necessary for GSM to perform the Services, including: full description and value of the Goods; gross weight and dimensions; number of packages or units; country of origin; required delivery date and place; and any special handling or storage requirements. Instructions shall be provided in sufficient time for GSM to perform the Services in accordance with the agreed schedule.

4.2. The Client warrants that: (a) it has full authority to contract with GSM on its own behalf and on behalf of any third party with an interest in the Goods; (b) it has obtained all necessary consents and authorisations from such third parties; and (c) it is entitled to give GSM instructions in respect of the Goods.

4.3. GSM shall not be obliged to verify the accuracy or completeness of information, documents, or instructions provided by the Client. The Client shall bear sole responsibility for all consequences arising from incomplete, inaccurate, late, or misleading instructions or documentation, including costs, fines, penalties, additional taxes, duties, detention, and storage charges.

4.4. The Client warrants that the Goods comply with all applicable laws and regulations in the countries of origin, transit, and destination, including those governing packaging, labelling, marking, documentation, and import and export controls.

4.5. The Client shall indemnify and keep GSM, its affiliated entities, employees, officers, agents, and sub-contractors harmless against any and all liabilities, losses, damages, costs, and expenses (including reasonable legal costs and any fines or penalties imposed by any authority) arising from: (a) any breach by the Client of its obligations or warranties under this Clause 4; (b) the inaccuracy or incompleteness of any information or documents provided by the Client; or (c) any claim by a third party arising from the Client's instructions to GSM.

5. Dangerous Goods

5.1. The Client shall not tender for carriage any goods classified as dangerous, hazardous, or regulated under applicable regulations, including the IMDG Code, IATA Dangerous Goods Regulations (IATA DGR), ADR, RID, or any applicable national legislation, without: (a) providing GSM with prior written notice of the nature, classification, UN number, packing group, and any special handling requirements of the goods; and (b) obtaining GSM's prior written acceptance of such goods for carriage.

5.2. Where the Client tenders dangerous goods, it warrants that prior to confirmation of the booking: (a) the goods have been correctly identified, classified, packaged, marked, labelled, placarded, and documented in full compliance with all applicable regulations; (b) all required transport emergency documents, safety data sheets, approvals, permits, and certificates have been obtained and are available; (c) a complete and accurate dangerous goods declaration in the format required by the applicable mode has been provided to GSM; and (d) where the goods are loaded into an ISO tank container, the product is compatible with the tank construction, prior cargo, and applicable dangerous goods tank codes.

5.3. Where dangerous goods are tendered without proper prior disclosure, or where goods present or develop a risk at any point during handling or carriage, GSM may, without liability to the Client, isolate the goods, seek urgent instructions from the Client, and if the Client fails to respond within a reasonable time or if the risk is imminent, take any action it considers reasonably necessary to eliminate the risk, including unpacking, returning, rendering harmless, or destroying the goods. All costs arising from any such action shall be borne exclusively by the Client.

5.4. GSM reserves the right to refuse or suspend handling of dangerous goods at any point prior to or during performance of the Services where the Client has not complied with Clause 5.1 or 5.2, or where the Performing Carrier exercises its right to refuse such cargo. Such refusal or suspension shall not constitute a breach of contract and GSM shall be entitled to all freight, charges, and costs incurred up to that point.

5.5. The Client shall indemnify GSM, its affiliated entities, sub-contractors, servants, and agents in full against any and all losses, liabilities, damages, costs, fines, penalties, clean-up costs, and third-party claims, including claims by carriers, terminal operators, port authorities, and regulatory bodies, arising from: (a) the Client's failure to comply with Clause 5.1 or 5.2; (b) any inaccuracy in the Client's dangerous goods declaration; or (c) the nature of the goods, whether or not disclosed. For ISO tank shipments involving dangerous goods, the obligations of Clause 7 apply additionally and cumulatively with those of this Clause 5.

6. Customs Clearance Services

6.1. Where customs clearance services are requested, the Client shall provide GSM with all documents, powers of attorney, and authorisations, duly completed and signed, enabling GSM or its appointed customs agent to act in the name and on behalf of the Client before the relevant customs authorities.

6.2. The Client shall provide, in sufficient time, all commercial documents including commercial invoice, packing list, certificates of origin, import and export licences, and any other certificates required by applicable customs law, together with a full and accurate customs value declaration and the correct tariff classification for all goods. The Client warrants the accuracy of all such information.

6.3. Import duties, taxes, VAT, excise duties, and any other fiscal charges shall be paid by the Client in advance. Only in exceptional cases expressly agreed in writing may GSM advance such amounts, in which case the Client shall reimburse GSM within seven (7) calendar days of GSM's demand, failing which statutory late payment interest shall accrue.

6.4. GSM shall not be liable for any costs, penalties, seizures, delays, or additional charges arising from incorrect or incomplete instructions, inaccurate documentation provided by the Client, the Client's failure to obtain required licences or permits in due time, or decisions of customs or port authorities beyond GSM's control.

7. ISO Tank Container Shipments

7.1. This Clause applies to all shipments where an ISO tank container, whether owned, leased, managed, or operated by GSM or any affiliated entity, is used in connection with the Services.

7.2. The Client warrants that the product to be loaded is compatible with the tank's construction materials, prior contents, internal coating, seals, and gaskets. Before loading, the Client shall provide GSM with: (a) full commercial product name, chemical name, CAS number, UN number, IMO class, and packing group; (b) product specific gravity, viscosity at loading and discharge temperatures, vapour pressure, and flashpoint; (c) heating requirements, if any, including temperature range and maximum temperature; (d) any residue incompatibility, prior cargo restrictions, or cross-contamination sensitivity; and (e) any special discharge requirements or pressure specifications. GSM relies entirely on the Client's declarations for product compatibility assessment.

7.3. GSM shall not be liable for contamination, degradation, change in product specification, or loss of product arising from: (a) incompatibility between the product and the tank where such incompatibility was not disclosed by the Client prior to loading; (b) the inherent nature or properties of the product, including reactions during transport; (c) loading or discharge operations performed by the Client, its agents, or nominated parties; or (d) product residues from a prior cargo declared and accepted by the Client.

7.4. The Client shall ensure that the Goods are loaded at a temperature and in a condition suitable for safe carriage; that the tank is filled only to the extent permitted by applicable regulations, the tank's approved T-code, and its maximum gross weight rating; and that any heating requirements are communicated in writing to GSM and all sub-contractors before loading.

7.5. Upon discharge, the Client shall procure the return of the ISO tank clean, empty, and free of residues, odours, and contamination, to at least potable water standard unless a higher standard has been specified, with all valves, fittings, seals, and gaskets intact and undamaged, and within the free time specified in the applicable tariff. Cleaning costs beyond standard post-discharge cleaning arising from the nature of the Client's product constitute Freight for lien purposes under Clause 8.6.

7.6. The Client shall be responsible for any damage to the ISO tank caused during loading, discharge, or while in the Client's custody or control. Repair costs shall be assessed by an independent inspector and shall be payable by the Client within fourteen (14) calendar days of invoice.

7.7. The Client shall indemnify GSM and any tank owner or lessor against any and all claims, losses, cleaning costs, repair costs, loss of use, and third-party liabilities arising from product contamination, tank damage, or any other breach of the Client's obligations under this Clause 7, except where such loss is caused solely by GSM's own gross negligence or wilful misconduct.

8. Fees, Expenses, and Payment

8.1. The fees payable by the Client are set out in the Offer. All prices are calculated on the basis of information provided by the Client at the time of quotation, including the nature, weight, volume, and routing of the Goods, and are based on the currency rates, carrier tariffs, fuel costs, and applicable laws and regulations prevailing at the date of the Offer.

8.2. The following costs are additional to the freight rate and shall be invoiced to the Client as and when they arise, whether or not specified in the Offer: (a) carrier surcharges, including but not limited to fuel adjustment factors, peak season surcharges, emergency bunker surcharges, and war risk surcharges; (b) port congestion surcharges, terminal handling charges, and infrastructure surcharges; (c) storage, demurrage and detention charges accruing on containers or ISO tanks beyond free time; (d) IATA volumetric weight adjustments for air shipments; (e) currency adjustment charges arising after the date of quotation; (f) tank cleaning, inspection, repair, or repositioning costs arising from the Client's cargo or instructions; and (g) any other third-party charges imposed after the date of quotation as a result of regulatory changes, carrier tariff amendments, or events beyond GSM's control. GSM shall notify the Client of material surcharges as soon as reasonably practicable.

8.3. Should any element of the quotation be modified after the Offer date, including carrier rates, fuel costs, currency rates, or applicable regulatory requirements, GSM reserves the right to adjust prices accordingly with notification to the Client.

8.4. Unless otherwise stated in the Offer, payment is due within thirty (30) calendar days of the date of GSM's invoice. Duties, taxes, and third-party disbursements advanced by GSM are due within seven (7) calendar days of GSM's invoice. All amounts are due net and without deduction, set-off, or counterclaim. In the event of late payment, interest shall accrue on any overdue amount at the rate established by Law 3/2004 of 29 December on late payment in commercial transactions, from the due date until the date of actual payment, without prior notice or formal demand being required. GSM reserves the right to suspend performance of any ongoing Services upon a Client's failure to pay any undisputed sum when due.

8.5. Freight and charges are earned and non-returnable upon GSM's acceptance of the relevant instruction and commencement of performance, including upon GSM's booking of space with a Performing Carrier. Freight shall be payable in full and shall not be subject to any reduction or set-off in the event of loss of, damage to, or delay of the Goods, non-delivery, force majeure, or exercise of GSM's right of lien.

8.6. GSM shall have a general lien and right of retention over the Goods and any documents relating thereto in its possession or control, including goods held by sub-contractors on GSM's instructions, in respect of all freight, charges, costs, demurrage, detention, cleaning, and any other sums due and owing under this or any other contract between GSM and the Client or any affiliated company of the Client. The lien shall survive delivery to the extent outstanding amounts remain unpaid. GSM may, after giving seven (7) calendar days' written notice to the Client, enforce the lien by selling the Goods at public auction or private sale and applying the net proceeds in satisfaction of all amounts due, remitting any surplus to the Client. Tank cleaning and repair costs constitute Freight for all lien purposes.

8.7. GSM reserves the right to assign its receivables to third parties in accordance with Article 347 of the Spanish Commercial Code, without the Client's prior consent.

9. Warehousing and Storage

9.1. Where GSM provides warehousing or storage services, whether at its own premises or those of a third-party operator, such services shall be subject to these GTC and the same terms shall apply as between GSM and the Client where storage is sub-contracted.

9.2. GSM shall exercise the standard of care of a reasonable professional warehouseman. GSM shall not be required to implement special security, temperature control, or supervisory measures beyond those ordinarily applicable unless expressly agreed in writing and reflected in the Offer.

9.3. Any inspection, sampling, processing, or handling of the Goods during storage shall be agreed in advance. The Goods shall only be released upon written instructions from an authorised representative of the Client. If the Client fails to collect or provide dispatch instructions within thirty (30) calendar days of GSM's written request, GSM may treat the Goods as abandoned and exercise its lien under Clause 8.6.

10. Liability

10.1. GSM shall perform the Services with the professional skill and care of a competent freight forwarder.

10.2. Where GSM arranges carriage by a Performing Carrier or other sub-contractor, GSM shall not be liable for loss, damage, or delay caused by the acts, omissions, or default of that party, save where GSM has been grossly negligent in the selection of such party.

10.3. Where GSM is found liable, its liability shall in all cases be determined by reference to the applicable mandatory convention or law governing the relevant transport leg, as set out in Clause 10.4, and shall in no event exceed those limits. For services and legs not subject to any mandatory convention or statutory minimum, GSM's liability shall not exceed the limits set out in Clause 10.5.

Without prejudice to the foregoing, GSM shall upon the Client's written request and its agreement, assign to the Client such rights of recovery as GSM may have against the Performing Carrier or sub-contractor responsible for the relevant loss or damage, to the extent that such assignment is not prohibited by applicable law or by the terms of the contract between GSM and that party. The Client shall conduct any such recovery in its own name and at its own cost. Any assistance provided by GSM in connection with such recovery shall not constitute an admission of GSM's own liability.

10.4. Where GSM bears liability as contracting carrier, the following compensation standards apply by mode:

(a) Ocean freight: the Hague-Visby Rules as compulsorily applicable. Liability cap: the higher of 666.67 SDR per package or unit, or 2 SDR per kilogram of gross weight of goods lost or damaged.

(b) Air freight: where the Montreal Convention 1999 (MC99) applies, the liability cap shall be 26 SDR per kilogram of gross weight of cargo lost, damaged, or delayed, as amended by ICAO with effect from 28 June 2025. Where the carriage is domestic and MC99 does not apply, liability shall be determined by the applicable national law of the State in which the carriage takes place, which may provide for a lower limit.

(c) International road transport: the CMR Convention 1956. Liability cap: 8.33 SDR per kilogram of gross weight.

(d) US trade: where the US Carriage of Goods by Sea Act 1936 (COGSA) applies compulsorily, its provisions govern throughout the period of GSM's responsibility and GSM's liability shall not exceed USD 500 per package or customary freight unit unless a higher value is declared in writing prior to shipment.

(e) Rail freight: the CIM Uniform Rules, as applicable.

10.5. For services and legs not covered by any applicable mandatory convention, and subject always to any mandatory statutory minimum, GSM's aggregate liability for any and all claims per shipment shall not exceed the lower of: (a) the freight charges invoiced and paid by the Client to GSM for the specific shipment giving rise to the claim; or (b) 2 SDR per kilogram of gross weight of goods lost or damaged. This cap applies to warehousing, customs clearance, logistics coordination, and any transport leg for which no mandatory convention applies.

10.6. GSM shall in no circumstances be liable for: (a) indirect, consequential, or special damages; (b) loss of profit, loss of revenue, loss of market, or loss of business opportunity; (c) loss arising from delay, except where expressly recoverable under an applicable mandatory convention; (d) loss caused by the Client's own acts, omissions, or breach of these GTC; or (e) loss arising from force majeure as defined in Clause 12.

10.7. The defences and limitations in this Clause 10 shall not apply where loss or damage has been caused by the wilful misconduct of GSM's own employed personnel. They apply in full to the acts and omissions of Performing Carriers and sub-contractors.

10.8. The defences and limitations in this Clause 10 apply to all claims against GSM, whether framed in contract, tort, or any other legal theory, and whether brought directly or by way of subrogation.

11. Claims

11.1. Any claim shall be addressed in writing by the Client directly to the Performing Carrier or sub-contractor considered responsible for any loss, damage, or delay. Where the claim is addressed to GSM, GSM will forward it to the relevant party without delay and will support the Client in all aspects related to the claim. Any action taken by GSM in supporting a claim on behalf of the Client shall not constitute an admission of GSM's own liability.

11.2. In the event of loss or damage to the Goods, a written complaint must be made to GSM as soon as possible after discovery and in any event: (a) for apparent loss or damage, at the time of delivery; (b) for non-apparent loss or damage, within three (3) consecutive days of delivery; and (c) for delay, within seven (7) days from the date on which the Goods were placed at the disposal of the person entitled to delivery.

11.3. Any action against GSM must be brought within one (1) year from: (a) the date of delivery of the Goods; (b) the date on which the Goods should have been delivered; or (c) the date on which the relevant event giving rise to the claim occurred. Upon expiry of this period, the matter shall be considered time barred, and GSM shall be fully discharged from all liability whatsoever in respect of the relevant claim.

12. Force Majeure

12.1. GSM shall not be liable for any failure or delay in performing the Services to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including: (a) acts of God, earthquake, flood, storm, fire, or other extreme natural events; (b) war, armed conflict, civil unrest, terrorism, piracy, or government-imposed embargoes; (c) strikes, lockouts, or labour disputes affecting GSM, its sub-contractors, carriers, or port and customs authorities; (d) regulatory actions by customs, port, or aviation authorities, including cargo holds, inspections, seizure, or quarantine where not caused by GSM's own breach; (e) abnormal and unforeseeable port congestion or canal closure not avoidable by alternative routing, routine congestion does not qualify; (f) epidemic, pandemic, or public health emergency declared by a competent authority; or (g) defects, inherent vice, or undisclosed hazardous characteristics of the Goods.

12.2. GSM shall notify the Client as soon as reasonably practicable upon becoming aware of a force majeure event and shall use reasonable endeavours to mitigate its effect and resume performance as soon as reasonably possible.

13. Insurance

13.1. GSM is not an insurer and shall not act as insurer or co-insurer in any capacity. Unless expressly instructed in writing by the Client, GSM shall not arrange cargo insurance on the Client's behalf. The Client shall procure and maintain all-risk cargo insurance covering the full commercial value of the Goods throughout the entire transport chain.

13.2. Where GSM arranges insurance on the Client's explicit written instruction, it does so as agent only, in the Client's name and for the Client's account. GSM shall not be liable for the insurer's refusal to pay, any exclusion or gap in the policy, or the Client's failure to satisfy any condition precedent to cover.

13.3. Where the Client arranges its own cargo insurance in respect of the Goods, the Client shall procure that the relevant policy contains an express waiver of the insurer's right of subrogation against GSM, its affiliated entities, employees, agents, and sub-contractors. Failure by the Client to obtain such waiver shall not affect GSM's rights and limitations under these GTC, but the Client shall indemnify GSM against any subrogation claim brought by the Client's insurer that would not have arisen had the waiver been obtained.

14. Sanctions

14.1. GSM shall not be obliged to perform any service or handle any Goods where doing so would violate any applicable sanctions, embargoes, or export control laws imposed, administered, or enforced by the European Union, the United Nations, Spain, the United States (including OFAC and BIS), the United Kingdom, or any other relevant authority.

14.2. The Client warrants at the time of each booking instruction and throughout performance that neither the Client, nor the shipper, consignee, notify party, cargo owner, end-user, nor ultimate beneficial owner of the Goods is a sanctioned party or owned or controlled by any sanctioned party; that the Goods are not destined for a country or territory subject to comprehensive sanctions; and that the Goods do not constitute controlled items requiring a licence that has not been obtained.

14.3. GSM may, without liability and with all freight and charges earned, refuse, suspend, or terminate performance of any service where it believes a sanctions risk may be involved, and may discharge, return, or store the Goods at the Client's risk and expense. GSM is not required to disclose the reason for such action where disclosure would itself violate applicable law. The Client shall indemnify GSM against any fines, penalties, losses, and legal costs arising from any breach of the Client's warranties under this Clause.

15. Data Protection

15.1. GSM shall process personal data provided by or on behalf of the Client solely for the purposes of performing the Services and managing the contractual relationship, in compliance with EU Regulation 2016/679 (GDPR) and Organic Law 3/2018 on Data

Protection and Digital Rights (LOPDGDD), and any applicable local data protection legislation.

15.2. Where the Client provides GSM with personal data of third parties, the Client warrants that it has a lawful basis for doing so and that GSM's processing is consistent with applicable data protection requirements. GSM's privacy notice is available at www.gsmsa.es.

16. Duration and Termination

16.1. These GTC shall govern each individual instruction accepted by GSM from the moment of acceptance. Where the parties operate under a continuing commercial relationship, these GTC shall remain in force indefinitely until either party revokes them by written notice of not less than thirty (30) calendar days addressed to the other. Any transactions in progress at the date on which such notice is given shall continue to be governed by these GTC until delivery of the relevant Goods and full discharge of all amounts and obligations arising therefrom. Where revocation is initiated by the Client, the Client shall remain liable for all obligations assumed under instructions accepted by GSM prior to the date of revocation, whether those obligations fall due before or after the effective date of revocation, and GSM shall be entitled to retain all freight, charges, and costs earned or incurred up to that date.

16.2. The Client may revoke an individual instruction only where GSM has not yet concluded any contract with a Performing Carrier or third-party service provider in connection with that instruction. Once any such contract has been concluded, revocation of the individual instruction is not permitted and the Client shall remain liable for all freight, charges, cancellation fees, and costs incurred or committed by GSM in connection therewith.

16.3. GSM may suspend or terminate performance of any service upon: (a) the Client's failure to pay any undisputed sum when due; (b) the Client's insolvency, appointment of a receiver or administrator, or the commencement of any analogous proceedings; or (c) any material breach by the Client of these GTC that is not remedied within seven (7) calendar days of written notice from GSM. In any such case, GSM shall be entitled to all freight, charges, and costs earned or incurred up to the date of suspension or termination.

17. Miscellaneous

17.1. Subcontracting. GSM may subcontract the whole or any part of the Services to third parties, including affiliated entities, without prior notice to the Client.

17.2. Assignment. The Client may not assign or transfer any right or obligation under this contract without GSM's prior written consent. GSM may assign its receivables in accordance with Article 347 of the Spanish Commercial Code and may transfer its rights and obligations to any entity within the GSM Group without the Client's consent.

17.3. Electronic Communications. The parties agree that email and other electronic communications constitute valid written communications for all purposes under these GTC. Electronic communications shall be deemed received: (a) if sent during normal business hours (09:00-18:00 CET), at the time of sending; (b) if sent outside those hours, at 09:00 CET on the next business day.

17.4. Waiver. No failure or delay by GSM in exercising any right or remedy shall constitute a waiver thereof. Any waiver shall be effective only if given in writing by an authorised signatory of GSM.

17.5. Severability. If any provision of these GTC is held invalid, unlawful, or unenforceable for any reason, that provision shall be severed and the remaining provisions shall continue in full force and effect. In particular, the severance of any limitation or exclusion of liability shall not affect the validity of any other provision. The parties shall co-operate in good faith to replace any severed provision with a valid provision achieving the same commercial purpose.

17.6. Entire Agreement. These GTC together with the applicable Offer constitute the entire agreement between the parties in relation to the Services and supersede all prior representations, negotiations, and agreements on the same subject matter.

17.7. Conflict Between Documents. In the event of conflict between these GTC, the Offer, and any transport document issued by GSM, the order of precedence shall be: (1) mandatory applicable convention or statute; (2) transport document terms (HBL, HSWB, or HAWB); (3) Offer; (4) these GTC.

18. Governing Law and Jurisdiction

18.1. These GTC and any contract to which they apply shall be governed by the laws of Spain, subject always to the mandatory application of any applicable international convention, including the Hague-Visby Rules (sea), the Montreal Convention 1999 (air), and the CMR Convention (international road). Where a mandatory convention applies, it prevails over these GTC and Spanish domestic law to the extent of any conflict.

18.2. Any dispute arising out of or in connection with these GTC shall be subject to the exclusive jurisdiction of the Courts of Barcelona, being the courts at GSM's principal place of business. GSM reserves the right to bring proceedings for the recovery of freight, charges, or other sums due, or for the enforcement of its lien, before any court of competent jurisdiction in the place where the Goods are located or in the Client's domicile.