
	GENERAL TERMS AND CONDITIONS OF CARRIAGE	
		01/05/2025
		Page 1 of 8

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FedEx Logistics Spain Transportation and Trade, S.L.

	GENERAL TERMS AND CONDITIONS OF CARRIAGE	
		01/05/2025
		Page 2 of 8

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1. SCOPE

1.1. The purpose of these General Terms and Conditions is to establish the methods used for completing the shipments entrusted to FedEx Logistics Spain Transportation and Trade, S.L., (hereinafter, “FedEx” or OPERATOR) by the “CLIENT”, as well as the terms agreed on an individual basis with each client. Any complaints regarding the services provided by FedEx shall be governed by the contents of this document.

1.2. Each section of these General Terms and Conditions shall be entirely independent from one another in such a way that, should any of them be declared null or void, this shall not affect the content of the remaining sections.

2. ACCEPTANCE BY THE CLIENT

2.1. All carriage services entrusted to FedEx shall be subject to compliance with these General Terms and Conditions for goods carriage and the client expressly agrees to comply herewith.


3. OBLIGATIONS OF FedEx

3.1. As a general rule, FedEx undertakes to organise the terms under which the service will be provided in terms of customs clearance, transportation, handling, haulage and storage of the goods; all the above with the due diligence applicable to the provision of said services.

3.2. This obligation of the OPERATOR to organise the provision of the contracted service is not a requirement when the CLIENT issues specific instructions regarding how the organisation should take place and the deadlines imposed thereon.

3.3. Unless express instructions are issued by the CLIENT, as stated in Section 3.2 above, FedEx may subcontract the services it must provide to third parties acting as operators, transport companies, customs representatives, etc.

3.4. When agreed upon by the parties, FedEx may issue a combined or multimodal transport document.

	GENERAL TERMS AND CONDITIONS OF CARRIAGE	
		01/05/2025
		Page 3 of 8

4. OBLIGATIONS OF THE CLIENT

4.1. The CLIENT, or the agents thereof, are required to guarantee the accurate and correct nature of the data contained in the goods declaration in terms of the characteristics, description, brand, quantity, weight and volume thereof.

4.2. In accordance with the individual terms agreed with each CLIENT, the CLIENT shall be required to pay the price of the services provided by FedEx in terms of the amount, deadlines and payment method.

4.3. The OPERATOR shall not be required to check that the information and documents provided by the CLIENT or the agents thereof are accurate and correct.


In the event that the CLIENT entrusts customs clearance of the goods to FedEx, the CLIENT or agents thereof shall be required to provide FedEx with all the documents necessary for compliance with said service; in particular, a copy of the powers of attorney and identification documents (DNI or passport) of the representative of the CLIENT vis-à-vis Customs.

4.4. In the case of shipments to the United States of America, the CLIENT shall be responsible for any costs and damages that may be incurred through non-compliance, as well as all the other obligations defined above.

FedEx shall not be liable for any consequences that may arise due to the inaccuracy of the data contained in the documents provided by the CLIENT, nor for the consequences resulting from failure to inform the North American Customs Authorities with the notice required due to the nature of the goods.

4.5. In the event that the service to be provided by FedEx relates to goods of an explosive or hazardous nature, the CLIENT or agent thereof shall be required to inform the OPERATOR of this situation, as well as the precautionary measures that should be adopted for the correct carriage, storage or handling thereof.

4.6. In principle and unless otherwise agreed, the CLIENT or agent thereof shall be responsible for packing the goods. In any case, FedEx may apply all those reservations deemed appropriate or necessary with regard to said packing.


	GENERAL TERMS AND CONDITIONS OF CARRIAGE	
		01/05/2025
		Page 4 of 8

5. LIABILITY REGIME

5.1. LIABILITY OF THE CLIENT

5.1.1. The CLIENT itself or the agents thereof shall be liable for all damages, costs, material and personal damage, loss, faults or penalties incurred by FedEx in the event of:

- a) Inaccurate instructions provided by the CLIENT to FedEx.
- b) Lack of instructions to FedEx, or inaccuracy thereof, regarding the formalities required at customs or other public authorities.
- c) Lack of the documents necessary for compliance with the formalities required at customs and, in particular, lack of the powers of attorney and identification documents (DNI, passport) that enable FedEx to check the identity of the representatives of the CLIENT vis-à-vis the customs authorities.
- d) Inaccuracy in the characteristics, description, brand, quantity, gross weight, volume and other data contained in the goods declaration.
- e) Defects present on the packaging or the goods themselves. This liability shall be limited in the event that the defects have been stated by the CLIENT at the time of contracting the service, provided that FedEx is made aware and has not applied the corresponding reservations.
- f) Suspensions or delays caused to provision of the services due to the loading and stowage or unloading and stevedoring of the goods.
- g) Inaccuracy regarding the nature of the goods.
- h) Inaccuracy or omission of any other instruction that the CLIENT should provide to FedEx.

	GENERAL TERMS AND CONDITIONS OF CARRIAGE	
		01/05/2025
		Page 5 of 8

5.2. LIABILITY OF FedEx

5.2.1. The liability of FedEx shall extend to the provision of transportation and not extend to that which corresponds to the shipping companies, airlines or road haulage companies, or any other operator involved in the carriage service.

5.2.2. The liability of the OPERATOR shall be subject to the provisions of the legislation governing each means of transport. Specifically, it shall be governed by the content of the following international regulations and agreements:

a) Maritime transport. In this case, liability shall be subject to the provisions of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, of 25 August 1924, amended by the Protocols of 1968 and 1979 (Hague-Visby Rules), and the United Nations Convention on Carriage of Goods by Sea, adopted on 31 March 1978 in Hamburg. Within Spain, liability shall be subject to Spanish Law 22, of December 1949, on the carriage of goods by sea subject to a bill of lading, and the Spanish Commerce Code of 1885.

b) Air transport. Liability shall be subject to the provisions of the Montreal Convention for the Unification of Certain Rules for International Carriage by Air, of 28 May 1999. Within Spain, liability shall be governed by Spanish Law 48/1960, of 21 July, on air navigation.

c) Road transport. A distinction must be made here between national and international territory.


National territory. Liability shall be subject to Spanish Law 15/2009, on the contracting of goods transportation by road, Spanish Law 16/1987, of 30 July, on the organisation of transportation by road (Spanish acronym: LOTT) and its developing regulations (Spanish acronym: ROTT), whichever may be in force at any given time, and other current regulations governing the transportation of hazardous goods.

International territory. Liability shall be subject to the Geneva Convention, on the International Carriage of Goods by Road (CMR), of 19 May 1956.

d) Multimodal transport. Each one of the means of transportation involved in the carriage service shall be governed by its corresponding international regulations or agreement in accordance with the sections above.

5.2.3. In the event of losses, fines, penalty clauses, currency fluctuations, increases made by the authorities in the settlement of taxes, or any other damages that may be incurred during transportation of the goods due to action or inaction by the CLIENT shall free FedEx from any liability over the consequences that may arise therefrom.

5.2.4. FedEx shall be free of liability vis-à-vis the CLIENT in the situations listed below:

	GENERAL TERMS AND CONDITIONS OF CARRIAGE	
		01/05/2025
		Page 6 of 8


- a) When the packaging, identification or marking and stowage of the goods is defective or absent, provided that the CLIENT or the agents thereof are responsible for completing these tasks themselves.
- b) When the data regarding the characteristics, nature, description, brand, volume, gross weight and other information contained in the goods declaration are inaccurate.
- c) When the goods present hidden defects that lead to a reduction in volume or weight.
- d) In the event of labour conflicts, such as a strike, that affect completion of the service provided by FedEx.
- e) When the damage is caused by *force majeure*, nuclear energy or natural disaster.
- f) When losses or damages occur to the goods, provided that the loss or deterioration thereof is not due to a lack of diligence and negligence by the OPERATOR while the goods are in the custody thereof.
- g) When the subcontracting of third parties for the provision of certain services, such as storage, transport, handling, etc., has been undertaken according to instructions from the CLIENT.
- h) When conflicts arise regarding the loading or unloading operations of the goods in the various means of transportation not involving FedEx.
- i) In situations of war, revolution, rebellion, seizure of power and other conflicts that may arise and affect the democratic and political system of a country.
- j) When the CLIENT or representative thereof acts in a culpable or negligent manner, or lacks sufficient powers for legal representation.
- k) When the CLIENT itself is responsible for transporting the goods.

5.2.5. FedEx may exercise its right of recourse against third parties liable for the losses or damages that may be incurred by the goods when transported.

5.2.6. FedEx shall be liable for the damages that may be incurred due to its own action or inaction, as well as those stemming from action or inaction by its employees and other personnel in its employ who may be involved in the carriage service during the exercise of their duties.

Those persons for whom FedEx may be liable may be subject to the exonerations or liability limitations contained in the applicable international agreements and regulations in the event that legal action is brought against them for extra-contractual liability.

5.2.7. FedEx shall be liable when it fails to follow the instructions provided by the CLIENT regarding the rules in effect for the customs clearance of the goods.

	GENERAL TERMS AND CONDITIONS OF CARRIAGE	
		01/05/2025
		Page 7 of 8

6. INSURANCE AND DECLARATIONS

6.1. Generally-speaking, FedEx shall not insure the goods against any damage that may be incurred during the various stages of the carriage service (storage, handling and transportation).

6.2. At any event, the CLIENT may request in writing from FedEx the contracting of damage insurance in its name to cover the guarantees requested by the CLIENT, with FedEx acting as the Holder.

6.3. The insurance coverage shall adapt to the possibilities of the market at any given time.

6.4. The carrier may declare the value of the goods on the bill of lading, following payment of a carriage supplement, replacing the stipulated compensation limit in the event that the declared value is greater.

7. PRICE

7.1. The price for transportation and other complementary services contracted by the client shall be set according to the FedEx rates in force at the time the contract is agreed, without prejudice to that which the parties may agree in the Particular Terms and Conditions.

7.2. In the event of a lack of rates, the contract shall be formulated using the standard or market rates of the place in which the contract is agreed.

7.3. Payment of the price and other additional costs shall be made in cash, unless the parties agree otherwise.


7.4. Any additional costs that may arise following the contract date shall be paid by the CLIENT, provided that the same do not stem from action or negligence by the OPERATOR.

7.5. It shall be understood that the CLIENT is in arrears following 30 days from the date on which the goods are made available at the destination.

8. REGIME OF RESERVES, OBJECTIONS AND COMPLAINTS

8.1. The CLIENT, recipient of the goods or legally authorised representative thereof is required to check the goods upon delivery.

8.2. In the event of discovering a defect in terms of the conditions, quantity, weight or number thereof, the recipient of the goods shall be required to immediately notify FedEx in writing and leave record thereof in the transport documentation delivered thereto with the goods.

	GENERAL TERMS AND CONDITIONS OF CARRIAGE	
		01/05/2025
		Page 8 of 8

8.3. In the event that the loss or damage is not discovered upon receipt of the goods, the contents of the international agreement governing the corresponding means of transportation (section 5.2.2 of these General Terms and Conditions) shall apply vis-a-vis the regime of objections and reserves.

8.4. Any complaints, whether judicial or extrajudicial, that the CLIENT may make as a result of the reserves for damage or loss to the goods shall not be sufficient grounds for refusing to pay the invoices issued by FedEx.

8.5. The periods of prescription and expiry for complaints to FedEx for damages or losses to the goods shall be those provided for in the national legislation and international agreements applicable in each case.

9. RIGHT OF RETENTION

9.1. Generally-speaking, FedEx reserves the right of lien and/or retention over the goods of the CLIENT as guarantee and means of payment for the amounts owed thereto for the services provided. FedEx may exercise this right via any of the legal channels provided for this purpose in the place where the right is exercised or, alternatively, in the place from where the goods are shipped or where the same should be delivered.

10. JURISDICTION

10.1. The services provided by FedEx shall be governed by the provisions of Spanish law. Any complaints that may arise regarding the interpretation of and/or compliance with these General Terms and Conditions shall be exclusively subject to the jurisdiction of the Courts and Tribunals of Madrid.