

prestação de serviços **alfaloc** alfaloc's provision of services

Alfaloc - Transportes, Lda, collective entity number 503426350, registered in the Commercial Registration Office of Marinha Grande under the number 1331, with registered office at Rua das Fontainhas n.º115, Fração A, 2430-180 Marinha Grande, hereinafter designated as **Alfaloc**, engaged in the business of transporting or forwarding goods in general, logistic services, handling and cargo storage, provide additional transportation services in the shipping and forwarding industry, provides the following general conditions:

I
1 - **Alfaloc**, and its the operational or commercial representatives, including its franchisees, and the adhering parties undertake to comply with these general conditions by signing in the transport document - waybill or bill of lading - or, failing that, by any internal instruction, regardless the mean used.

1 - Terminology:

II
Parties: For the purpose of these conditions, Parties shall mean **Alfaloc** and all those indeterminate parties complying all terms and conditions.
Cargo Shipping Contract: This contract establishes a partnership relationship, ie, two interrelated benefits, on the one hand the obligation provide a shipment service, the other the obligation to carry out the actual payment for the provision of that service. Also on this subject, all operations that necessarily precede or follow the service, may, without prejudice, integrate specific contracts.
Actual carrier: Everyone who through their own means of transport ensure the transport of goods.
Contracting carrier: Everyone who takes responsibility (expressly or tacitly) for the actual carrier.
Transit Contract: Contract whereby one party - forwarding entity receives a mandate of the other party, in a broad sense the customer, powerless of representative powers, to conclude one or more shipment contracts, where they establish what procedures or formalities with the relevant authorities ultimately give them enforceability do proceed.
Forwarder: Intermediate acting between the customer and carriers in order to provide a range of legal services and or materials and which also has the ability to represent shippers in that framework, and, or customers or consignees.
Consignor: Everyone who requires the carrier or freight forwarder and determined to move goods from one location to another, either physically in space or in time.
Customer: Whoever trusts or gives the pursuit of their interests and objectives to a third party under the provision of services.
Goods: Any object as well or anything that is likely to be sold.
Packing: It is understood by packaging, and, or goods packaging, the act or effect of wrapping goods in its appropriate container.
Volumetric Weight: Weight / volume ratio, depending on the contracted service, applying whenever the result of this ratio exceeds the actual weight of the order.
Chargeable Weight: The highest value found between volumetric weight and the actual weight of your order, in order to calculate the price of shipping.
Delivery: Legal act, which necessarily presupposes the tradition of merchandise, which decomposes into two distinct moments though directly related; the delivery of the goods to the consignee and its acceptance.
To: Everyone to whom an order is addressed (good or commodity). It may also be the one that independently of the communication process receives the message, assuming the role of receiver.

1A - By use third parties to comply with the stipulations in the shipping documents - waybills or transport documents - **Alfaloc** retains its original quality.

2 - The transported goods must be in compliance with the relevant applicable moral legislation, traditions and practices. If not, the customer might be subject to liability, and by this, **Alfaloc's** position is guaranteed by ignorance of fact, and the contract previously established between the parties may be terminated.

2.1 - It is customers' responsibility the storage of orders in appropriate, closed, sturdy packages, regarding the requirements of transport and loading and unloading containers. If the conditions mentioned are not met, the liability will fall under the customer losses resulting in its orders and in the third parties, as well as any side effects.

3 - It is not **Alfaloc's** responsibility the lack of documentation that must accompany carried items. In case of being subject to liability, **Alfaloc** will also not respond for damages resulting from omissions or errors inherent in the descriptions of shipped goods, and not reported defects.

3.1 - The customer is solely responsible for all fines, penalties and offenses that may be imposed to **Alfaloc**, including any losses resulting from it, including the seizure of vehicles, when there are cases of non-compliance with the provisions of the Decree-Law nr. 147 11 July 2003 concerning their orders and or its accompanying documents.

4 - The second party, agreeing with **Alfaloc**, undertakes the responsibility to inform about the goods, and to make the inherent statements for the transported material. Also it undertakes the responsibility to check the instructions expressed contractually. In case of error or divergence that might be reflected in enforceable form can be corrected in due time, proceeding to the necessary adjustments.

4.1 - Through a calibrated system by a specialized entity, **Alfaloc** performs verification operations for packages weight and dimensions and may rectify the indicated values by the customer on the ticket - waybill or bill of lading - for invoice procedure.

5 - The transport of dangerous goods shall be suitably identified, and it shall be made only when stipulated in written form and accepted explicitly by **Alfaloc**, assuming this does not in any way may produce damages, brought by omissions according to his nature.

6 - **Alfaloc** understands the transit contract as a contract in which one party, undertakes before another the responsibility to provide certain specific services that result in either materials or legal acts, related to a or more agreements of shipment, which may be entered in his own name or in the name and representation of the costumer, but in any case, always on his behalf.

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7 - Alfaloc under the "Additional transport services of freight forwarding business", stands out among others in the organization of the so called groupage transport, storage of goods on own warehouses, transshipment at intermediate scales, in guarding protection of a carrier to another, the issuance of transport documents, handling administrative and Customs issues.

7.1 - As a forwarder, **Alfaloc** strengthens its position in the provision of services within the transport operations by putting up often in the position of intermediary between the shipper and the carrier.

7.2 - In the performing of the vast material operations, and as a forwarder, **Alfaloc**, may intervene at the beginning, during and at the end of the performance task for which it was mandated for.

7.3 - **Alfaloc** may undertake where necessary accessory operations, indispensable to the attainment of the received mandate.

8 - Alfaloc, as forwarding entity acts on behalf of its customer, but in his own name, from the pick-up procedure to their return or their delivery to the consignee, charging a commission for this purpose.

9 - In the area of corporate social responsibility and legal enforcement, according to the Decree-Law nr. 255/99 of 7 July, **Alfaloc**, is covered by liability insurance.

9.1 - It is not **Alfaloc's** responsibility the execution of any insurance agreement that is intended to ensure and to cover any risks and or losses arising out of goods that may arise from the events that a transport operation is subject, unless when expressed (timely and duly) and authorized for the purpose, and expressly accepted, considering the nature of the risks and values insured.

10 - The Place of delivery/pickup is the one that has been agreed between the parties. This may be changed during the execution of the shipment operations, both by the consignor and by **Alfaloc**.

10.1 - Where it is not possible to comply with the place originally agreed for reasons unrelated to the contracting parties, or even by mistakes, **Alfaloc** is committed to proceed with the normal duties of care, taking efforts to make it possible.

10.2 - When situations like those described above occur, the customer is responsible to bear the costs of additional operations.

11 - In the responsibility and representation areas, when the shipper and the customer are not the same legal person, the shipper acts in any case always representing the customer.

11.1 - Whether the consignor or the customer, on its own behalf and on behalf of any third party that holds any right on the goods, must agree with **Alfaloc's** General Conditions for Service Provision.

12 - Alfaloc will not be held responsible for any types of damages arising out of the refusal of receipt of goods by the consignee. In this particular case, and when it does not meet the same legal person, customer and consignee, the first party may demand the second at legal institutions.

13 - Nos casos de perda, ou incumprimento, dano, extravio permanente ou temporário, furto, caso fortuito ou de força maior, não se responsabiliza em caso algum a **Alfaloc**, quando sejam resultado de um conjunto de circunstâncias não controláveis por esta.

13 A - In case of temporary or permanent loss, damage, theft, where the unforeseeable circumstances or force majeure, **Alfaloc** shall not be liable in any case when are the result of a set of circumstances cannot controlled.

14 - When the goods are not picked-up or removed in time, and being a part, to the rightful owner, notified for this purpose, **Alfaloc** may charge a daily fee or compensation, with particular attention to the properties of good or commodity.

14.1 - Whenever the good or goods were not picked-up or removed, after being analysed on a case-by-case basis by **Alfaloc**, it may lead to an earlier termination of the agreement signed between the parties.

14.2 - Such notification should contain all possible conditions and material deadlines according to the goods or property in question, so the company be able to proceed with its withdraw or removal. The notification's validity depends on formalities such as registration and acknowledgment of receipt.

15 - Still in the responsibility area, **Alfaloc** only replies before the non-fulfilled clauses stipulated in the contract, when the fault might be directly attributable to the company, or sufficient evidence is submitted.

15.1 - Before the breach of contractual obligations, the responsibility of **Alfaloc** is limited to the amounts established by law or convention, and will never be higher than the actual value of the damage caused to property or goods, in case of this being lower.

15.2 - In accordance with the above mentioned, this is only applicable if there is a prior registration in the transport document by the consignee on delivery, during which any defects in goods or merchandise should be checked.

16 - Alfaloc, unless otherwise stipulated, is able to make own any goods entrusted to him under the provision of service when the actual payment by the customer is missing, or when that does not happen in due time.

17 - The validity of the quotes depends on explicit indication by **Alfaloc**. In case of non-indication, it is considered appropriate within one month.

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18 - The values established between the parties can be defined by taking into account any fees or expenses, weight and dimensions of good and or merchandise, in addition to the fees calculated in accordance with the nature of those; as well as the service to be provided.

18.1 - Values might change when there are constraints other than those provided by the contract and thus unexpected additional costs may arise, whose liability remains to the customer.

18.2 - Additional costs may also be result from the occurrence of changes or amendments to clauses that modify the application and execution of the previously established agreement.

18.3 - In the course of a service, for reasons of force majeure or foreseeable circumstances during the compliance of a service, it may give rise if necessary and justified a review of the prior agreed terms.

18 A - It is provided to the client the possibility to choose the "postage fees at destination" option when sending orders, however remaining solely responsible for pay all expenses, including the return shipping of orders in cases where the consignee does not pay or when is not possible to delivery orders at the first attempt.

19 - It is expected and considered justified the request for early provision for the **Alfaloc** part in order to meet expenses for and on behalf of the customer.

20 - In case of lack of payment of the invoice issued by **Alfaloc** within fifteen days from the filling date, unless expressly stated otherwise, the debtor has the obligation to pay interest at the legal rate.

21 - Without prejudice to the obligation of payment, the customer is reserved the right to claim the invoice received or the issuance of debit notes by **Alfaloc**, basing their claims or reasons and, to this end, with the maximum period of fifteen days after the submission.

21.1 - The customer is given five working days after the scheduled delivery date to complain about the service or its form of execution, and therefore to formalize in writing, following the legally required formal mechanisms so that it if sufficient proof.

22 - Transportation - It is subject to the import regulations of the destination country. Once the recipient's customs broker has been used at the destination, our involvement ends.

23 - Clearance and customs duties at destination - Customs costs and fees at destination, when not paid by the recipient, are charged to the shipper.

III

1 (Clause nr 22 of version 3.2 2005 and earlier) - In the event of possible legal dispute, the address given by the customer and or shipper is the same address for legal procedures, in accordance with the Article 236 of the Code of Civil Procedure.

2 (Clause nr 23 of version 3.2 2005 and earlier.) - The Marinha Grande District ("Comarca") Courts shall have jurisdiction to determine any disputes arising from the interpretation, application and enforcement of these terms and conditions. This Agreement shall be governed by the laws of Portugal and Portuguese legal system.

Version 3.5 (full version), 2026