

Conditions of FIRST LAST MILE, S.L. – (named here and after FTL)-

All activities of BAGDROPSERVICES and GETBAGSERVICE are undertaken subject to these Conditions which govern the terms of our service.

1. DEFINITIONS

The following definitions will apply to the Terms & Conditions established in this transport contract.

Courier or carrier: Is who takes the obligation to make the transport under his name with independence of using his own resources or using third parties.

Sender: Is the person who contracts a transport service under his name and the courier has the obligation to make it.

Addressee o consignee: Is the person who receives the goods from the porter at destination.

Address: Is the postal address, identifying the sender with his name or company name (if the sender is a company), address and any additional information due to send courier through a public postal network.

Delivery voucher (POD): Document with all delivery data. Delivery address, hour and date and sender signature.

Damage reserve: Comments written on the delivery voucher mentioning that the contract has been accepted with some apparent damage on the goods to be transported.

Apparent damage: Damage on the goods that has been recognized during transportation by FTL network or as damage reserve on the delivery voucher.

Hidden damage: Damage produced on the goods not recognized by FTL network during transportation or the consignee has not done any damage reserve on the delivery voucher.

Delivery times: Time in which FTL engages to deliver the goods at destination.

GetBag Service: Goods/baggage/parcel pick up in one address or GetBag site and delivery to another GetBag site to the same customer. The sender and the consignee are the same person.

GetBagSites: Authorized delivery and pick up places of FTL network for the GetBag service.

2. APPLICATION

This Terms & Conditions named here and after T&C, will be of application in all the activities done by **FTL**, particularly dispatching, handling, storage, documentation or any good transportation process or management of carriers in Spain or other countries belonging to the international FTL network with their own or third parties vehicles.

3. ACCEPTANCE OF FTL TERM & CONDITIONS

3.1 To hand over a delivery to **FTL** means the company T&C acceptance by the sender.

3.2 The **FTL** T&C apply to any other company which service would be used by **FTL** to collect, transport and deliver the goods. Nor an agent neither an employee has the authorization to modify or cancel this Terms & Conditions.

3.3 Those T&C are regularly published in the Web site www.bagdropservices.com. The sender accepts the T&C when he sends the goods.

4. KIND OF GOODS. EXCLUSIONS.

4.1 Maximum weight accepted per baggage unit is 50 Kg. Adding the dimensions of one baggage as 2 times wide + 2 times high + 1 time large the result cannot be more than 3.00 m, and none of the individual dimensions can be superior to 2.00 m large, 0.6 m high or 0.8 m wide.

4.2 Non accepted articles: Unpacked articles or packed inappropriately in respect to standard packing forms, products with special manipulation requirements, particularly fragile or needing to be stored in a specific position, perishable products, deadly leftovers, live beings, tobacco, high value articles like money, animals, dangerous / hazardous goods, flowers and plant products, human remains or ashes, illegal goods, medical samples, items that require a temperature controlled environment, prescription drugs and pharmaceutical products, foodstuffs, perishable food articles and beverages including, but not limited to: Wine, Beer, Spirits and Champagne. packages that are wet, leaking or emit an odour of any kind, valuables including antiques, paintings, jewelry, precious stones and electrical equipment, liquids, pastes and gels, ammunition and goods which value is superior of 5.000,00€ per baggage. The combined lists are not exhaustive and **FTL** retain the right to add any item to this list in keeping with the circumstances prevailing at the time. The client will not send anything which may be construed as illegal in any way e.g. prohibited or stolen items. If you are unsure if an item may be prohibited contact us before sending. Personal effects, alcoholic beverages or ATA cards aren't accepted. As well as dangerous goods being those raw materials and objects which transportation is prohibited or only authorized under the conditions established in the ADR.

4.3 **FTL** is not responsible of any loss or damage of goods received in contravention to the exclusions listed in the point 4.2 except in the cases that **FTL** has given written consent.

4.4 Those parcels inadequate for automatic classification will only be accepted under exceptional agreement.

4.5 Is not allowed to deliver any goods to **FTL** which transport is prohibited by law or submitted to special requirements, being the non-observance of this prohibition responsibility exclusively and solely of the customer. FTL will be exonerated of any subsidiary responsibility in this case.

4.6 **FTL** could refuse transportation of goods with inadequate packaging, presentation or security that could affect the rest of the goods transported by the carrier.

4.7 Is the obligation of the sender to check the compliance of the exclusions before sending the goods. **FTL** accepts only closed parcels and baggage for its transportation so is not responsible of their content.

5. RIGHTS OF INSPECTION

FTL or any governmental authority including customs, may open and inspect deliveries at any moment.

6. SCOPE OF SERVICES

- 6.1 **FTL** as transport agent is responsible to produce the following listed services, which can be made by third parties. The customer authorizes **FTL** to subcontract the whole transport service as agreed in this document under the conditions defined by **FTL**.
- 6.1.1 To collect, transport and deliver parcels and baggage to a destination defined in the transport contract.
- 6.2 Delivery of goods has to be done against signature of the consignee or other authorized persons, who may be present.
- 6.3 Delivery times are given as estimates by customers who must confirm by phone collection of the goods 15 minutes before final delivery time. We will ensure the goods are delivered at the collection point at the confirmed delivery time.
- 6.4 In case of non-reception of the goods **due to absence of the consignee during the day defined in the contract**. **FTL** reserves the right to deliver the goods on an alternative address like the lost and found objects bureau at the airport terminal.
- 6.5 The goods may be considered as delivered once they are delivered in this place.
- 6.6 The sender confirms the acceptance of the digital signature of the consignee and its reproduction as proof of delivery.
- 6.7 The collection of the goods is confirmed with documents supplied by **FTL** with this purpose.

7. SUPPLEMENTARY COSTS AND EXPENSES

- 7.1 **FTL** will not cover any loss or damage suffered by the sender whose goods do not accomplish with restrictions and conditions of this document. In case that **FTL** cancels the transport for any of the reasons defined in this contract terms, the sender will have no right to be refund for this service.
- 7.2 **FTL** will issue electronic invoices to their customers..
- 7.3 **FTL** will apply the prices and additional costs agreed with the sender in the case the sender modifies the instructions of delivery like address, special handling or dimensions that oblige to manual handling or because is not suitable for transport belts.
- FTL** may invoice to the sender with the established prices if a parcel must be sent back to the sender for reasons non attributable to **FTL**. **FTL** may invoice to the senders the return cost. Cancellation of an order may be invoiced with price list prices.

8. SENDER OBLIGATIONS

- 8.1 The sender must supply the necessary information and documentation related to the goods and will respond to any damage caused by them. The porter has no obligation to verify if those informations or documents are exact or sufficient.
- 8.2 The sender must pack the goods and will be responsible of damage and costs caused due to inadequate packing. The packing guide is available in **FTL** web site (www.dropbagservices.com). **FTL** shall have no liability for damage caused to protruding baggage parts such as wheels, straps, pockets, pull handles, hanger hooks or other items attached to baggage.
- 10.3 The customer guarantees that all data and documentation given to **FTL** in order to do the transport are true and correct

9. RESPONSIBILITIES

To avoid damage to your package's contents be mindful that our couriers treat every package with care but your package will be loaded and unloaded by human hands several times on its journey. Your items must be thoroughly packaged and must be able to fall approximately 100 cm without breaking.

- 9.1 **FTL** assumes responsibility of damage or lose of safe-keeping parcels with national destination since 1/3 of IPREM (Indicador Público de Renta de Efectos Múltiples – Public Rent for Multiple Effects Index) per day and per any gross weight of merchandise lost or damaged. For international destinations the maximum compensation will be under the regulations of CMR (Road Transportation Contracts) and cannot exceed 8,33 counting units per missing gross weight kg. (the value of one counting unit is fixed by the International Monetary Fund).
- 9.2 **FTL** will not be responsible for indirect or extraordinary damages like lost profit caused by ceasing use including loss of income, benefits, markets, image or damage produced neither the non-possibility of using contents not delivered nor the loss of a business opportunity..
- 9.3 Transit times established in our price list do not include delays due to custom processes or other contingents out of **FTL** control.

10. INSURANCE

Standard Insurance*: In case the sender has no insurance on the transport of his goods, **FTL** can guarantee the value of those goods in case of loss or damage to maximum value of 1.500,00 € per baggage/parcel. In this case it's mandatory to legally certify from the sender declaring that the goods weren't previously insured by the customer.

Reserves: The consignee must state in written his reserves on the delivery voucher describing any loss or damage at reception of the goods. In case of break downs or lose not written on the delivery voucher, reserves could be informed to **FTL Spain** within the next 7 natural days for national deliveries or 7 working days for international deliveries. Claims produced as consequence of a non-evident damage will be regulated as per point 9.1 of this contract. The customer remains informed that he can contract additional insurances.

11. CLAIMS DUE DATE

- 11.1 Due date for claims against **FTL** could be latest of one year after the expected delivery date.

11.2 In case of claim against this contract, customer cannot keep invoices totally or partially unpaid or on hold. Invoices must be honored on its form and due date terms as agreed.

12. LOSS COMPENSATION

In order to receive compensation against a loss, it's mandatory to provide latest 30 natural days after the established delivery date the following documents: If sender produces the goods, document certifying the production cost goods. In this case the amount considered for compensation will be the production cost without taxes or any additional charges. In the case this document is not presented it will be deducted 25% from the selling price. If sender is not the producer of the goods, copy of the invoice to his customer and copy of the invoice of his supplier for all the goods sent. In this case the compensation will be the amount stated in the invoice of his supplier without taxes or other additional expenses.

If you cannot provide receipts but BAGDROPSERVICES admits your claim then compensation will be limited to a maximum of 150 € for goods and the cost replacing the suitcase with a maximum total cost of 1.500 €. BAGDROPSERVICES will search in the market offers to replace the suitcase. And will refund the value of the most convenient offer for BAGDROPSERVICES.

In case of any of the damages described above, FTL could demand to see the parcel and the goods transported and check them. If the compensation is for the whole merchandise, the goods will remain property of **FTL**.

Complimentary compensation will not be offered for: nonstandard excess baggage items, prohibited items, items which we advise customers not to use our service to transport including but not limited to, glass, porcelain, electrical goods, TV, HI-FI, Mobile Phone, Tablet Computers, Laptop Computers, Printers and Personal Computers; loss or damage suffered when the manufacturer's transit appropriate packaging has not been used; contents of an item which has been signed for received or refused delivery; and loss or damage arising from the following circumstances will also not be covered under the complimentary compensation: acts of God, consequence of War or Terrorism and prohibited contents.

13. CONTRACT OBLIGATION

Signature of this contract implies the acceptance of this Terms & Conditions. Any subsidiary agreement or conditions that differ from those will not be valid if they are not in written and accepted by the parties.

14. LAW AND JURISDICTION

14.1 **FTL** refuses that any controversy related to interpretation, application and executions of this contract is submitted to any arbitration Board,

14.2 Parties accept to be submitted to jurisdiction and competence of Tribunals and Courts of Barcelona City refusing other regional laws if they are different it will apply to those and other conditions the Spanish Law of transportation LOTT of 30th of July 1987 and its rules.

14.3 The customer become engaged to avoid that any person interested in this delivery could claim against FTL due to transport including the cases were FTL could be responsible. In case a claim of this nature arises, the customer assumes the cost of defense as well as any damage or loss costs that could be involved.

15. CONTRACTOR LIMITATIONS

FTL reserves the right to cancel this contract in case of non-payment in the agreed terms.

16. DURATION

This contract is valid for 1 year.

17. DATA PROTECTION

All data present in this contract will be included in a computerized file named "Clientes", in order to control customers and invoicing. This data will not be given or cease except obligation in front of some Public Organisms determined by Law. We also inform that data is protected following the requirements of the Data Protection Organic Law and its norms. The customer consents the reception of information regarding services and promotions of FTL. The client can use the access rights to modify or cancel their data by writing to FTL company address.