

GENERAL SHIPPING CONDITIONS
FROM THE SPANISH FEDERATION OF INTERNATIONAL AND RELATED
FREIGHT FORWARDERS AND SHIPPERS

- *Version approved by the General Assembly of FETEIA in march 1999 and updated in 2002.*

1. GENERAL PROVISIONS

1.1. By issuing the shipping documents (Certificate of Reception – FCR-, Certificate of Transport – FCT- and Contract of Transit – CT-), the Freight Forwarder acknowledges reception of the merchandise mentioned in same, and to make it reach its consignee in the form and according to the instructions received.

1.2. Should there be no specific instructions, the Freight Forwarder may then choose the route, form and means of transport that he should consider the most appropriate to carry out the transport and/or delivery of the merchandise, in the best conditions.

1.3. The merchandise will always be shipped at the consigner and/or consignee's risk and the insurance will only be covered according to the instructions received from same, in writing.

1.4. In any case, the merchandise will be received, shipped, re-shipped, transported, embarked, stored, handled, delivered and, eventually insured, according to the terms, conditions and limitations of those to whom the Freight Forwarder should commend the material execution of each of said operations.

1.5. Should the consignee or destinationary not accept all or part of the merchandise upon arrival, it would then be deposited at the consigner's risk –or whoever it befits—according to the Law or, eventually, to the commercial usage observed at the place of delivery.

1.6. Storage will be carried out in official places, enclosures or warehouses in ports, stations and airports or in others public or private, legally established or authorized for transport companies, freight forwarding companies or warehousing firms.

2. FREIGHT DOCUMENTS.

The bills of lading corresponding to the effective execution of all or part of the transport will be available during the whole validity. They will always be established by companies or firms that refer to the international Agreements in force and according to the terms of said Agreements. Should this not be possible on some part of the trip, other companies would be hired that have the recognition or legal situation as national or international transport companies, as befitting.

3. DESCRIPTION OF THE MERCHANDISE AND PACKAGING

3.1. Guarantee is given to the Freight Forwarder of the accuracy of the statement of merchandise as regards its characteristics, description, make, numbers, amount, weight and volume; the consigner and/or consignee is liable for any loss, damage, average and/or penalties caused to third parties due to the inaccuracy of the above mentioned data, as well as that resulting from inadequate, faulty or badly used packaging that should damage or harm the merchandise or handling equipment or transport means, even when such inaccuracy or defects should appear in operations that have not been carried out directly by the Freight Forwarder, who will be indemnified for such causes as well as for any complementary costs.

3.2. The consigner is obliged to inform the Freight Forwarder of the dangerous nature of the merchandise delivered for transport and of any precautions that should eventually be taken.

Should he omit to do so or give insufficient information, the consigner shall be liable for any damage caused by the merchandise, and the Freight Forwarder will have the right to be repayed for any expenses caused and be free from all liability should the merchandise have to be unloaded, destroyed or neutralized according to the circumstances, and without there being any indemnity.

4. EXTENSION AND LIMITS OF LIABILITY

4.1. The Freight Forwarder is liable for any damage caused due to loss, average or delay in the delivery, if the fact causing the harm should occur between the time the merchandise is loaded and the time is delivered. However, he will not be liable for any facts or acts arising or resulting from the consigner or consignee's fault or negligence; for the goods' particular defects; for strikes, lock-outs or other trade disputes that should affect the work; or for any other cause the Freight Forwarder could not have avoided by using a reasonable proceeding.

4.2. Not shall he be liable for fulfilling of instructions given after the shipping documents were issued, or for any eventuality deriving from said later instructions.

4.3.1. The Freight Forwarder's liability for his own actions, is restricted to a maximum of 8.33 SDR per kilogramme of gross weight of the merchandise lost or damaged. However, for sea shipments, liability will be limited –also at most—to a sum that should not exceed the equivalent of 666.67 SDR per bundle or unit, or to 2 SDR per kilogramme of gross weight of the merchandise lost or damaged, should the quantity be larger, and for air shipments to SDR 17 per kilogram.

4.3.2. Should the Freight Forwarder be liable for the damage cause by delay in the delivery, or any indirect loss or damage that are other than loss or damage to the merchandise, his responsibility would be limited to an amount not exceeding that equivalent to the retribution to be paid by virtue of the contract signed with the Freight Forwarder.

4.3.3. The liability accumulated by the Freight Forwarder shall not exceeded the responsibility limits for total loss of the merchandise.

4.3.4. The present limitations shall be applied to all the claims made to the Freight Forwarder, regardless or whether the claim is founded on contractual or extracontractual liability.

4.3.5. Special Drawing Rights “SDR” mean the account unit as defined by the International Monetary Fund.

4.4. Then liability is derived from facts or acts occurred during the course of transport and should the Freight Forwarder have to be subrogated, it shall never exceed liability assumed by the rail, shipping, air, or land transport companies, deposit warehouses or any other intermediary involved in the transport operations, in accordance with the international regulations and agreements in force.

5. PRICE OF SERVICES HIRED

5.1. Transport and other services involved in the Freight Forwarder’s activity, are understood to be engaged according to the rates in force at the time of hiring and within the limits foreseen in same. Should there be no rates, hiring would be at the usual –or market—prices according to the place un which they are hired. Any additional costs produced as a result of facts or circumstances prior to the hiring date or eventually, to the date on which the shipping documents are issued, shall be at the user’s expense, providing they are duly justified and not the result of a fault or negligence of any of those involved in carrying out the services hired.

5.2. Payment of any of the expenses or services carried out by the Freight Forwarder, will be for cash, except in especial conditions that have been previously agreed on.

5.3. The Fright Forwarder has a lien on the merchandise for all the amounts due by virtue of the services hired. He may therefore exercise his right by any means he should deem fitting and admissible, in accordance with the law. Should the merchandise be waylaid or destroyed, the Freight Forwarder will have the same rights as those mentioned above with regard to indemnities settled by insurance, transport companies, etc.

6. NOTICE AND PRESCRIPTION

6.1. No action due to loss, average or delay may be taken without having formalized the necessary reservations when the delivery of the various shipments was made.

6.2. When dealing with loss, average or delay occurred while carrying out the transport, the protests and reservations shall be formulated in the terms and conditions stated on the freight bill, waybill, etc., or lacking same, in those established in the international Agreements governing the transport mode in question.

6.3. Any action related to the services lent by the Freight Forwarder shall prescribe one year after the delivery of the merchandise to the consignee or, from the date on which they should have been delivered.

6.4. However, actions derived from the carrying out of the various transport operations shall prescribe in the time lapse state on the freight bills, waybills, etc., or eventually, on the international Agreements governing the different transport modes; the prescription time shall start counting in accordance with the provisions made in such documents or Agreements.

7. JURISDICTION

The consigner and/or consignee hereby expressly submit themselves to the jurisdiction and competence of the Courts of the place of fulfilment of the obligation.

However, should the dispute not exceed 3.005,06.- € its shall be understood that there is agreement to submit to the arbitration of the Transport Arbitration Boards at the Freight Forwarder's address, providing neither party has expressed to the other his wish to exclude same, before starting or having to start carrying out the transport.

FETEIA

**Federación Española de
Transitarios, Expedidores
Internacionales y Asimilados**

Miembros de :

**FIATA
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For disputes that should exceed the amount of 3.005,06.- € the parties may expressly agree to submit themselves to said arbitration.
