

GENERAL CONTRACTING TERMS AND CONDITIONS FOR SHIPPERS

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1.BACKGROUND INFORMATION

1.1. Ontruck identifying information

NINJATRUCK, S.L. (“Ontruck”) is a company incorporated in Spain, with tax ID no. B-98.732.290, whose registered address is Calle Príncipe de Vergara, N. ° 109, Planta 2ª, 28002, Madrid. Ontruck is a transport operator and holds the transport card no. 12090434-1.

1.2. Purpose

These General Contracting Terms and Conditions (the “T&C” or the “Contract”) establish the legal framework of the contracting of the carriage service (the “Service”) between the Effective Shipper or the Client and Ontruck (collectively, the “Parties”), through the website www.ontruck.com and/or the mobile application (the “Website” and the “App” respectively, collectively and indistinctly referred to as the “Platform”), both of which are owned by Ontruck.

1.3. Applicable binding law

The T&Cs govern the relationship between Ontruck and the Effective Shipper, in accordance with the provisions set out therein, and, on a subsidiarity basis, by the domestic and international rules and regulations that apply thereto, unless the latter is binding. Ontruck's “Conditions of Use”, the “Privacy Policy”, and the “Cookies Policy” are also applicable and can be accessed via the Website.

2. DEFINITIONS

In the T&C, the following terms shall have the meanings set out below:

“**User Registration Form**”: Online form to be filled in by the Effective Shipper to register as a User, including all of the documentation that Ontruck requires to register the User.

“**Shipper Order**”: Online form to be filled in by the Effective Shipper to request the contracting of a Service, to include all of the necessary specifications to perform the Service.

“**Carriage Service**” or “**Service**”: The transport of the goods that the Effective Shipper contracts through the Platform, for the carriage and delivery thereof to the Consignee by the Carrier contracted by Ontruck.

The Service may consist of:

Simple Shipment: Service from a single point of origin to a single destination.

Multi-route Shipment: Service from (i) a single point of origin to one or more destinations and/or (ii) a single destination from one or more points of origin.

“**Transport Unit**”: Each distinct material unit of cargo that comprises the goods that are the subject of the Carriage Service, regardless of its volume, dimensions or contents.

“**Shipment**”: Amount of the goods, packaging and means of the load delivered by the Effective Shipper that is the subject of the Carriage Service.

“**Effective Shipper**” or “**Shipper**” or “**Client**”: Natural person or legal entity that, within the framework of their professional activity, contracts the Carriage Service in the terms set out in the Shipper Order, through Ontruck's Platform.

"Consignor": Natural person or legal entity that, within the framework of their professional activity and for the account of the Effective Shipper, delivers the goods to the Carrier at the point of origin indicated in the Shipper Order.

"Consignee": Natural person or legal entity to whom/which the Carrier must deliver the goods at the destination stated in the Shipper Order.

"Carrier": Natural person or legal entity that, within the framework of their professional activity, and using their own human and material resources, undertakes the obligation to perform the Service directly in accordance with the terms set out in the Shipper Order. For all intents and purposes, the Carrier shall always be the effective carrier and shall always be hired by Ontruck (in the former's capacity as contractual carrier).

"User": Carriers or Effective Shippers duly registered in the Platform.

"Proof of Delivery" or **"POD"**: Document stating all of the conditions for the performance of the contracted Carriage Service, which must include, in any and all events, the minimum content as required by law.

"Control document": Official document that is drafted in accordance with the provisions set out in the Ministerial Order EOM/2861/2012 of 13 December, regulating the official control document required for the performance of carriage of goods by road.

"Initial Price": Amount payable by the Effective Shipper for the Carriage Service, in accordance with Ontruck's rates and terms of conditions in force at the time the Service is contracted and accepted by the Effective Shipper when requesting the Service.

"Final price": Amount payable by the Effective Shipper in respect of the Carriage Service, resulting from adding all of the expenses and extras that, where applicable, may arise during the performance thereof, to the Initial Price, in accordance with Ontruck's rates and conditions at the time of contracting the Service.

"Handling": consists of transporting the goods from inside the vehicle to some point in the warehouse on the same floor or to lower or higher floors with respect to where they have been unloaded.

"Stowage": refers to the proper placement, lashing, securing and distribution of the goods in the transport unit of the vehicle in question.

3. USER STATUS

3.1. Record

To contract a Carriage Service through the Platform, it is an essential pre-requisite that the Effective Shipper first formally register as a "User", which includes, among others, (i) the completion of the Form User Registration through the Website, (ii) the providing to Ontruck of all the documentation that, where appropriate, is required and (iii) the conformity and express acceptance of these T&Cs.

3.2. Registration and de-registration of users

Ontruck's authorisation is required for an Effective Shipper to register as a User and Ontruck reserves the right to reject the registration of any shipper, at its entire discretion, when it considers that the shipper does not comply with the parameters and meet the conditions set forth in these T&Cs and/or in the applicable regulations. In any case, Ontruck may reject registration requests made fraudulently or in violation of any law, regulation or right.

Ontruck may deregister any Effective Shipper as a User without the need for prior notice, without giving any reason and at any time, if it infringes these T&Cs, has acted in a way that shows that it has no intention or ability to comply with them, or it has not provided Ontruck with the requested documentation. In any event, Ontruck may deregister as a User any Shipper that has not contracted any Service during a period of three (3) consecutive months.

3.3. Username and Password

Once registered by Ontruck, the User will have a username and password for personal use that will give it access to the Platform. The User will be solely responsible for its name and password and will be liable for any harm or loss that may arise from its improper use, assignment, disclosure or loss.

3.4. User's Obligations

The User agrees to make appropriate use of the Platform and, by way of example, but without limitation, undertakes not to engage in the following behaviours:

(i) Impersonate identities, provide false or information belonging to another person in the course of its registration or in its user profile, (ii) attempt to access and, where appropriate, use the account of another User and modify its content, (iii) collect information about a User without its consent, (iv) publish, advertise, upload or transport articles that breach the provisions of this Contractual Agreement, (v) perform any act that could harm, directly or indirectly, Ontruck or another User, (vi) suppress, circumvent, or manipulate the security measures implemented by Ontruck, (vii) distribute viruses or other technologies that may harm Ontruck, (viii) engage in activities that are unlawful or contrary to good faith and public order.

In the event of carrying out any of the aforementioned activities, the Shipper undertakes to compensate all damages (including direct damages and loss of profits) caused to both the Actual Carrier and Ontruck, leaving the latter harmless and releasing the latter from any liability.

4. SCOPE OF PERFORMANCE OF THE CARRIAGE SERVICE

4.1. Ontruck: Transport Operator

Ontruck is a Transport Operator whose activity is the intermediation in the contracting of goods carriage, acting as an intermediary organisation between Effective Shippers and the Carriers.

In this regard, without prejudice to strict regulatory compliance by Ontruck, the Effective Shipper declares that it is aware and agrees that (i) Ontruck is not aware of the goods that are the subject of the Service, (ii) Ontruck is at no time in possession of them unless due to the characteristics of the Service, the Goods need to be stored in its own warehouses and (iii) the terms of liability in the provision of the Service will be as set out in these T&C.

In addition, by contracting a Service on the Platform, the Effective Shipper expressly consents and authorises Ontruck, in general and at its free discretion, to subcontract the material performance of the Services, subject to the provisions of these T&Cs to third parties, natural persons or legal entities, that are legally and legally authorised to provide services for the transport of goods by road.

In any case, the Effective Shipper declares to be aware that, for the best optimisation of the contracted Service, Ontruck may store the goods in its own warehouses or in the warehouses of its Carriers. Consequently, by accepting these T&C, the Effective Shipper expressly authorises Ontruck to store the goods to be transported without the need for further communication.

4.2. Procedure for the performance of the Carriage Service

The contracting procedure and subsequent performance of the Carriage Service consist in: (i) the completion of the Shipper Order by the Shipper, (ii) the acceptance of the Carriage Service by the Carrier and (iii) the material performance of the Carriage Service by the Carrier, all in accordance with the T&C.

4.2.1. Shipper Order

The contracting process begins when the Shipper fills in the Shipper Order on the Platform with all the necessary specifications for the performance of the Service. The completion of the Shipper Order entails the Effective Shipper's acceptance of

(i) these T&Cs undertaking all the obligations derived from them, (ii) the liability arising from any inaccuracy in the conditions, characteristics, and specifications of the Service and (iii) the Initial Price of the Service, which it is aware of beforehand and to which will be added any extra fees that may apply in each case (**Annex I**).

In the exceptional event that the Shipper requests the contracting of a Service through a medium other than the Platform (by telephone, email or any other medium that provides a verifiable record), the provision of the Service will be carried out in accordance with the Ontruck T&C in force from time to time, which will have been accepted by the Shipper when registering on the Platform.

In the event that Ontruck enables the option of selecting recurring routes (that is, allowing the Shipper to contract a specific Carriage Service for various periods or moments in time), the T&C that are currently in force at any given time will apply to the Shipper.

4.2.2. Acceptance by the Carrier

Once the Shipper Order has been formalised and accepted by Ontruck, the Carriers registered on the Platform will be able to accept the Service. Nevertheless, and in order to meet the specific needs of the Service, Ontruck may directly offer the Service, before it is posted on the Platform, to registered Carriers that have previously demonstrated a high level of quality in the provision of their services.

The Carrier reserves the right to accept or reject any Carriage Service, at its entire discretion. Consequently, Ontruck does not guarantee the acceptance of a Shipment by a Carrier and, if this is not accepted, Ontruck will notify the Shipper of the lack of availability of Carriers, without Ontruck having to pay any amount in this regard or bear any liability whatsoever in connection with that Shipment.

4.2.3. Performance of the Carriage Service

Obligations of the Shipper

By way of example, but without limitation, the Effective Shipper's main obligations in respect of the Carriage Service are:

(i) Filling in the Shipper Order: The information included in the Shipper Order is the sole responsibility of the Shipper.

The loading and unloading hours must be included in the Shipper Order by the Effective Shipper in accordance with the conditions and characteristics of the contracted Service, so that, in case of overlapping between loading and unloading hours, the loading time will be the one the Carrier has as reference in the execution of the Service.

In the event that specially equipped vehicles are required (e.g., with controlled temperature or for hazardous goods), the Shipper must state this accurately, assuming the responsibility arising from any error or omission. In any event, the Shipper expressly states that it is aware of and agrees that Ontruck has neither controlled temperature vehicles nor ones fitted with ADR, therefore, the Shipper shall be fully responsible for loading goods that require transport in these circumstances.

(ii) Signing and handover of documents of carriage at the point of origin: Make the necessary transport documents available to the Carrier and Ontruck to carry out the Carriage Service. Once the Carrier has collected the goods at the point of origin, the Shipper or the Consignor, as the case may be, shall sign and deliver a physical copy of the Transport Documents to the Carrier; the merchandise is then deemed to have been delivered as per the terms agreed.

The Client undertakes, in any case, to use the means made available to it by Ontruck for the provision of the Service (such as the Platform or the printing of labels).

(iii) Performance of the operations of loading and unloading, stowing, and stevedoring of the goods: The Shipper will bear the cost and responsibility of these operations unless it is expressly stated in the Shipper Order that these operations will be carried out by the Carrier. In the same way, the need for the Carrier to have transpallet/hand pallet to carry out these operations must be expressly stated in the Shipper Order.

In any event, the Shipper must make the goods available to the Carrier at the place and time indicated in the Shipper Order, assuming any responsibility that may arise from the breach of the foregoing.

(iv) Conditioning and labelling of goods: The Shipper is responsible for the correct packaging, packing and/or palletizing of the goods for transport. Likewise, it is the Effective Shipper's responsibility to identify the goods in accordance with the applicable regulations. In any case, if once the goods have been delivered to the Carrier, the goods require reconditioning, repalletization or any other measure so that the goods are transported in a secure way by the Carrier or Ontruck, the associated costs will be bearded by the Shipper and Ontruck will request reimbursement in the invoice corresponding to the Shipment.

(v) Handover of the Consignment at the point of origin and acceptance at the destination: The Shipper must ensure the effective delivery of the goods to the Carrier by the Consignor at the place of origin, as well as the acceptance and receipt of the Shipment by the corresponding Consignee at the destination. In the event of impediments to delivery at the destination, the Shipper shall be liable for the expenses and damages caused.

Consequently, when the Carriage Service is not completed because the Consignor or the Consignee is not at the address indicated in the Shipper Form, because the goods are not received in the conditions set out in this Contractual Agreement, because of refusal to sign the corresponding documents of carriage, or because the Consignor or the Consignee does not have the technical equipment and/or human resources necessary for the loading, handling and unloading of the goods, the Shipper shall bear the expenses and damages caused to the Carrier and Ontruck, as the case may be.

In any case, any costs that the Carrier is obliged to pay for the entry to the place of Delivery shall be borne by the Shipper.

(vi) Vehicle inspection: The Shipper shall inspect the condition of the vehicle placed at its disposal, such as space, foul odours, or leaks, before proceeding to load the goods. If the Shipper reasonably concludes that the vehicle is not acceptable, it must notify Ontruck immediately and request an alternative solution. In any event, Ontruck will understand that the Shipper accepts the technical resources placed at its disposal at the moment it carries out the loading of the goods on the vehicle.

(vii) Payment for the Carriage Service

The Shipper shall pay Ontruck the Price in respect of the Carriage service in accordance with the terms set out in Clause 7. Under no circumstances shall the Shipper pay the price to the Carrier. The Effective Shipper will assume, not only the Price derived from the Transport Service, but also all those extraordinary services requested; among which are included the loading and unloading of goods, the stowage, handling and manipulation of the same, as well as any stoppages that may have been caused.

Obligations of the Carrier

By way of example, but without limitation, the Carrier's main obligations in respect of the Carriage Service are:

(i) Vehicle availability: The Carrier must make the vehicle available to the Shipper at the point of origin and for the time specified in the Shipper Order. Where applicable, the vehicle must be available up to the maximum time specified in Annex I.

(ii) Loading and unloading: If expressly stated in the Shipper Order prior to the start of the transport service hired, the loading and/or unloading of the goods to and from the vehicle shall be borne by and the responsibility of the Carrier the Shipper shall pay the specific amount corresponding to the loading or unloading in question, which shall be differentiated from the price of the Service on the Platform itself, and shall be paid as an extra service to the same.. In any event, should there be any delays and/or standstills, the Carrier will have to wait up to the maximum time specified in Annex 1 for each case.

(iii) Signing and handover of documents of carriage at the point of origin: At the moment the Carrier collects the goods at the point of origin, the Shipper or the Consignor, where appropriate, shall sign and deliver a physical copy of the Transport Documents to the Carrier, thus considering the merchandise delivered as per the terms agreed. In turn, the Carrier shall sign the relevant Control Document on the Platform. In the event that the goods actually loaded do not match the details of the Service stated in the Shipper Order, the Carrier must notify Ontruck so that it can rectify the Control Document accordingly, the

Carrier being liable for any and all damages arising from a failure to communicate such a circumstance to Ontruck.

(iv) Delivery: The Carrier must deliver the goods to the Shipper or the Consignee, where appropriate, at the destination indicated in the Shipper Order.

(v) Signing and handover of documents of carriage at the destination: At the moment the Carrier delivers the goods at the destination, the Shipper or the Consignee, as the case may be, shall sign and deliver a physical copy of Documents to the Carrier; the merchandise is then deemed to have been delivered as per the terms agreed.

5. DOCUMENTS OF CARRIAGE

5.1. Proof of Delivery

Ontruck will require a Proof of Delivery for each Carriage Service, which will be issued in three (3) original physical copies to be signed by the Shipper or Consignor, the Carrier and the Consignee. Notwithstanding the foregoing, Ontruck may require the issuance of the POD in digital format via the Platform.

The Shipper shall be liable for any harm or loss arising from any inaccuracy in inadequacy of the data that it is required to include in the POD.

Under no circumstances shall the lack or inadequacy of any POD render this Contract ineffective, null or void, Ontruck may prepare a Sworn Letter where the data and characteristics of the transport performed shall be included and acknowledged for all purposes.

The POD must include all the references required by law and, as a minimum, the information detailed in article 10 of Law 15/2009, of 11 November, on the contracting of land transport of goods in Domestic Services.

5.2. Sending and retaining Documents of Carriage

The Shipper undertakes to physically retain the original Transport Documents for a period of not less than ten (10) years and, if requested by Ontruck, make them available within a period of not more than ten (10) calendar days from the request, the Shipper bearing any postage and packaging costs that may arise.

Ontruck does not arrange the reverting of original PODs and undertakes solely to make the scanned copies of said documents available to the Customers via the Platform.

6. THE EFFECTIVE SHIPPER AND THE CARRIAGE SERVICE

6.1. REPRESENTATIONS AND WARRANTIES

By contracting the Carriage Service, the Shipper expressly warrants to Ontruck that:

(i) He/she is acting on behalf of and representing a legal entity, or as a Self-Employed Worker in accordance with the terms of the Law 20/2007, of 11 July, on the Self-Employed Workers' Statute). Ontruck reserves the right to require any verifiable documentation that proves the above (i.e. powers of representation), in which case, the Shipper may only continue to be a User in the Platform if it provides said documentation.

(ii) The Shipper contracts the Carriage Service in the scope of performance of its commercial, professional or business activity and not as the end consumer for the purposes set out in the law.

(iii) Employees of the Shipper who, where appropriate, may contract the Transportation Service, have sufficient capacity to do so. In any event, the Shipper shall be liable for all actions and omissions by its employees, and, consequently, shall be liable for any damages to Ontruck or to third parties that may arise from their actions.

(iv) It is the owner of the goods shipped or has the necessary rights for the shipment of said goods. In addition, the main characteristics of the goods (i.e., weight, number of pallets, etc.) are those stated in the Shipper Order and in the documents of carriage.

(v) It acknowledges that Ontruck will never be in possession of the goods that are the subject of the Carriage Service but that, in any case, for the best performance of the Service, Ontruck may store the goods in its warehouses or in warehouses at its disposal or in warehouses at the disposal of the Carriers. If, for reasons beyond Ontruck's and/or the Carrier's control, the latter is obliged to store the goods for longer than expected or is unable to carry out the Service under the planned conditions for justified reasons, the Shipper authorises Ontruck to inform the Carrier of the decision to adopt for the successful performance of the Service. In this exceptional situation, the costs provided for in Annex I for Storage, in addition to the costs arising from the possible loss and/or deterioration of the goods, as well as the expenses and damages arising from this situation and, if applicable, from the solution adopted, will be paid in full by the Shipper.

(vi) The Shipper understands that it is solely responsible for any harm, loss or liability that may arise from the goods shipped.

(vii) The Shipper understands that tracking the location of its Service through the Website does not entail any guarantee that the Service will be delivered within the specified period.

6.2. Prohibited Goods

Under no circumstances shall the Shipper load the following goods on/in the vehicles placed at its disposal: (i) Items that are contraband or that are illegal, dangerous, radioactive, corrosive, flammable, explosive, poisonous, harmful, or offensive, (ii) articles regulated by the European Agreement on the International Transport of Dangerous Goods by Road (“**ADR**”), (iii) live animals, (iv) aggregate, including stones, minerals, earth and any material from quarries, (v) special transport and containers, tanks or cranes, as well as vehicles (caravans, trailers, pleasure craft and jet skis, motorcycles and mopeds), (vi) cash, banknotes, commercial paper or bank drafts or bills exchange, bank, credit or telephone cards, securities and coupons of movable securities, lottery, pools and the like, (vii) jewellery, items sold in jewellers and watchmakers, works of art, precious metals, precious stones, (viii) any other goods that may be classified as hazardous due to its nature, due to the precautions that must be taken for their carriage, or, where applicable, due to the legal regulations that apply.

The Shipper shall be liable for any damage (including direct or indirect damage and loss of profits) or expense arising from breach of the foregoing, caused to both Ontruck and the Actual Carrier.

6.3. Liability

The Shipper shall be solely responsible for contracting the Carriage Service, bearing any damage (material or moral, indirect damage, loss of earnings, loss of profits, interest, penalties, sanctions) against Ontruck and against third parties, as a result of, among other things, the breach of any obligation set out in the T&Cs or set out in the applicable domestic law. The Shipper's liability shall consist in the total amount of the damages unless there is a lower limit provided by law.

The Effective Shipper assumes the payment of any type of penalty that the Effective Carrier may bring against it or Ontruck in the event that the Effective Carrier is forced to perform loading and unloading operations in contravention of the limitations, without prior agreement between the parties, provided that Ontruck has not been informed of this need, which must confirm the feasibility of the same prior to the performance of the same.

The Shipper agrees to defend, indemnify and hold harmless and/or release Ontruck (and its directors, employees and agents) from any claim, demand, loss, damage, expense and liability, including costs and lawyers' fees, arising from of the Shipper's acts or omissions, or of its agents, employees or assistants, in respect of any item related to the contracting of the Carriage Service (i.e., its content, cancellation, etc.). Likewise, the Shipper waives any action that it may bring against Ontruck for these items.

In any event, Ontruck reserves the right, at the expense of the Shipper, to undertake the defence and exclusive control of any matter for which the Shipper must compensate it. The Shipper undertakes to cooperate in the defence against said lawsuits, and to refrain from resolving or processing any matter without Ontruck's prior written consent.

7. PRICE

7.1. Initial Price

The Initial Price for each Carriage Service shall be quoted by Ontruck via the Platform at the moment of filling in the Shipper Order. The initial price shall be fixed and unchangeable and shall not be subject to any review or modification except with a prior written agreement between Ontruck and the Shipper, and with the exceptions set out in these T&C, that include the extraordinary loading and unloading services, stevedoring, handling and stoppages, among others.

The Initial Price will be calculated by Ontruck according to the specifications of the Service, such as the nature, size and quantity of the goods, route, etc., in accordance with the rates in force at the time the Service is contracted. The Initial Price is accepted by the Shipper at the conclusion of the Service contract via the Platform (or by other means previously accepted by Ontruck).

7.2. Final Price

Any incidents and expenses that may arise during the performance of the Service are added to the Initial Price, so that the Extras set out in **Annex 1** are added to the said price accepted beforehand by the Shipper, resulting in the Final Service Price. In this regard, the Shipper understands and agrees that the Final Price shall always prevail over the Initial Price and is bound to pay the latter in accordance with the terms set out in this Contractual Agreement.

In any event, Ontruck will inform the Shipper with regard to the accrual of surcharges as soon as it becomes aware of the causes that give rise to them when reported by the Carrier or by the Shipper itself.

Notwithstanding the foregoing, the Shipper is aware and agrees that, in the event that the initial information supplied to Ontruck in the Shipper Order proves insufficient or incorrect, the Initial Price will be amended accordingly, and Ontruck is authorised to charge the Shipper for any additional expense arising from this circumstance without needing the latter's prior acceptance.

The Shipper agrees that the following Extras will be added to the Initial Price, resulting in the Final Price to be paid by the Shipper (in accordance with the terms set out in **Annex 1**):

- (i) Standstills or delay in the goods loading and/or unloading process when said activity is carried out by the Shipper.
- (ii) Extra pick-up or delivery during the Carriage Service.
- (iii) Greater volume of goods or substantial increase in weight over that stated in the Shipper Order.
- (iv) Loading and/or unloading, as well as the stwage of the goods, by the Shipper with involvement of the Carrier (Cases of Additional Handling).
- (v) Cancellation of the Carriage Service for reasons beyond the control of Ontruck or the Carrier.
- (vi) Reverse logistics (rejections/returns).
- (vii) Simple or additional handling.
- (viii) Taking out insurance to cover the goods that are the subject of the Service via Ontruck.
 - (ix) Failed collection or delivery.

7.3. Invoicing

7.3.1. Issuance and Term

Ontruck will issue an invoice at the end of each month including the Carriage Services contracted by the Shipper in each monthly period. This invoice will be sent to the email address provided by the User within the five (5) first days of the month following the month in which the Carriage Services are performed.

The Shipper expressly consents to the invoice being issued electronically, in accordance with the provisions of article 9 of Royal Decree 1619/2012, of 30 November, which approves the Regulation that regulates

billing obligations. If the Shipper wishes to have the invoice issued in hard copy and sent to it, it must request this expressly in writing from Ontruck.

7.3.2. Means of payment

The Shipper may pay invoices to Ontruck by any of the following methods:

7.3.2.1. Bank Card

The Shipper may opt to pay the invoice by a bank credit or debit card via the online payment gateway immediate after contracting the Service.

In the event that additional expenses or charges to the Initial Price are generated in accordance with the provisions of Clause 7, the Shipper must pay the resulting difference between the Initial Price and the Final Price by transfer to the account owned by Ontruck

By including the bank card data on the Platform and proceeding to pay for the Service, the Shipper confirms that it is the owner of the bank card or that it is in legitimate possession thereof. The Shipper shall be solely liable for the fraudulent or improper use of a bank card and, in any case, it will be liable to Ontruck for any damage caused to the company itself and to any third party that may be affected.

Transactions that involve the transmission of personal or banking data through the Platform are carried out using a secure environment, specifically, a server based on the standard security technology SSL (Secure Sockets Layer). All of the information received by Ontruck travels encrypted through the web.

7.3.2.2. Bank transfer

The Shipper may pay the relevant amount of each invoice by bank transfer the account held by Ontruck, which will always be included in the invoice issued by Ontruck.

Payment by bank transfer must be carried out within a maximum period of thirty (30) calendar days from the date of issuance of the invoice. Any exchange and bank charges shall be borne in any event by the Shipper.

7.3.2.3. Direct debit bank mandate

The Shipper may set up a direct debit for the payment of the invoices from an account it holds in any financial entity. In this case, the Shipper will have to provide, at least the following information: (i) First name, Surname, Address, and National Tax/Corporate Tax ID of the holder of the bank account from which the invoices will be paid via direct debit, (ii) IBAN, and (iii) direct debit mandate signed by the Holder or Legal Representative, although said authorisation may be granted directly through the Platform.

All management and banking expenses that may arise due to lack of funds, refusal and/or return of the bill, will be paid by the Shipper. Consequently, if any banking incident occurs due to causes attributable to the Shipper, Ontruck will have the right to charge a surcharge in accordance with the management expenses generated based on the bank rate in force.

7.3.2.4. Other means of payment

In addition to the means of payment indicated in the previous sections, the Shipper may choose to pay the corresponding amount through confirming or by issuing promissory notes. With the prior express consent of the Shipper, factoring may be used.

7.4. Default on payment

Failure by the Shipper to honour its payment obligation within the established period and, in any case, after thirty (30) calendar days from the date of issuance of the invoice, will entail the obligation on the Shipper to additionally pay 8% of the amount of the invoice as default interest, without any need for prior notice of expiration or claim by Ontruck.

In addition to the above, Ontruck will have the right to claim compensation for the collection costs of 40 euros, which will also be added to the invoice for management expenses without any need for express

request. If the damages suffered by Ontruck are greater than this amount, you can claim them provided it can prove them.

7.5. Assignment

Ontruck may contract third-party companies to manage on its behalf the collection of the invoices issued.

8. CLAIMS AND RESPONSIBILITIES

8.1. Claims

In the event of loss or damage to the goods that are the subject of the Carriage Service, the Shipper must submit a claim in writing to Ontruck within a maximum period of thirty (30) days from the incident or, where appropriate, from the receipt of the goods or within the applicable legal deadlines if these are shorter. For Ontruck to manage the claim, the POD must include a statement by the consignee of the reservations that are the subject of the claim, so that the POD includes the description of the loss or damage at the time of delivery.

If no reservations are made in the POD or in the corresponding document of carriage, it is presumed that the goods were delivered by the Carrier to the Consignee in perfect condition.

Likewise, the Shipper must provide Ontruck with the corresponding evidence within 72 hours of Ontruck's request (such as commercial invoice, purchase invoice, complaints, delivery note, damage certificate, inspection report or any other document that may provide details of the shipment or of circumstances of the loss) in order to prove that the damage to the goods in fact took place during the performance of the Carriage Service. In the event of insufficient evidence, an expert will be appointed on behalf of the Shipper to assess the damage to the goods.

The Client expressly declares that it is aware and accepts that it will not be able to claim against Ontruck for hidden damage to the goods after the seven (7) days for by law.

8.2. Limitation of liability

Any liability of Ontruck in relation to the provisions of this Contract will be limited to the direct damages that Shippers may suffer, expressly excluding loss of earnings, consequential damages, loss of profits, and any other indirect damages, the liability being limited to Ontruck, in any event, to the minimum amount provided by law (rules pursuant to the Land Transport Contract Act for National Services).

In the event of Force Majeure, Ontruck shall not be liable for any non-fulfilment of any of its obligations if this is due to events that are beyond its control.

Any and all costs due to Force Majeure, such as carriage, storage/warehousing charges, the rental of a warehouse or storage facility, insurance, etc. shall be borne by the Shipper.

Notwithstanding the foregoing, the Parties shall use all reasonable means so that the Force Majeure is concluded or to find a solution that enables it to meet the obligations undertaken.

9. DURATION AND TERMINATION OF THE CONTRACT

The Services Provision Contract between Ontruck and the Shipper commences with the filling in of the Shipper Order by the Shipper and concludes at the moment of delivery of the goods by the Carrier to the Consignee.

Notwithstanding the foregoing, the obligations arising from the status of User shall remain effective until the Shipper is no longer a User or Ontruck deregisters it from the Platform (from which time the Shipper shall not have the right to access or use its account).

10. PROTECTION OF PERSONAL DATA

All of the relevant information regarding how we use Users' personal data is to be found in the Privacy Policy, available at all times for your reference on our Website and in the App which is accepted by the User when registering with the Platform.

By using the Platform, the Shipper consents to the processing of their personal data and declares that all information or data that they supply to use are truthful and consistent with the facts. In addition, by providing us with the contact details, the Shipper grants their consent to Ontruck being able to use them for contact purposes.

Data will also be processed in a lawful, fair, transparent, adequate, relevant, limited, accurate and up-to-date manner. For this reason, Ontruck undertakes to adopt all reasonable technical and security measures to ensure that such data is deleted or rectified without delay when it is inaccurate or untrue.

In accordance with data protection regulations, you may exercise your rights of access, erasure, rectification, restrict processing, portability and opposition to the processing of your personal data, as well as waiving the consent given for the processing thereof, the request should be sent to the following e-mail address privacy@Ontruck.com.

11. CONFIDENTIAL INFORMATION

The Shipper undertakes to keep secret, even after the termination of the Contract, all confidential information that it may have obtained during the performance thereof. For these purposes, confidential Information, by way of example and without limitation, means any information of a business, technical, organisational or any other kind, of Ontruck, that the latter may provide for the performance of the Carriage Service. The Shipper will be responsible for enforcing said confidentiality obligation on its employees, assistants and/or dependants, bearing responsibility as its own for any breach thereby.

Furthermore, in the event that the Shipper, within the framework of the performance of the Carriage Service, has access to the personal data of Carriers that are necessary to perform it, the Shipper undertakes to:

- (i) Use the personal data to which it has access solely and exclusively to fulfil its obligations to Ontruck and to perform the Carriage Service.
- (ii) Observe and adopt whatever security measures are necessary to ensure the confidentiality, secrecy and integrity of the personal data to which it has access, as well as to adopt in the future whatever security measures are required by the laws and regulations intended to preserve secrecy, confidentiality and integrity in the automated processing of personal data.
- (iii) Not to transfer to any third parties under any circumstances the personal data to which it has access, not even for the purpose of their retention.

The duration of the confidentiality obligations set out in these general conditions shall be indefinite, and shall remain in force after the conclusion, for any reason, of the relationship between the Shipper and Ontruck.

The Shipper shall indemnify and hold harmless Ontruck against any claim or sanction that may be filed or imposed on Ontruck, in the event of breach by the Shipper of the obligations set out in this clause.

12. MISCELLANEOUS

12.1. Intellectual property

The industrial and intellectual property rights owned by Ontruck in respect of data, images, texts, or any other material or content that is transmitted, stored or published through the Platform, are and will continue to be Ontruck's property. In the same way, the Shipper states that it is aware and agrees that the Platform is the exclusive property of Ontruck and that, accordingly, Ontruck holds sole ownership of all the rights of any kind of industrial and intellectual property related thereto.

Ontruck acknowledges that the ownership of the name or title of the Shipper, and all the distinctive signs with which its products or services are distinguished in the market, belong and will continue to belong to the Shipper.

12.2. Amendments

Ontruck reserves the right, at any time and unilaterally, to modify, extend, suspend, or interrupt the service provided through the Platform or any part thereof, with or without prior notice. Likewise, Ontruck reserves the right to amend these T&C.

The User accepts that Ontruck will not be liable to it or to any third party for the above.

In compliance with the regulations currently in force, Ontruck offers information on all its services, their characteristics, and prices. However, Ontruck reserves the right to withdraw, replace or change the services offered through its Platform, by simply changing their content.

12.3. Notifications

All communications and notices that must be made to Ontruck pursuant to this Contractual Agreement, or that are related to it, must be made in writing, by postal or electronic mail, from the addresses indicated by the Shipper in the User Registration Form. leaving, in any event, proof that they have been sent and received.

12.4. Waiver

The lack of demand on the part of Ontruck for the strict compliance by the Shipper of any of the obligations undertaken in this Contract, or the lack of exercise by Ontruck of the rights or actions that it may be entitled to under this Contract, shall not entail any waiver or limitation in relation to said rights or actions, nor shall it release the Shipper from the obligation to fulfil such obligations.

No waiver by Ontruck of any right or action will take effect unless it is expressly formalised and communicated to the Shipper in writing.

12.5. Severability in the event of partial nullity

If any of the clauses included in these T&Cs are declared null and void by a final judgement issued by a competent authority, the remaining clauses will remain in force, without being affected by such a declaration of nullity.

12.6. Priority Language

The whole text of this Contract, as well as the Annexe, have been written in Spanish and English, both versions being deemed authentic, but for legal purposes the text in Spanish is to be given priority of interpretation.

12.7. Applicable law

This Contractual Agreement is governed by its own clauses and where not covered therein, by the laws of Spain that apply throughout the national territory.

12.8. Jurisdiction

The Parties agree to submit any and all litigious issues arising from or related to this Contractual Agreement or the use the Platform to the Spanish Courts and Tribunals of the city of Madrid, with express waiver to their own forum, if another forum applies to either of them.

The parties expressly waive submitting any dispute to the Transport Arbitration Boards, set forth in articles 37 and 38 of Law 16/1987, on the regulation of land transport, and other provisions in force that may apply.

ANNEX 1 - EXTRAS TO THE INITIAL PRICE

1. STANDSTILLS OR DELAYS IN THE GOODS LOADING AND/OR UNLOADING PROCESS

No. of pallets	Maximum Time	Extra (without VAT)
1 - 6 pallets or < 1500kg	From the first hour of stoppage and with a maximum daily indemnity of ten (10) hours.	Amount equivalent to twice (2,2 times) the daily/hourly IPREM ¹ per stoppage fraction.
7 - 14 pallets or < 3500kg		
15– 21 pallets or < 10000kg		
22 - 33 pallets or < 24000kg		

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Extra standstill day	Exactly amount to pay (without IVA)
Second standstill day	Amount equivalent to the first day increased (25%) per cent
Third standstill day	Amount equivalent to the first day increased (50%) per cent

The Carrier shall only be obliged to stand still for sixty (60) minutes after the arrival of the Carrier at the place of collection or delivery of the Goods.

Notwithstanding the foregoing, in the event that the Carrier does not have enough capacity in the tachograph card, the above limits will not be applicable, and the Carrier may desist from the performance of the Carriage Service, and no compensation shall be payable in favour of the Shipper in respect thereof.

For the purpose of calculating standstill time, the record to be followed will be the times logged in the Carrier's App. The start and end times that will be taken into account as the deadline for the start of loading and unloading tasks, as the case may be, shall be the times indicated by the Shipper when placing the Shipper Order (i.e. if the Carrier arrives at the loading point at 9:30 am but the loading start time indicated by the Shipper is 10 am, only the free time counting from the latter shall be counted).

In the event of arrival at the loading point up to thirty (30) minutes late with respect to the loading limit time indicated in the application, no amount will be charged for standstill, neither at the loading point nor at the unloading point.

2. LOADING AND UNLOADING OF GOODS

The Effective Shipper may request the Effective Carrier to carry out the loading and unloading, stowage and unstowage operations of the goods provided that it is explicitly stated in the Loading Order that these operations shall be carried out by the Carrier.

In this regard, and in the event that the Effective Shipper has quoted a shipment on the Platform and has not indicated the need to contract additional loading and unloading services, as well as stevedoring

¹ The IPREM is the Public Multiple Effects Income Indicator, which is approved annually by the General Budget Act. Penalties for Shipments greater than 15 pallets will be calculated based on the IPREM in effect from time to time; In any event, for these purposes, Ontruck states that the IPREM for the 2021 financial year stands at an amount of €19,30/day.

operations, on behalf of the Effective Carrier, these may be carried out as long as Ontruck is given prior notice and confirms its prior consent with the Effective Carrier. In these cases, the amount to be paid by the Effective Shipper will be recalculated to include these extra services.

In the same way, the need for the Carrier to carry a transpallet to carry out these operations must be expressly indicated in the Service Loading Order. In any case, the Effective Shipper must place the goods at the disposal of the Carrier at the place and time indicated in the Loading Order, assuming any liability that may arise from non-compliance with the above.

The new Price for the Transport Services will be automatically calculated by the Platform once the new coordinates and the main characteristics of the extra delivery or collection have been included, according to the following criteria:

- 1,20 €/per pallet

3. EXTRA COLLECTION OR DELIVERY (MULTI-ROUTE DELIVERIES)

The Shipper may request extra pick-ups and/or deliveries during the performance of the Carriage Service, however, they can only be made when Ontruck determines that all the factors and circumstances of the Service are favourable for it.

The new price will be automatically calculated by the Platform once the new coordinates and main features of the extra delivery or pick-up have been included.

4. GREATER VOLUME OF GOODS OR SUBSTANTIAL INCREASE IN WEIGHT OVER THAT STATED IN THE SHIPPER ORDER.

In the case of a larger volume of goods and/or greater weight (in an amount equal to or greater than 10% of the contracted weight for a specific Carriage Service), Ontruck will proceed to recalculate the Initial Price of the Carriage Service through the Platform, in which case the Shipper will be bound to accept the resulting Final Price, without the need for prior acceptance on its part.

Notwithstanding the foregoing, if the increase in weight entails the need to replace the vehicle originally planned to perform the Carriage Service, Ontruck will inform the Shipper of one of the following alternatives, so that the latter can choose one of them:

- The performance by the Carrier of the Carriage Service subject to the conditions originally provided and, in addition, the performance, by another Carrier and with another vehicle, of another Carriage Service to complete the part of the corresponding merchandise that could not have been transported with another Initial carrier. In this case, the Shipper must also pay the price in respect of the additional Carriage Service (which will be that set by the Platform).
- The replacement of the original vehicle and Carrier with a new vehicle that is suitable to handle the volume of cargo/weight, increasing the price of the Carriage Service by the corresponding amount (as derived from the App). To this amount, in any event, the corresponding figure must be added as a result of the cancellation of the transport in accordance with the planned rates.

The Shipper will notify Ontruck which of the two alternatives it chooses and, in the event that the Shipper does not accept any of the solutions offered, it will be bound to pay 40% of the Initial Price to Ontruck (even if finally, the Carriage Service is not carried out), all of the above as expenses and compensation for the damages caused.

5. CANCELLATIONS

Cancellation of the Carriage Service by unilateral decision of the Shipper, for reasons attributable to the Shipper or Consignee, or for other reasons beyond the control of Ontruck or the Carrier, will entitle Ontruck to demand payment of the Initial Price depending on the moment at which the Shipper, notifies Ontruck of its intention to cancel the Carriage Service, in accordance with the following parameters and with the maximum limit of the full value of the contracted Service.

In the event of cancellation of the service by the Carrier on the basis of force majeure or for reasons beyond its control (serious traffic congestion, demonstrations, roadblocks or inadequate road for heavy vehicle traffic, etc.), Ontruck will have the right to invoice the Shipper for the proportional part of the Initial Price.

5.1. Cancellations in direct deliveries

The Shipper may cancel its request for the Carriage Service at any time before the Service is accepted by a Carrier.

Once the Service is assigned to a Carrier, the amount of the cancellation will depend on the moment of cancellation:

Cancellation on the day before the Carriage Service is scheduled to start

Pick-up time of the goods	Cancellation window	Extra
00:00 – 13:00 (on the day the Service is carried out)	8:00 – 18:00 (on the day prior to loading)	15% of the Initial Price accepted for the Service

Cancellation after the Carrier has started the Carriage Service

Time of cancellation	Extra
En-route to origin	40% of the Initial Price accepted for the Service
Located at the point of origin	70% of the Initial Price accepted for the Service
Truck loaded or en-route to destination	100% of the Initial Price accepted for the Service

Additionally, in the event that the Shipper cancels the Shipment once it has been assigned to a specific Carrier (either through the Platform or by any other means) and there are fewer than 12 hours left for the pick-up time indicated in the Shipper Order, the Shipper must pay Ontruck a fixed amount of €20 for management expenses.

5.2. Cancellations in multi-route deliveries

For the purposes of calculating the amount to be paid by the Shipper, in the event that a multi-route shipment is totally or partially cancelled, the percentage of deliveries will be taken into account (if the shipment consists of 1 collection and several deliveries) or the percentage of collections (if the shipment comprises several collections and 1 delivery) already made. Thus:

Time of cancellation	Extra
In-route to origin	40% of the Initial Price accepted for the Service
No. of deliveries or pick-ups less than 50% of those contracted	40% of the Initial Price accepted for the Service

No. of deliveries or pick-ups greater than 50% of those contracted	100% of the Initial Price accepted for the Service
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In addition to the foregoing, in the cases in which the Shipper cancels the Service once it has been assigned to a specific Carrier (either through the Platform or by any other means) and there are fewer than 12 hours left for the pick-up time indicated in the Shipper Form, the Shipper must pay Ontruck a fixed and invariable amount of €20 for any expenses generated.

6. REVERSE LOGISTICS (REJECTIONS/RETURNS)

In cases involving reverse logistics, which means the return of goods to the place of origin or carriage to a warehouse/storage facility by the Carrier contracted by Ontruck due to rejections, returns or any other cause attributable to the Shipper, Ontruck will create a new Shipper Order in order to preserve the traceability of the goods at all times.

The extra costs that will accrue in cases of reverse logistics are as follows:

Rejection or return in full	A surcharge of 70% will be added to the Initial Price of the Carriage Service
Rejection or partial return	The immediate quotation price will be added to the Initial Price of the Carriage Service calculated via the Platform

In the event that the return has to be carried out to a local warehouse/storage facility, the additional mileage costs set out in section 2 of this annex will apply.

7. HANDLING:

Ontruck offers Shippers the additional goods handling service, consisting, solely and exclusively, in the Carrier transferring and/or collecting pallets at some point away from the bay or loading/unloading point. In this regard, “loading/unloading point” means the transfer from the side of the truck to the loading or unloading bay, as well as: all handling other than that specified in the previous section and that entail additional work by the Carrier. These cases are, by way of example and without limitation:

- Palletising, depalletising or strapping.
- Handling of transport units such as crates or objects smaller than a pallet to premises located at heights/apartments/offices.

The price related to additional handling to be included in the Final Price to be paid by the Shipper, is €30 per hour (excl. of VAT).

In any event, the total costs deriving from this additional handling will be calculated, set and communicated via email by Ontruck to the Shipper once the Carriage Service is complete.

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