



## **GENERAL CARRIAGE CONDITIONS**

### **1. Definitions:**

For the purposes of these general conditions, the terms listed below have the following meaning and scope:

- 1.1. "ITERARTIS" - means the company ITERARTIS - SERVIÇOS PARA MUSEUS E TRANSPORTES DE ARTE, LDA., as well as its employees, agents and sub-contractors;
- 1.2. "Goods" - any object, packaging, packet, bag, bulk or freight delivered to and accepted by ITERARTIS for Carriage purposes;
- 1.3. "Carriage" - includes all operations and acts performed by ITERARTIS leading to the transfer of Goods from one place to another, under the contract governed hereby, specifically including collection/reception, treatment, loading, unloading, distribution and delivery of the Goods;
- 1.4. "Customer" - the sender and the receiver of the Goods, the bearer of the consignment note/ waybill and the owner of the Goods or any other person or entity that holds any rights thereto.

### **2. Application of these general conditions:**

- 2.1. By delivering the Goods to ITERARTIS for Carriage, the Customer accept, on its own behalf or on behalf of any third party who has any rights to the Goods, these general conditions, even if it has not signed the consignment note/ waybill in which they are affixed.
- 2.2. These general conditions are also binding upon any entity to whom ITERARTIS entrusts the act of transport or deliver the Goods to the Customer.
- 2.3. In the event of contradiction between these general conditions and any written provisions individually agreed between the Customer and ITERARTIS, the latter shall prevail.

### **3. Risk:**

- 3.1. ITERARTIS shall not be liable for consequential or incidental damages (including loss of profits, loss of markets, loss of use of the object or loss of business opportunity) arising from loss, misdelivery, damage or delay in delivery of the Goods.
- 3.2. The Goods transported always travels at the risk of the Customer, unless the loss, misdelivery, damage or delay in delivery of the Goods is a result of wilful misconduct or gross negligence of ITERARTIS.
- 3.3. ITERARTIS shall not be liable if the Goods or part of it get lost, misdelivered, damaged or delayed as a result of circumstances beyond its control or acts or omissions by the Customer or a third party.
- 3.4. In particular, ITERARTIS shall not be liable for misdelivery, damage, delay or loss arising from acts of God or force majeure, including war, hostilities, invasion, riots, rebellion, revolutions, sabotage, terrorism, nuclear explosion and radioactive or chemical contamination, nationalizations, expropriations or embargoes, acts of piracy and natural disasters such as violent storms, tsunamis, cyclones, earthquakes, explosions, fires and volcanic eruptions.
- 3.5. In situations where the package, preparation or packaging of the Goods is not performed by ITERARTIS and, therefore, not being able to check the conditions of the Goods, the Customer assumes sole responsibility for the sufficiency and suitability of the package, preparation and packaging of the Goods.
- 3.6. Notwithstanding the provisions hereinbefore, the due compensation for loss (total or partial) or damage of the Goods shall not exceed the following limits: (I) € 10.00 per kilogram of gross weight of Goods missing for domestic carriage of goods by road; (II) 8.33 units of account per kilogram of gross weight of the Goods missing for international carriage of goods by road.

- 3.7. Notwithstanding the provisions hereinbefore, in the event of damage caused by railway, shipping, air companies or any other intermediary, intervening in the execution of the Carriage, ITERARTIS responsibility shall never exceed that those companies assume for themselves.
- 3.8. The Goods that, for any reason, have to remain on ITERARTIS premises or warehouses, they will remain there for account and risk of the Customer, unless otherwise agreed in writing by the parties.

#### **4. Conditions of Carriage:**

- 4.1. ITERARTIS can perform the Carriage directly by itself, its employees and instruments or by sub-contracting, partially or entirely, companies or individuals to which, in either case, these general conditions applies.
- 4.2. ITERARTIS shall choose, as it sees fit, the route and mode of transport of the Goods.
- 4.3. The presentation of any document or formalities required by customs or other authorities of the recipient countries is the sole responsibility of the Customer, which is also obliged to pay any tax, fee or contribution required by customs or other authorities due to the Carriage.
- 4.4. In particular, the Customer is responsible for complying with national or international rules applicable to the safeguard and protection of cultural heritage and circulation of cultural goods that are being carried.
- 4.5. The Customer undertakes to prove the existence, accuracy and sufficiency of the documents required to comply with customs or other authorities formalities, whenever requested by ITERARTIS.
- 4.6. The Customer is responsible to ITERARTIS for all damages arising from the absence, insufficiency or irregularity of the documents required to comply with customs or other authorities formalities and the information provided to ITERARTIS.
- 4.7. If the Goods are refused at the destination or for any other reason that is not attributable to ITERARTIS, the Goods cannot be delivered, ITERARTIS shall report to the Customer the circumstances preventing delivery as soon as possible.

#### **5. Insurance:**

- 5.1. Whilst the Goods carried always travel for account and risk of the Customer, ITERARTIS may hire at the Customer's request and expense an insurance company to cover the Goods against those risks.
- 5.2. For the conclusion of the insurance contract aforementioned in paragraph 5.1., the Customer undertakes to declare in advance and in writing to ITERARTIS the value of the Goods. The Customer also assumes the responsibility for its declaration and undertakes to submit it to the insurance company in the event of a claim.
- 5.3. In the situation referred to in paragraph 5.1., the Customer undertakes to reimburse the ITERARTIS the expenses it has incurred with insurance purchase, within five days after the documents proving such expenses are submitted.
- 5.4. The Customer may also purchase on its own initiative and responsibility an insurance to cover risks of carriage.
- 5.5. In the situation referred to in paragraph 5.4., the Customer undertakes to ensure that the transport insurance contract includes a provision under which the insurance company expressly waives any right against ITERARTIS (within the scope of paragraph 1.1.) to subrogation of the Customer/insured rights as a result of compensation of a claim, unless it has arisen from wilful misconduct or gross negligence of ITERARTIS.
- 5.6. Should the Customer choose not to purchase any transport insurance, that shall be expressly declared in writing to ITERARTIS.

**6. Lien:**

**6.1.** Pursuant to Article 755(1)(a) of the Civil Code, ITERARTIS has the right of lien on the Goods for any amount due or obligations of the Customer arising from the contract of carriage and these general provisions.

**7. Severance:**

**7.1.** Should any provision of these general conditions is held to be void, voidable or unenforceable, the other provisions shall remain in full force and effect.

**8. Applicable law, jurisdiction and court:**

**8.1.** In all that is not expressly regulated in these general conditions, the following shall apply: (i) Decree-Law No. 239/2003 of October 4th for domestic carriage of goods by road; (ii) Convention on Contracts for the International Carriage of Goods by Road (CMR) for international carriage of goods by road.

**8.2.** For the resolution of all issues arising from the interpretation, validity and performance of the contract of carriage to which these general conditions are related, the parties choose exclusive jurisdiction of the North Lisbon Judicial District Court and instances and sections within territorial jurisdiction of the municipality of Vila Franca de Xira, where ITERARTIS has its headquarters.

**8.3.** Pursuant to Article 229 of the Code of Civil Procedure, the address given by the Customer is valid as domicile of choice in the event of legal dispute.