

TERMS AND CONDITIONS

Status: 30.01.2019

General Terms and Conditions of ITA Shipping S.L.U., hereinafter referred to as: LetMeShip

1. Area of application

These General Terms and Conditions ((hereinafter "T&Cs") are an integral part of all contracts concluded with LetMeShip via the booking platform operated by LetMeShip. The special conditions contained in clause 24 of these T&Cs shall take precedence over the other regulations in these T&Cs for contracts subject to the regulations stated in that clause.

The booking platform can be accessed online at the Internet address <http://www.letmeship.com/es>. These T&Cs apply regardless of which user interface is used for the booking platform; they also apply in particular if access to the booking platform is not via a browser, but via a software interface from another program.

Insofar as LetMeShip commissions a carrier for transport with the knowledge of the customer, the general terms and insurance conditions shall apply in the version that is valid at the time the order is placed, in addition to LetMeShip's T&Cs. In the event of deviations, the regulation that is more favourable to LetMeShip shall apply in each specific case.

2. Relationship to other regulations

In the event that the provisions of these T&Cs deviate from statutory provisions or applicable binding international agreements, the provisions of these T&Cs shall take precedence by virtue of Art. 1255 of the Civil Code (hereinafter "Civil Code"). In addition, the relevant statutory regulations and the relevant regulations of international agreements shall apply, e.g. [the International Convention on the Contracts for the Carriage of Goods by Road \(CMR\)](#), [the Montreal Convention](#), [the Convention concerning International Carriage by Rail \(COTIF\)](#) etc.

The T&Cs of LetMeShip and the relevant conditions of the carriers shall take precedence over any terms and conditions of the customer. Conflicting terms and conditions of contractual partners are only valid if LetMeShip has explicitly agreed to their application in writing. LetMeShip hereby explicitly rejects any reference to the contract partner's own terms & conditions.

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3. Booking procedure and conclusion of contract

The customer as Sender has the possibility to conclude contracts for the provision of transport services via the booking platform.

The platform offers an input mask in which the customer can enter the shipping specifications (e.g. pick-up and delivery location, dimensions, weight, desired pick-up and delivery date) for the shipment of one or more packages. Based on the customer's request, LetMeShip lists the available individual shipping conditions (especially prices, estimated shipping time), together with the respective national and international transport company, courier and express company that would be commissioned by LetMeShip as the carrier depending on the shipping method.

By selecting a list entry and clicking the order button, the customer submits a binding offer to LetMeShip. A contract is only deemed concluded upon receipt of an order confirmation from LetMeShip. The sending of a dispatch label for the respective order to the customer is considered an order confirmation; this also applies if the respective carrier issues the dispatch label.

Transport contracts for goods that are excluded from transport according to section 5 shall not enter into effect.

LetMeShip and their carriers are not obliged to verify the correctness of information provided by the Sender.

4. Carriers

LetMeShip commissions the transport company selected by the customer according to clause 3 of these T&Cs as the carrier to carry out transport services.

5. Goods that are excluded from transport

With the exception of special deliveries that are individually agreed upon with the Sender, the following goods are excluded from transport:

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- goods that are subject to national or international regulations concerning dangerous goods (e.g. by IATA);
- goods that due to their nature or packaging may pose a threat to human beings, other transported goods or other things
- goods that require special safety measures or official approval;
- goods whose shipment, transport or storage is banned in the sending, destination or in a transit country or is a violation of export or import bans or any other legal regulations;
- prohibited articles as defined in the Annex to Regulation (EC) No. 2320/2002 of the European Parliament and the Council dated 16th December 2002 on common rules in the field of civil aviation security (Regulation (EC) No 2320/2002);
- means of payment, telephone and prepaid cards, pecuniary documents and transferable securities (e.g. money, credit cards, cheques, savings books, bills of exchange, securities);
- items of extraordinarily high value (e.g. works of art, unique items, antiques, securities, precious stones, precious metals, genuine pearls, postage stamps, coins);
- all types of motor vehicles;
- live animals and plants, animal remains, human body parts or mortal remains;
- narcotics and pharmaceuticals, weapons and explosives, food products and alcohol, frozen goods, tobacco products;
- radioactive substances and nuclear fuel (if in excess of statutory exemption limits);

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- weapons and ammunition (with the exception of hunting and sports weapons and ammunition);
- explosive goods pursuant to established by Title III of the Regulation on the Admission, Handling and Storage of Dangerous Goods at Ports;
- medicines and drugs to which Royal Decree 1194/2011, of 19 August, which establishes the procedure for a substance to be considered a narcotic drug at the national level, applies;
- glass, porcelain etc. and delicate electronics, used or damaged goods;
- mobile phones;
- goods that are of low value in themselves but whose loss or damage may lead to significant consequential damage (e.g. data carriers with sensitive information);
- consignments with the postage “freight collect”.

No valid transport contract shall enter into effect for items that are excluded from transport.

Perishable or temperature-sensitive goods that are not excluded from transport due to the provisions listed above shall be transported at the Sender's risk; there shall be no special handling.

Document shipping is not available for consignments that require a customs declaration. Goods shipping must be selected for such goods.

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6. Prices, due date, customer default

The prices agreed in each case apply to the transport of the package(s) with the specifications provided by the customer. The transport prices calculated by LetMeShip and contractually agreed are based on the information provided by the Sender during the booking process.

If the specifications of the consignment differ from the information provided by the customer in the booking process, the customer shall owe the price resulting from the actual consignment specifications in the price list of the carrier designated by the Sender on the day of booking, provided that this price is higher than the price calculated in the booking process. As a rule, LetMeShip grants a discount on the list price even in this case of retro-billing, but the customer is not entitled to such a discount.

The agreed prices do not contain government fees, customs duties, tax or any other duties.

Payment of the agreed prices for the transport is due immediately after completion of the respective booking.

If the customer does not pay within 7 days after the due date and receipt of an invoice, they are in default without the need for a reminder. The invoice is considered received three working days after the invoice date, unless another date is proven by the Sender or the Recipient. LetMeShip is obliged to send the invoice no later than the day following the invoice date.

In the event of default, the customer is obliged to pay the statutory default interest.

Cash on delivery services are not available.

7. Expenses

LetMeShip is entitled to a lump-sum reimbursement of expenses for the following services per individual case to the amount specified, plus the statutory value added tax:

- Invoice correction due to customer number entered incorrectly by the customer:
EUR 7.50

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- Invoice in paper form at the customer's request:

EUR 2.50

- Subsequent bookings that are not made via the LetMeShip portal:

EUR 5.00

- Customs clearances:

EUR 2.50

If LetMeShip is liable to third parties for government fees, customs duties, taxes and other charges in connection with the transport of the customer's cargo, the customer shall release LetMeShip from this liability. This does not apply to fines, penalties or other public payment obligations that are not attributable to the customer.

If a shipment cannot be delivered, the customer shall bear all costs arising from the return or disposal and shall release LetMeShip from such costs.

In all other respects, LetMeShip is entitled to reimbursement of expenses in accordance with the statutory provisions.

8. Additional services

If the customer commissions or arranges for further expenses or services, e.g. proof of delivery, insurance, transport in case of oversized goods, preparation of an export declaration etc., they shall reimburse LetMeShip the prices charged by the respective carrier, which are based on the carrier's current price lists.

Collection and delivery is generally not available on Saturday, Sunday and public holidays.

9. Obligations of the Sender

The customer or a third party is obliged to keep the consignment ready for dispatch at the contractually agreed collection time or the collection time specified by LetMeShip and to hand it over at an easily accessible location.

Articles 24 and 25 of the Law 15/1009, of November 11, on the contract of ground transport of goods must be observed. The goods are to be packed by the customer in such a way that no damage can occur to packages, including those of third parties, during the normal course of things, provided these are also properly packed.

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In particular, the number, weight and dimensions of the packaged consignment must correspond to the information provided to LetMeShip and must not be an object excluded from transport within the meaning of section 5.

At the request of LetMeShip or the carrier used by LetMeShip, the Sender is obliged to issue a consignment note. In this respect, the statutory provisions apply.

The recipient's address must be specified in the shipping order and on the consignment note, written in the way that is customary for the country of destination.

Shipments for which only a PO Box, a parcel station or similar depot is indicated do not entitle the customer to shipment, but LetMeShip still reserves the right to carry out shipment.

The Sender undertakes to inform LetMeShip and its carriers of all special, non-obvious characteristics of the consignment which are likely to have a significant effect on the provision of the service.

The Sender authorises the carrier that is commissioned by LetMeShip to carry out the required customs procedures. LetMeShip is entitled to grant authorisation to the respective carrier. The Sender is obliged to provide LetMeShip and the carriers with all information required to complete the customs formalities and to provide the necessary documents.

The Sender must attach to the cargo all documents and information required in each individual case and ensure that they comply with all applicable customs regulations and the Sender must provide LetMeShip and its carriers with the necessary information and documents required to comply with customs regulations during transport.

10. Transport obligation

The customer is entitled to transport of the respective transport goods.

The customer is not entitled to transport of the transport goods if the recipient is a natural or legal person or an organisation that is on a list of sanctions and embargoes of the Kingdom of Spain or an intergovernmental or supranational organisation

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recognised as binding by the Kingdom of Spain. The customer also has no claim to transport of the transport goods if the respective goods are a consignment excluded from transport within the meaning of these T&Cs (section 5) or within the meaning of the terms of use for the shipping platform.

11. Delivery times

The shipment times determined via LetMeShip are stated in working days (Monday to Friday) and are of an indicative nature, unless a particular delivery date is explicitly agreed, e.g. express deliveries. If a certain delivery period is expressly agreed, it begins with the actual acceptance of the consignment by LetMeShip or the respective carrier, unless the acceptance of the consignment is delayed for reasons for which LetMeShip or the respective carrier is responsible.

12. Non-acceptance or abandonment of transport

LetMeShip and their carriers reserve the right to exclude from transport any consignments that contain items for which the customer is not entitled to transport, to abandon the transport of such consignments and/or to hand these over to official bodies.

This shall also apply for consignments whose contents or packaging poses a threat to human beings or means of transportation or that may cause damage to other transported goods.

13. Performance of transport

LetMeShip and their carriers are free to choose the route, means and type of transport, including in deviation from the specifications included in the consignment note.

Permitted dimensions, weights, prices and services are based on the scope of services and the mode of transport selected by the Sender.

Instructions issued by the Sender after a consignment has been handed over do not have to be observed. Rights that, by regulation, may correspond to the client in relation to said subsequent instructions, as well as the provisions regarding the conditions of transport and delivery, will not be applicable

LetMeShip is not obliged to verify whether a consignment contains items that are excluded from transport or contains perishable or temperature-sensitive goods or whether it requires a customs declaration.

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14. Right of inspection and correction

LetMeShip, its carriers, regulated agents within the meaning of Regulation (EC) No. 2320/2002 and any state authority, in particular the customs authorities, are authorised, but not obliged, to open and inspect the consignments handed over if there is a justified interest in doing so or if there is a risk of delay.

LetMeShip reserves the right to correct any detected weight or volume deviations in the consignment note. The Sender's sole liability for the correctness of their declarations shall remain unaffected.

15. Delivery

LetMeShip is obliged to deliver the consignment to the recipient or to the recipient's authorised representatives if they can prove their power of representation. The consignment shall be delivered, with exempting effect for LetMeShip, to any person that is present at the recipient's business or private household address that is specified as the destination address, provided that there is no justified doubt as to their authority to receive the goods. Shipments to recipients in shared facilities (e.g. hospitals) may be handed over to employees of the facility with discharging effect. If the recipient of a consignment is a natural person and not a merchant, the consignment may also be delivered with discharging effect to immediate neighbours of the recipient.

If neither the recipient nor a person representing the recipient who is able to prove their right of representation can be found at the recipient's premises during a delivery attempt and if no other delivery with discharging effect is made, this delivery attempt shall be deemed to have failed. In this case, either another delivery attempt shall be made or the recipient shall be notified of the failed delivery and of a possibility of picking up the consignment within a reasonable period. This depends on the conditions of the respective carrier commissioned by LetMeShip.

The proper delivery can also be proved with the digital signature of the recipient or another person to whom the item can be handed over with discharging effect or the digital reproduction of such a signature.

If the consignment cannot be delivered to the recipient or a proven representative thereof due to reasons beyond LetMeShip and its vicarious agents' control, the consignment shall be considered undeliverable. Undeliverable consignments shall be returned to the Sender at the Sender's expense. Upon LetMeShip's request, the customer is obliged to immediately collect undeliverable shipments from the place where they are located.

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If an undeliverable shipment cannot be returned to the Sender, LetMeShip shall be considered as depositary and shall have the right to retain as a pledge in accordance with article 1780 of the Civil Code. According to article 1859 of the Civil Code, LetMeShip will not have be available of the object of shipment. However, in accordance with Article 1872 of the Civil Code, it will be entitled to transfer the object through a notary.

16. Right of lien and retention

LetMeShip has a lien and a right of retention on all goods or other values under its control on account of all claims arising from other freight contracts concluded with the Sender, whether based on the freight contract or undisputed claims. The right of lien and retention shall be limited to the statutory right of lien and retention. According to article 1859 of the Civil Code, LetMeShip will not have be available the object of shipment. It will be entitled to transfer the object through a notary within the period of two weeks from the notice to the client of the warning about the transfer.

17. Liability of the Sender

The Sender shall be liable for any direct and indirect damages that arise for LetMeShip or their carriers due to the Sender handing over consignments that are excluded from transport (section 5) or due to their culpable failure to fulfil their cooperation duties (section 9) at all, correctly or in full, unless the Sender is not responsible for the breach of duty.

The obligation to pay compensation includes any fines, penalties and costs for legal defence. In addition, the Sender is liable for all direct and indirect damages resulting from their culpable breaches of duty, especially in the case of breaches of duties arising from these T&Cs, unless the Sender is not responsible for the breach of duty. The liability also extends to the conduct of the Sender's agents and vicarious agents and to the fact that the Sender is entitled to carry out the transport of the consignments.

The Sender shall exempt LetMeShip from any claims of third parties, if and insofar as such claims can be attributed to the fact that the Sender has violated their duties and obligations according to these T&Cs or if a third party asserts rights to the consignment.

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In case of deviations, the Sender is obliged to reimburse LetMeShip for any additional costs that may arise.

18. Liability of LetMeShip

LetMeShip is liable for the total or partial loss or damage of the consignment during transport as well as for exceeding the delivery deadline, subject to mandatory legal provisions, in accordance with the following paragraphs:

For contracts for shipment of a consignment, LetMeShip's liability in the event of loss, partial loss or damage to the consignment shall be limited to 2 special drawing rights (SDR) per kilogram gross weight.

A special drawing right is the unit of account used by the International Monetary Fund. The amount in euros is based on the value of the euro on the day the consignment was accepted for shipping or on a date agreed upon by the parties. The value shall be determined in accordance with the method of calculation used by the International Monetary Fund for its operations and transactions on the day in question.

Liability for non-compliance with delivery times is limited to three times the value of the cargo. Liability for non-compliance with delivery times shall be excluded for letters and letter-like consignments.

If and to the extent that the carrier designated by the Sender grants the right under certain conditions to reclaim the freight price in whole or in part, LetMeShip hereby assigns to the Sender in advance all claims in this respect against the carrier, provided that the contractual or legal requirements for the claim are met. The conditions under which the carrier grants freight reimbursement can be viewed at LetMeShip or taken directly from the terms and conditions of the respective carrier.

[DHL international](#)

[TNT / FedEx](#)

[UPS](#)

[DPD / Seur](#)

[Correos](#)

Liability of LetMeShip for damages during transport of consignments that are excluded from transport (section 5) shall be excluded. LetMeShip is also not liable for any damage that occurs due to insufficient packaging by the Sender. Furthermore, liability shall be excluded for damage caused by third parties, force majeure, atmospheric

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influences, failure of appliances, impact by other goods, damage due to animals, changes that occur naturally to the transported goods, aggravated theft or robbery, unless evidence can be provided that LetMeShip has culpably caused the damage.

The compensation of all damages exceeding the direct damage, in particular for indirect damages and consequential costs, such as purely economic losses, loss of profit, loss of business opportunities or loss of turnover as well as expenses for compensation, is excluded. The legal disclaimers and liability restrictions such as Articles 32.2, 48 and 49 of Law 15/2009, of November 11, on contract of ground transport of goods and article 17 section 4 and article 18 of the CMR, as well as any other legal exoneration shall also apply. Furthermore, LetMeShip shall not be liable for damage caused due to the inspection of a consignment, provided that such an inspection is legally permitted.

LetMeShip is not liable for any action or omission of the customer or the customs authorities.

Relief from and / or restriction of liability regarding direct or indirect damages shall not apply, if and to the extent that a damage is the result of careless or wilful injury to life, the human body or health or in the event that an essential contractual duty was carelessly or wilfully violated by LetMeShip. Essential duties in this context shall refer to such duties that are intended to protect the Sender's legal positions that are significant to the contract, i. e. without which performance of the contract would not be possible and compliance with which the Sender regularly relies on and may rely on (cardinal duties). LetMeShip is also liable for its legal representatives and vicarious agents, including in particular the carriers used by LetMeShip.

In addition to determining safety standards for shipments, the specification of the value of a consignment to LetMeShip is required for verifying value thresholds for customs purposes. Specification of the consignment's value does not increase liability and it is also not considered a declaration of the Sender's particular interest in the consignment.

Depending on the selected mode of shipment, the Sender can take out transport insurance by paying an appropriate additional charge or instruct LetMeShip to take out appropriate insurance on behalf of the Sender and on their account. The insurance covers the Sender's interest in the respective conditional consignment against the risks of loss and damage with the agreed sum insured per consignment. In case of doubt,

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the insurance conditions of the respective carrier shall apply, which can be viewed via the multi-user platform.

19. Assertion of claims

Notifications of damage must be made in text form within the statutory periods and, in the case of separately insured shipments, immediately after delivery. The damage incurred must be specifically described and verified by suitable documents.

If the consignment is not delivered, the damage must be reported immediately, as soon as the goods are to be considered lost. This is the case if it is not delivered within the delivery period or within a further period corresponding to the delivery period, but at least twenty days, or thirty days in the case of international consignment.

In order for LetMeShip to examine a claim for damages, the Sender must make the contents, shipping cartons and packaging of the consignment available to LetMeShip or, on the instructions of LetMeShip, to the respective carrier for inspection.

20. Transfer and offsetting of claims

The Sender does not have the right to transfer any claims against LetMeShip to third parties. Offsetting claims of the customer against LetMeShip is excluded, unless these claims are undisputed or legally binding.

Insofar as LetMeShip is liable to the customer for damages, the customer hereby assigns to LetMeShip in advance any claims to which he is entitled against third parties arising from the circumstances giving rise to liability.

21. Limitation period

Any claims regarding the shipment shall lapse pursuant to Article 79 of Law 15/2009, of November 11, on the contract of ground transport of goods, or in the case of cross-border transportation pursuant to the respective convention (e.g. art. 32 of the CMR). The statutory limitation periods shall apply for any claims that are not subject to the aforementioned limitation periods.

22. Data protection

LetMeShip guarantees that the personal data arising in connection with the transport will only be collected, processed, stored and used in connection with the processing of the contractual relationship. LetMeShip is entitled to transmit the data to partners

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commissioned by LetMeShip to carry out the order, insofar as this is necessary in order to fulfil the rights and obligations arising from the contractual relationship. LetMeShip guarantees that the valid data protection regulations are complied with. Further details follow from the [Privacy Policy](#).

23. Applicable law and jurisdiction

Substantive Spanish law shall apply for any disputes that arise from and in connection with the contract, to the exclusion of any conflict of laws.

The sole place of jurisdiction for all disputes is Madrid.

24. Severability clause

Should any provision of these T&Cs be or become invalid, either in part or in full, the effectiveness of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same applies to loopholes.

25. Special conditions of LetMeShip SaaS

For customers with a "LetMeShip SaaS" contract, the following deviations and additions apply:

The conclusion of a "LetMeShip SaaS" contract requires that the customer maintains existing framework agreements with one or more transport companies with which LetMeShip cooperates (hereinafter: Contractual Companies).

Insofar as the customer's entries on the booking platform indicate the shipping conditions of a customer's contractual company, these conditions are based on the respective general agreement between the customer and the contractual company.

If the customer initiates an order with a contractual company during the booking process, this does not constitute an offer to LetMeShip, contrary to clause 3 of these T&Cs, but a declaration to the respective contractual company. In this case LetMeShip acts as a messenger and receiver for the customer and for the contractual company.

Notwithstanding clause 2 of these T&Cs, the T&Cs of the contractual company take precedence over these T&Cs for contracts concluded in this way (hereinafter: SaaS freight contracts) with the contractual company.

Clause 4 of these T&Cs shall not apply to SaaS freight contracts, as in such contracts the contractual company acts directly as carrier towards the customer.

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With SaaS freight contracts, LetMeShip is not responsible for transporting the shipment, but for the automated transmission of the respective declarations of the customer and the contractual company via IT interfaces. LetMeShip is only liable in the event of incorrect or omitted transmission of the respective declarations due to technical unavailability of the IT infrastructure provided by the respective contractual companies if LetMeShip or its vicarious agents are responsible for the technical unavailability. The contractual companies are not considered LetMeShip's vicarious agents.

Notwithstanding clause 8 of these T&Cs, Saturday, Sunday and holiday pick-ups may also be agreed within the framework of SaaS freight contracts.

Insofar as deviating provisions have been made in a SaaS contract, these provisions shall take precedence over the provisions in these T&Cs, including those of this clause 24.

In all other respects, the regulations contained in these T&Cs with respect to carriers shall apply mutatis mutandis with respect to the contractual company, insofar as the T&Cs of the contractual company do not contain any applicable regulations.