

Invoicing requirements

FORMA DE PAGO: 60 días desde fecha recepción factura.

La recepción de la factura deberá ser antes del **día 30 del mes** en el que se finalice el servicio, y siempre dentro de los **7 días hábiles** transcurridos desde tal finalización.

El pago se realizará mediante transferencia bancaria a la cuenta facilitada por el Transportista.

No se aceptará confirming bancario como método de pago.

(No es necesario el envío de documentos originales por correo postal)

PAYMENT METHOD: 60 days after invoice reception time.

Invoice receipt deadline is **the 30th of the month** within the service was complete, and not after the following **7 business days** from end of service.

Payment to be done via bank transfer to the account provided by carrier.

Any charge upfront version will not be allowed.

(Mail delivering of original documents is not needed)

PARA PODER FACTURAR EL SERVICIO, es imprescindible que previamente a la factura recibamos:

1. Certificado de estar al corriente de pagos con la SEGURIDAD SOCIAL,
2. Declaración responsable de estar al corriente de PAGOS con sus EMPLEADOS.

A Prior to invoice up-to-date copy of the following is mandatory FOR SERVICE TO BE INVOICED:

1. Certificate of TAX and SOCIAL SECURITY payments,
2. Affidavit of PAYMENT of wages to EMPLOYEES.

IMPORTANTE: En el supuesto de que el precio acordado sea inferior a los costes efectivos del transportista, este deberá informar por escrito a EINSA Sourcing antes de la aceptación, pudiendo en este caso EINSA Sourcing desistir de la presente contratación. En caso de aceptar el servicio sin haber hecho esta comunicación previa, se entenderá que el precio cubre todos los costes efectivos del transportista.

WARNING: *In the event that agreed price is lower than total costs for the carrier the EINSA Sourcing team must be reported in writing prior to the agreement, being able to desist from this contract otherwise. In case of accepting this service without this prior notification we will take for granted price covers all total costs for the carrier.*

Terms & conditions

The carrier, at a domestic or international level within the framework of a service provision relationship, undertakes to comply with the following except whether a written consent from the EINSA Sourcing team exists:

To be in possession of an up-to-date transport license, all necessary permits and an ADSp/CMR-insurance covering (maximum liability).

To fully custody the goods and documentations during the entire process, the security of freight and against theft of those which must be reported immediately to the responsible area-police and to the *EINSA Sourcing team*.

To ensure compliance with all legal regulations and official requirements and any applicable trading practice, particularly regarding to cabotage works within the EU territory, time of driving and rest, weight control of freight and also to contracts and fair remuneration of employees, taxes payment and safety and health. All international transport is managed under the Convention on the Contract for the International Carriage of Goods by Road (CMR) conditions, the LCTT and LOTT national regulation in Spain and the RHA conditions within the UK.

The non-contracting of third-parties such as subcontractors, freelancers or agency workers or any other auxiliary person not related to this service.

To strictly maintain the confidentiality about all information and documents regarding customers, shippers/consignees of goods, features of goods etc., and any communication with shippers/consignees of goods.

To avoid any direct communication with loaders and consignees, any handling, transshipping, re-storing or whatever work involved the freight before it is offloaded.

To provide with an exclusive vehicle for this service so that transporting third-party customers' goods is entirely prohibited.

To update a vehicle location (GPS screenshot), from the moment it starts moving from supplier's house when requested, or to give a full access to a supplier's GPS tracking application.

To ensure a fully trained and competent employees to undertake their work in a safe and proper manner to meticulously fulfill the collection and delivery site procedures. If driver is a worker from outside the EU, must travel with a fully translated copy of the current employment contract.

To check and record any temperature-controlled freight and attach a copy of the temperature readings which is to accompany the invoice, when required.

Failure to comply with any of these terms and conditions may result in reduced/nonpayment as well as claims for consequential loss and removal from our Carrier List.

In the case of service failure like when vehicle is not supplied on time for loading or offloading processes or a lack of licenses or documents occurs, a failure penalty fee in amount of 200.00 EUR plus the same amount per each 12 hours delay could be charged. The lack of necessary documents is considered as a service failure as well. This amount would be deducted from payment.

EINSA Sourcing reserves the right to cancel this order with reasonable prior notification without any consequences.

Operating conditions

INDIVIDUAL PROTECTION EQUIPMENT AT FACILITIES

Mandatory from before leaving the vehicle:



USO OBLIGATORIO
DE CHALECO
REFLECTANTE



ES OBLIGATORIO
EL USO DE BOTAS

Reflective vest and safety footwear

RIESGOS

1. Entrapment between objects.	10. Collision with static objects.
2. Entrapment from machine tipping over.	11. High temperature contacts.
3. Vehicle outrages or blows.	12. Blowing/cutting with objects or tools.
4. Detached objects falling.	13. Fluid spurting.
5. Handling objects falling.	14. Ergonomic issues.
6. Dropping to same level.	15. Psycho-social or organisational aspects.
7. Dropping to different level.	16. Overexertions.
8. Contact with hazardous or corrosive substances.	17. Vibrations.
9. Exposure to electrical contacts.	18. Fire.

A. @ COLLECTION site:

Every supplied vehicle must bring to loading point the necessary security stowage devices to properly ensure the load is secured, such as straps, anti-slip mats, edge protectors, seal cord and a full set of side boards.

Driver must VERIFY the following BEFORE leaving the facilities:

- FREIGHT: Apparent status of goods and their packaging and if number, symbols, marks and weight of packages match those that appear on the CMR document. Any discrepancy related to packaging, poor condition, breakdowns or damages on goods or quantity mismatches, which is notified AFTER leaving the collection facilities will not be attended.

→ **TAKE AND SEND** a sharp and focused **PHOTO** of freight **once loaded**.

In the case our customer needs the trunk to be sealed up with security seals, we will previously let it know as well as the procedure and involved tasks on it.

- PAPERWORK: Must ensure that a copy of the signed and stamped CMR is taken as a valid proof of collection which must include date/hour of collection, dispatcher person name+ID, signature and company stamp. Also guarding of any document such shipping note or invoice must be done to be delivered at destination.

→ **TAKE AND SEND** a sharp and focused **SCANNING** of CMR document as proof of collection.

- ADDRESSING: Must check indicated destination in the CMR document matches that stated in this consignment Order.



B. During the JOURNEY:

Driver MUST:

- INCIDENCES: It is mandatory to immediately inform the *EINSA Sourcing team* of any delay, incident, traffic jam, partial or total theft, driver ill feeling, etc.) affecting the delivery dates and times stated in this order. Appropriate guidelines will be given in return.
- PHONING: Constantly be operable on the phone in the event of any need of touch.
- CONTACTING: Give the contact person at destination a call as far ahead as possible to arriving/offloading coordination.



C. @ DELIVERY site:

Driver must VERIFY the following BEFORE leaving the facilities:

- PAPERWORK:

Main documentation CMR and also any extra document like shipping notes, invoices or waybills are hand-delivered to the receiving personnel.

Completed document CMR provides a clearly noted receiving person name+ID, signature and company stamp. A CMR document without any of these records will not be accepted and may raise a contract termination or non-payment.

→ **TAKE AND SEND** a sharp and focused **SCANNING** of CMR document as proof of delivery.

- INCIDENCES: Any noted entry on the CMR by the reception personnel regarding condition of the goods or whatever, must immediately be reported to the *EINSA Sourcing team*.

Pricing and payment policy

The agreed price for the service is subject to compliance with the terms and conditions of this Consignment Order. Price does not include VAT.

Service invoice must necessarily include the valid clear and legible transport and customer order number (if exists) provided on this consignment order as well as the specified concepts regarding to places of loading/offloading a travelled distance in 'km'.

We accept your invoices and delivery receipts in electronic form and in an excellent quality '.pdf' format only. Photographs made with mobile phones will not be accepted. This means that sending CMR documents, invoices and delivery receipts by post mail is no longer required, except in very few specific cases.

Any penalties regarding the non-compliance of these terms, with a prior notice from the EINSA Sourcing team, will be deducted from payment so that a previous self-billing issued invoice is needed.

Any extra cost if exist, must be agreed with the *EINSA Sourcing* Head of transport. A charge issued invoice will be needed and the corresponding sum will be added to regular payment. Non-compliance of this will mean any charge will be allowed.

For dispute resolution and applicable Law in resolving any controversy that may arise in relation to this freight contract, the parties agree to subject themselves to the authority of the Transportation Arbitration Board of Galicia (Spain). In any event Spanish law and international treaties that are part of the Spanish legal system will be suitable.