



MANUAL

Terms of Service General Conditions of Transport Service

History of Revisions

Revision	Date	Description
01	11.03.2022	Preparation of the Manual

Contents

History of Revisions	2
Article 1	5
Object	5
Affiliated domicile	5
Article 2	5
TDV Road Freight – Road traffic Division of TDV Group – Transport & Logistics.....	5
Quotation Conditions	5
Goods Insurance.....	6
Transit Times	6
Service Execution	7
Special Case: Shipping to UK	7
Exclusions	7
Claims	8
Payment Terms	8
Subcontracting	8
Article 3	8
TDV Parcels – Packet Shipping Division of TDV Group – Transport & Logistics	8
Condições de cotação	8
Payment Terms and price	9
Goods Insurance.....	9
Service Execution	9
Packaging and Content.....	10
Exclusions	10
Refunds.....	10
Payment Terms	11
Subcontracting	11
Article 4	11
TDV Distribution & Warehousing – Air and Sea Freight Division of TDV Group – Transport & Logistics	11
Quotation conditions	11
Additional Costs	12
Goods Insurance	12
Transit Times & Routing	13
Service Execution	13

Refunds.....	13
Exclusions	14
Claims	14
Payment Terms	14
Subcontracting	14

Article 1

Object

This document presents the general conditions for the provision of services by “Transportes Rodoviários de Mercadorias do Valado, Lda”, hereinafter referred to as TDV Group – Transport & Logistics with the sub-brands TDV Road Freight; TDV Installment; TDV Distribution and Warehousing and TDV Sea and Air Freight.

The fact that the customer contracts the provision of transport services with the TDV Group – Transport & Logistics implies their acceptance, without reservation, of these General Conditions of Transport.

Affiliated domicile

The domiciles referred to below in these General Conditions constitute, for all legal purposes, including for the reception of notifications (judicial and extrajudicial) and summons, the agreed domiciles of the parties. Any change to such addresses must be immediately communicated to the other party, by registered letter with acknowledgment of receipt, under penalty of being considered ineffective. For any question regarding the interpretation or execution of these general conditions of sale, the competent forum is that of the District of Alcobça.

Article 2

TDV Road Freight – Road traffic Division of TDV Group – Transport & Logistics

Quotation Conditions

The quotation conditions below are valid unless otherwise requested:

1. The quotation is based on the information provided by the customer such as
 - a. Collection Address
 - b. Delivery Address
 - c. Loading and unloading times
 - d. Service Type
 - i. General Cargo, ADR or Refrigerated Cargo
 - e. Traffic Time
 - f. Weight and Volumetry of the Goods
 - g. Incoterms
 - h. Kind of Packing
 - i. Specific conditions of contractual requirement, eg: fixed dates/times of collections/deliveries

If there is any change in the assumptions initially quoted, TDV Group – Transport & Logistics reserves the right to rectify the initial quotation.

2. The quotation is based on a freight item valid for 15 days and a fuel rate item available at : www.tdv-group.com/pt-pt/sobretaxafuel
 - a. The quote may include other additional service
3. The quotation is based on the following assumptions:
 - a. Pick-up and delivery time between 09 a.m. and 5 p.m.;
 - b. Loading place must have access to a TIR truck as well as means for loading it;
 - c. Unloading location must have access to the TIR truck as well as means for unloading the same;

- d. Loading/unloading time
 - i. FTL – 3H
 - ii. LTL – 30 to 60 MIN
 - iii. Waiting time costs €45/h, maximum €525/day

Goods Insurance

The transported goods are under the CMR Convention and under the CMR policy of the TDV Group – Transport & Logistics. The Customer must package the order in closed, resistant packaging suitable for the content and specific requirements for transporting the goods, as well as any specific requirements of the destination.

The maximum indemnity amount is €250,000.00 per claim, applied as follows.

The compensation for loss or damage will be limited, by the CMR Convention Art.23º, to the value of the merchandise, however it cannot exceed exceed 8.33 units of account per Kg of the gross weight missing. By units of account, “SDR” we mean special drawing rights. It is neither more nor less than an imaginary conversion currency adopted by the IMF for its financial operations, which is quoted daily at Banco Portugal.

The value of DRE per day can be verified at the link: <https://bpstat.bportugal.pt/serie/12533639>

Thus, the calculation of the compensation payable by the Carrier is: Gross weight of the affected goods X 8.33 x Euro value according to the exchange rate.

The result will be the limit of the compensation payable by the Carrier, unless the goods have a lower value, in which case this is the limit.

If the customer intends to take out all-risk insurance, he must inform TDV Group, in writing or via portal.tdv.pt, as well as send the Commercial Invoice with a description and value of the goods.

The customer covering his risks must be aware that the right of recovery will be in accordance with the CMR convention.

Transit Times

The Transit Times below are a forecast and there may be changes in them.

Exports and Imports –LTL

Destination	Departure	Transit Time	Notes
Madrid	Daily	24/48h	
Other Regions in Spain	Daily	72/96H	Via Madrid
United Kingdom	Daily	96/120H	After Dispatch
Italy	Daily	96/120H	
France	biweekly	72/96H	
Belgium/Netherlands/Luxembourg	Weekly	72/96H	
Baltic countries	Weekly	120/144H	
Switzerland	Weekly	72/96H	
Austria/Czech Republic/Slovenia	Weekly	96/120H	
Croatia/Hungary	Weekly	120/144H	

Service Execution

TDV Group – Transport & Logistics, will fulfil the provision of service according to the general conditions of transport.

ETD (Departure Date) and ETA (Arrival Date) are forecasts, which may be changed. The same will be communicated via email or via portal.tdv.pt. The customer may keep track of the service at portal.tdv.pt where he can have access to the Real Time Tracking of the service as well as the possibility of obtaining the POD (Proof of Delivery).

The customer will be notified via email of the plate, date and time of collection as well as by email upon delivery. In order to guarantee the quality of the service, any change by the customer must be communicated in writing to the TDV Group – Transport & Logistics.

Special Case: Shipping to UK

Did you choose Customs Arrangements with TDV Group? You must send the Invoice and Packing list in time to customs@tdv.pt. Delay in sending the same may result in service delays/cancellations.

If the import clearances are on behalf of the TDV Group, they exclude the payment of VAT and/or Customs Duties. If TDV Group – Transport & Logistics is required to pay any additional charges (namely, customs duties) on behalf of the Customer or Recipient, they will be reflected in the price to be paid by the Customer and, when due by the Recipient, in the alternative, in the collection of amounts to be paid to the Recipient. They must be settled immediately.

Export and Import from/to the United Kingdom: the Transport of Foodstuffs is not included in the Tariff.

Advice for Preparing Export Customs Clearances (PT-UK)

- Mention the exemption code: Artº14 do CIVA
- Number of packages and total gross weight
- Is there a supplier invoice? Do you want CCE? Must be mentioned before issuing the dispatch
- All invoices must mention the country of origin of the material as well as the PTREX number
- Are you billing a third country? You must mention UK delivery address on invoice

Advice for Preparing Import Customs Clearances (PT-UK)

- It is important to order them in pre lodgement
- You must include RSS01 statement
- GMR is done by TDV

Exclusions

TDV Road Freight does not sell services “Consumer-to-Consumer”

Claims

TDV Group – Transport & Logistics, is not responsible for any compensation for delay in delivery if no date has been requested by the customer and accepted by TDV Group in writing.

Payment Terms

The contracted services must be settled within the agreed deadlines, according to the opening of a client file and data communicated by the TDV Group to the client. Failure to meet the deadlines will allow TDV Group – Transport & Logistics to suspend and/or retain current services until the full payment of debts as well as late payment interest at the legal rate plus 4 percentage points.

Subcontracting

TDV Group – Transport & Logistics reserves the right to subcontract, for the purposes of fulfilling the obligations assumed on its own behalf, agents and subcontractors, both covered by these General Conditions. These general conditions may not be removed or altered by any of the parties. .

Article 3

TDV Parcels – Packet Shipping Division of TDV Group – Transport & Logistics

Condições de cotação

1. The quotation is based on the information provided by the customer such as
 - a. Collection Address
 - b. Delivery Address
 - c. Loading and unloading times
 - d. Service Type
 - i. General Cargo, ADR or Refrigerated Cargo
 - e. Traffic Time
 - f. Weight and Volumetry of the Goods
 - g. Incoterms
 - h. Kind of Packing
 - i. Specific conditions of contractual requirement, eg: fixed dates/times of collections/deliveries

If there is any change in the assumptions initially quoted, TDV Group – Transport & Logistics reserves the right to rectify the initial quotation.

2. The quotation is based on the following weight and volume limits
 - a. The Maximum weight of each order is:
 - i. 40kgs for Domestic shipments;
 - ii. Export to Europe until 31.50kg;
 - b. Length of each order must be between 10 and 200 cm
 - c. The height between 15 and 60 cm
 - d. The width between 5 and 80 cm, and cannot exceed 2m3

Orders with different measures or weights from those above, will have to be subject to prior price request.

Payment Terms and price

Weight: the weight to be billed will be exclusively that mentioned on the electronic scales that are verified, which are located at the premises of GLS Portugal and/or TDV. TDV reserves the right to apply the volumetric weight (weight/volume ratio).

Goods Insurance

The TDV Group – Transport & Logistics quote includes, in its TDV Parcels division, a maximum insurance per order of €250, unless an additional insurance is contracted in writing for a higher coverage.

TDV Parcels is liable for the losses suffered as a result of the loss or damage that the goods suffer during transport or at the premises of TDV Parcels when such facts are demonstrably attributable to it as wilful or gross negligence, within the limits set forth. Such liability is limited to the formulation of accurate and complete reservations by the recipient upon delivery of the order. TDV Parcels will not be liable for any damages that do not have an adequate causal link with its wilful or grossly negligent conduct.

TDV Parcels will not be liable for future damages, indirect damages or lost profits. major or acts or omissions on the part of the Customer, the recipient or a third party, namely: bad packaging; TDV Parcels' liability is also excluded when the loss or damage results from the risks inherent in any of the following facts: lack or defect in the packaging in relation to the goods which, by their nature, are subject to loss or damage when they are not properly packed; maintenance, loading, storage or unloading of the goods by the shipper/customer or by the recipient or by persons acting on their behalf; insufficiency or imperfection of the marks or symbols of the volumes, when applicable.

In the event of an apparent defect in the goods or a defect in the packaging, the recipient must, at the time of acceptance of the goods, make precise and complete reservations. If the recipient receives the goods without making reservations, it is assumed that the goods were in good condition.

Complaints against TDV Parcels must be notified in writing within 15 days from the date of receipt of the order. If not notified in time, TDV Parcels cannot be held responsible. The claim must be substantiated and accompanied by supporting elements of the damage or loss (transport guide, copy of the supplier's invoice, non-insurance declaration and photographs of the damage caused).

Service Execution

TDV Group – Transport & Logistics will fulfil the provision of service according to these general conditions of transport.

The customer can keep track of the service at portal.tdv.pt where he will have access to the Real Time Tracking of the service as well as an immediate proof of delivery.

The customer will be notified via email with the service confirmation right upon delivery.

In order to guarantee the quality of the service, any change by the customer must be communicated in writing to the TDV Group – Transport & Logistics.

Packaging and Content

The Customer is responsible for all expenses and damages resulting from the inaccuracy or insufficiency of the indications contained in the transport bill and/or electronic shipping information relating to the goods and the recipient and which have been provided by the Customer. If there is, on the part of the Customer or TDV Parcels, a lack of electronic information, incorrect labeling or identification of the volumes, TDV Parcels will contact the Customer and, by default, the goods will be retained for the necessary days until the situation is clarified. Exceptions are made in cases where it was previously agreed with the Customer that when such a situation occurs, TDV Parcels is authorized to correct the situation and carry out the transport to the recipient.

The Customer must package the order in closed, resistant packaging suitable for the content and specific requirements for transporting the goods, as well as any specific requirements of the destination. Otherwise, the order will be transported at the expense and risk of the sender, leaving TDV Parcels not responsible for any occurrence with the same. The Customer is liable for all damages caused to third-party orders or TDV Parcels material due to defects in the goods or packaging shipped by the Customer.

The Customer is also responsible for delivering all the necessary documentation for the appropriate transport under the terms of the applicable legislation, as well as for providing information and for correctly filling out the transport bill. The Customer must reimburse the TDV for the payment of fines, related to the inaccuracy or insufficiency of the indications of the transport bill or equivalent document of the Customer, as a result of inspection by the competent authorities.

Exclusions

TDV Parcels does not provide transport services under the following conditions:

- Amount greater than € 5,000.00 (five thousand euros), unless expressly authorized by TDV Parcels (maximum insurance € 250, unless otherwise contracted);
- Constitute a danger to human or animal life;
- Polluting material and/or ADR, or that carries the risk of staining or damaging other goods transported by TDV Parcels;
- Perishable goods, i.e. foodstuffs or other fragile temperature-sensitive goods;
- When its transport, import or export is prohibited by applicable legislation.

If the customer entrusts TDV Parcels with products that are included in the aforementioned exclusions, omitting this fact to TDV Parcels, the same will be exclusively responsible for any damages that the eventual transport may cause to TDV Parcels or third parties.

Refunds

The maximum amounts for collection of Refunds allowed by TDV Parcels are €500 (five hundred euros) and €4,000 (four thousand euros) depending on whether they are paid in cash or by check, respectively. Failure to pay the refund, payable by the recipient, makes the delivery of the order unfeasible, and it may be returned or rescheduled for a second delivery. The customer has 30 (thirty) days, counting from the date of sending the refund, to file complaints about the aforementioned refund agreed with TDV Parcels. When payment is made by check, TDV Parcels is not responsible for any defects in checks issued by recipients, namely: veracity of the issuer and date of issue; errors in the identification of the issuer; mandatory signatures on checks;

erasures; subsequent cancellation by the issuer; check endorsements and/or lack of provision; issuance of checks by entities other than the recipient; certified checks.

TDV Parcels, in the event of loss or misplacement of a check, is responsible for asking the customer to cancel the check in question as well as issue a new check in the same amount, assuming the eventual cancellation costs.

Any Transport Service in the form of Cash on Delivery or "Cash on Delivery" (COD) is provided to the Shipper based on the assumption and mutual understanding that TDV Parcels acts only as the Shipper's agent in the collection of cash or checks. TDV Parcels does not have the power to oblige the Shipper or to conclude on behalf of the Shipper any agreement with the Recipient of the Transport Service in the form of Delivery Upon Reimbursement (COD). The Shipper must observe the procedures and comply with its specific anti-money laundering obligations in accordance with applicable law.

Payment Terms

The contracted services must be settled within the agreed deadlines, according to the opening of the client file and data communicated by the TDV Group to the client. Failure to comply with the deadlines will allow TDV Group – Transport & Logistics to suspend and retain current services until the full payment of debts as well as late payment interest at the legal rate plus 4 percentage points.

If TDV Group – Transport & Logistics is required to pay any additional charges (namely, customs duties) on behalf of the Customer or Recipient, they will be reflected in the price to be paid by the Customer and, when due by the Recipient, in the alternative, in the collection of amounts to be paid to the Recipient. They must be settled immediately.

Subcontracting

TDV Group – Transport & Logistics reserves the right to subcontract, for the purposes of fulfilling the obligations assumed on its own behalf, agents and subcontractors, both covered by these General Conditions. These general conditions may not be removed or altered by any of the parties.

Article 4

TDV Distribution & Warehousing – Air and Sea Freight Division of TDV Group – Transport & Logistics

Quotation conditions

The quotation conditions below are valid unless otherwise requested:

1. The quotation is based on the information provided by the customer such as:
 - a. Collection Place
 - b. Delivery Place
 - c. Loading and unloading times
 - d. Service Type
 - i. General Cargo, ADR or Refrigerated Cargo
 - e. Transit Time

- f. Weight and Volumetry of the Goods
- g. Kind of Packing
- h. Specific conditions of contractual requirement, eg: fixed dates/times of collections/deliveries

If there is any change in the assumptions initially quoted, TDV Group – Transport & Logistics reserves the right to rectify the initial quotation.

- 2. The quote is based on a freight item valid for 15 days and a fuel charge item that you can consult at: www.tdv-group.com/pt-pt/sobretaxafuel
 - a. The quote may include other additional service items
- 3. The quotation is based on the following assumptions:
 - a. Pick-up and delivery time between 09 a.m. and 5 p.m.;
 - b. Loading place must have access to a TIR truck as well as means for loading it;
 - c. Unloading location must have access to the TIR truck as well as means for unloading the same;
 - d. Loading/unloading time
 - i. FTL – 3H
 - ii. LTL – 30 to 60 MIN
 - iii. Waiting time costs €45/h, maximum €525/day
 - e. If additional services are required, such as, charges, returns, taillift, TDV must be informed in a timely manner.

Additional Costs

Refunds (COD) – 4€

Goods Insurance

The transported goods are under the CMR Convention and under the CMR policy of the TDV Group – Transport & Logistics. The Customer must package the order in closed, resistant packaging suitable for the content and specific requirements for transporting the goods, as well as any specific requirements of the destination.

The maximum indemnity amount is €250,000.00 per claim, applied as follows.

The compensation for loss or damage will be limited, by the CMR Convention Art.23^o, to the value of the merchandise, however it cannot exceed exceed 8.33 units of account per Kg of the gross weight missing. By units of account, “SDR” we mean special drawing rights. It is neither more nor less than an imaginary conversion currency adopted by the IMF for its financial operations, which is quoted daily at Banco Portugal.

The value of DRE per day can be verified at the link: <https://bpstat.bportugal.pt/serie/12533639>

Thus, the calculation of the compensation payable by the Carrier is: Gross weight of the affected goods X 8.33 x Euro value according to the exchange rate.

The result will be the limit of the compensation payable by the Carrier, unless the goods have a lower value, in which case this is the limit.

If the customer intends to take out all-risk insurance, he must inform TDV Group, in writing or via portal.tdv.pt, as well as send the Commercial Invoice with a description and value of the goods.

The customer covering his risks must be aware that the right of recovery will be in accordance with the CMR convention.

Transit Times & Routing

Local de Carga	Routing								
	Sul 1000-2999	Centro 3000-3199	Viseu 3200-3699	Porto 3700-4599	Norte 4600-4999	Trás os Montes 5000-5999	C.B e A.Alentejo 6000 a 7199	Baixo Alentejo 7200-7999	Algarve 8000-8999
1000-2999	1	1	2	2	2	4	3	4	4
3000-3199	2	1	2	1	1	3	3	4	4
3200-3699	2	2	2	2	2	3	3	4	4
3700-4599	2	1	2	1	1	3	3	4	4
4600-4999	3	2	2	2	2	3	3	4	4
5000-5999	4	4	4	4	4	4	4	4	4
6000-7199	3	3	3	3	3	4	3	4	4
7200-7999	4	4	4	4	4	4	4	4	4
8000-8999	4	4	4	4	4	4	4	4	4
9000-9999	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Tempos de Tránsito									
Zona 1	24H								
Zona 2	24H								
Zona 3	48H								
Zona 4	48H								

Service Execution

TDV Group – Transport & Logistics will comply with the provision of service according to the present general conditions of transport Service.

The collection will always be carried out on the day following the acceptance of the service via email or portal.tdv.pt, unless otherwise instructed.

ETD (Departure Date) and ETA (Arrival Date) are forecasts, which may be changed. The same will be communicated via email or via portal.tdv.pt. The customer may keep track of the service at portal.tdv.pt where he can have access to the Real Time Tracking of the service as well as the possibility of obtaining the POD (Proof of Delivery).

The customer will be notified via email of the plate, date and time of collection as well as by email upon delivery. In order to guarantee the quality of the service, any change by the customer must be communicated in writing to the TDV Group – Transport & Logistics.

Refunds

Failure to pay the refund, payable by the recipient, makes the delivery of the order unfeasible, and it may be returned or rescheduled for a second delivery. The customer has 30 (thirty) days, counting from the date of sending the refund, to file complaints about the aforementioned refund agreed with TDV Parcels. When payment is made by check, TDV Distribution &

Warehousing is not responsible for any defects in checks issued by recipients, namely: veracity of the issuer and date of issue; errors in the identification of the issuer; mandatory signatures on checks; erasures; subsequent cancellation by the issuer; check endorsements and/or lack of provision; issuance of checks by entities other than the recipient; certified checks.

TDV Distribution & Warehousing, in the event of loss or misplacement of a check, is responsible for asking the customer to cancel the check in question as well as issue a new check in the same amount, assuming the eventual cancellation costs.

Any Transport Service in the form of Cash on Delivery or "Cash on Delivery" (COD) is provided to the Shipper based on the assumption and mutual understanding that TDV Distribution & Warehousing acts only as the Shipper's agent in the collection of cash or checks. TDV Distribution & Warehousing does not have the power to oblige the Shipper or to conclude on behalf of the Shipper any agreement with the Recipient of the Transport Service in the form of Delivery Upon Reimbursement (COD). The Shipper must observe the procedures and comply with its specific anti-money laundering obligations in accordance with applicable law.

Exclusions

TDV Distribution & Warehousing does not sell services "Consumer-to-Consumer"

Claims

TDV Group – Transport & Logistics, is not responsible for any compensation for delay in delivery if no date has been requested by the customer and accepted by TDV Group in writing.

Payment Terms

The contracted services must be settled within the agreed deadlines, according to the opening of a client file and data communicated by the TDV Group to the client. Failure to meet the deadlines will allow TDV Group – Transport & Logistics to suspend and/or retain current services until the full payment of debts as well as late payment interest at the legal rate plus 4 percentage points.

If TDV Group – Transport & Logistics is required to pay any additional charges (namely, customs duties) on behalf of the Customer or Recipient, they will be reflected in the price to be paid by the Customer and, when due by the Recipient, in the alternative, in the collection of amounts to be paid to the Recipient. They must be settled immediately.

Subcontracting

TDV Group – Transport & Logistics reserves the right to subcontract, for the purposes of fulfilling the obligations assumed on its own behalf, agents and subcontractors, both covered by these General Conditions. These general conditions may not be removed or altered by any of the parties.