

General conditions for container transport

Effective from 15 May 2020

GENERAL CONDITIONS FOR DANIA CONNECT A/S

(hereinafter referred to as the Carrier)

1. Information and documents

The Transport buyer must provide the Carrier with all relevant information required for performance of the transport, including information on the nature of goods, quantity, gross weight, dimensions, place of delivery and the place of taking over the goods, time of taking over the goods pickup and delivery, as well as all other information needed for the planning of the transport. The Transport Buyer shall also provide the Carrier with all necessary documents to the goods, including any customs documents, ADR documents, veterinary certificates etc. The transport buyer is obligated to give the Carrier a proper and detailed instruction regarding the handling of the documents, including whether the documents must be stamped and at which customs office the stamping must take place, and where the documents are to be completed. In case of incomplete or wrong information or instructions can lead to an additional processing fee.

The correct customs status of refund goods must always be stated. In the event that the goods carried are import goods, the correct description of the goods, value and commodity code must appear on the customs documents and should be provided for each item.

The Transport buyer shall in due time before the time of commencement of the transport of a container that has excess dimensions or overweight, or by transport of dangerous goods, give notice to the Carrier so that the Carrier has the opportunity to arrange the transport adequately and seek permission from the relevant authorities .

In case that the above information is not made available to the Carrier, the Transport buyer will be liable for all costs, expenses and losses which the Carrier suffers or which the Carrier is liable for towards any third-party

2. Carrying out of the transport

The carrier is required to use adequately trained personnel to carry out the agreed tasks.

The Transport buyer shall give notice of readiness of container that is to be picked up (by drop). Notice is to be made by email or via our website: daniatrucking.dk/da/kontakt/klarmeld-container. After completion of emptying, or by notice of placed containers, up to 2 workdays / 48 hours to submission of the container on the depot / terminal must be expected.

3. Loading/unloading

Transport buyer is liable for that the loading / unloading and lashing is done sufficiently. Stowage and securing of the goods in the containers must comply with the IMO / ILO / UN ECE Guidelines for packing of cargo transport units (CTUs) 1997 edition.

The carrier is exempt for liability if loss or damage or accident is due to the specific risks associated with the lack of, insufficiency of or defective packing of goods or if the loss, damage or accident can be attributed to handling, loading, stowage or unloading of the container carried by the consignor or consignee or persons acting on their behalf. Transport buyer is fully liable towards the Carrier if inadequate or improper packing, loading and stowage of the container cause a loss on the Carrier

4. Container standard

The Carrier will pick up and deliver the Transport buyers own containers or containers, which have been supplied by a third, party in accordance with an agreement and by order from Transport buyer. An agreement on equipment standards, weights and measures is made between the Transport buyer, the shipping company and the terminal / depot that is responsible for the physical delivery, and must be communicated to the Carrier. The Carriers driver makes a visual inspection to ensure that the container meets the agreed standard agreed between the shipping company, terminal and Transport Buyer. The Carrier is not responsible for whether the container matches the agreed standard.

If the equipment provided does not comply with the agreed standard, the Transport buyer is liable for any costs resulting therefrom. This includes but is not limited to cost incurred due to time spent (over 30 minutes on the terminal) and any service if the Transport buyer rejects a container with deficiencies that the Carriers driver has not been able to observe by ordinary visual inspection.

5. Reloading of containers

A reloading is a triangulation of an import container that is transported directly to an export client for loading without first passing a depot. Reloading minimizes empty haulage and is to the benefit of the environment. Reloading also causes a reduction of costs in the full supply chain, among other things to the delivery and pickup of empty containers from depots.

All rates and agreements are based on the possibility for the carrier to reload a container with the carrier is subject to any fees or costs from the transport buyer, the shipping line or any other parties involved.

6. Shipping Payment

The agreed price for the execution of the transport includes all ordinary costs and expenses relating to the performance of the service. The Carrier is entitled to additional compensation for further services and costs, such as costs of preparation of customs documents and product licenses. All quoted prices are exclusive of the at any time applicable VAT rate.

The Carrier is obligated to draw a standard carrier liability insurance in an acknowledged insurance, which as a minimum covers in accordance with the liability under the CMR Convention and NSAB 2015. In addition, the carrier is required to keep equipment used under the transportation insured against third party risks in an acknowledged insurance company.

Transport buyer is responsible for taking out insurance on the goods. The Carriers liability is limited by CMR rules, NSAB 2015 and by any other mandatory transport regulation, that may apply to the transport, why the Transport buyer is encouraged to take out insurance on the cargo.

Transport Buyer is not entitled to set off against the Carriers claim for freight or any other compensation.

7. Web booking/EDI

All bookings must be made by web booking at www.daniatrucking.dk/da/web-booking or by a direct EDI solution. If bookings are made in any other ways an administration fee of DKK 50 per booking will be charged.

8. Waiting time

The Transport buyer is liable for waiting time, that the Carrier experience at border crossings, customs offices or elsewhere and which is due to errors or defects attributable to the Transport buyer or third party acting on his behalf, including, but not limited to incomplete or incorrect customs documents, incorrectly stated customs offices and customs references,. The Transport Buyer is also responsible for waiting time in case that the agreed time for the loading or unloading of containers at terminals or the agreed time for loading / unloading of goods is exceeded in accordance with the agreement.

All prices are calculated based on a total turnaround time at terminals and container depots of maximum 30 minutes. Additional waiting time is settled separately in accordance with the applicable waiting time rate.

9. Accessibility

The Transport buyer is responsible for that there is sufficient space room for the vehicle ordered for the service. Especially for transport of containers containing furniture removal and sales containers there are often problems with available space as well as access conditions. The Transport buyer is responsible for informing the place of taking over the goods and the place of delivery about space requirements. If the place is not ready, hereunder cleared for parked cars, etc., the Transport buyer is liable for payment of any potential waiting time, without any deduction. Attention is specifically directed to that crossing over pavement and the like is entirely the Transport buyer's responsibility. The driver may require an additional "damage exemption declaration" from the place of loading or delivery. We also direct attention to that our sideloaders can only be loaded/unloaded to the left side in the driving direction, and if the container must be turned on the spot, an extra fee DKK. 750.00 will be charged.

10. Limitation of Liability

All assignments international as well as national are carried out in accordance with the CMR convention. In addition, and if the CMR convention does not preclude this, the General Conditions of the Nordic Association of Freight Forwarders (NSAB 2015) apply, with the exception of clause 1, and notwithstanding that the carrier is not a member of the Nordic Association of Freight Forwarders or a national freight forwarders association hereunder.. The provisions of the CMR Conditions and NSAB 2015 limit our liability for loss of, deterioration of or damage to the goods to SDR 8.33 per kg gross weight, and for delay up to the amount of the freight. The liability when acting as an intermediary is limited up to SDR 50.000, 00 per order, however totally SDR 500,000.00 for the same incident. In connection with storage, our total liability is limited up to SDR 500,000.00 for any incident occurred (clause 25). Special attention is directed to the NSAB clause 28, which states that claims are statute-barred after one year and that the right of retention and lien on the goods, according to NSAB 2015 clause 14 apply to both current and previous assignments. Claims for freight and additional costs must be honored regardless of the terms of delivery under the contract of sale or freight agreement (clause11)

11. Assignment of transport

The Carrier is entitled to use sub-contractors to perform the transports. However, the carrier is obliged to assign the transport services to sub-contractors that meet the same requirements as the carrier with regard to insurance, permits, certificates, etc.

12. Fuel Surcharge

A fuel surcharge, as a percentage supplement is added to all diesel-consuming services, including but not limited to transport, surcharge of deviation, genset surcharge, sideloader surcharge, crane surcharge and tip surcharge. **The fuel** surcharge is calculated according to the current diesel price incl. duties on the 15th of each month, valid for the following month. The fuel surcharge increases or decreases according to the price trend, so that an increase or decrease in diesel price of DKK 0,10 triggers a corresponding change in fuel surcharge of 0.51%

13. Government intervention

Reservation is made that extra charges can be made in consequence of government interventions outside the Carriers control, e.g. changes in driving-/resthours regulations, cabotage regulation, prescribed routes, weight limitations, environmental zones, or any other regulation that will affect our cost on each transport.

14. Venue

For assignments are subject to Danish law and any dispute shall be settled at the Carriers venue.

15. Validity

If any or part of a condition is considered to be invalid, illegal or unenforceable under the applicable law, the invalid provision or the invalid part of the term shall be deemed cancelled and the remainder to be considered fully applicable.