

General Terms and Conditions – OHL Logistics A/S

Liability provisions

All tasks are carried out in accordance with the general provisions of the Nordic Association of Freight Forwarders (*NSAB 2015*). These provisions limit our liability as a contracting party under § 3 B for loss, deterioration, or damage to goods to SDR 8.33 per kg. and delay up to the amount of freight, and for all other losses a maximum of SDR 100,000 for each assignment (§ 21). The freight forwarder's liability as an intermediary under § 3 C is limited to SDR 50,000 for each assignment and total for one and the same incident to SDR 500,000 (§ 24). In the case of storage, the total liability for damage caused by one and the same incident is limited to SDR 500,000 (§ 25). Particular attention is drawn to the network clause (§ 2), that claims against the freight forwarder become time-barred after 1 year (§ 28) and that the lien and retention right (§ 14) includes both current and previous claims. When issuing T-document, the ordering party is responsible for the timely closing of the T-document, and all costs of non-closure of the T-document are at the expense of the ordering party.

All agreements relating to the international road transport of goods are subject to the applicable law on freight agreements for international road transport (CMR Act) at any time.

Validity/Offer

All offers are made without obligation until finally confirmed by all parties. Offers made by OHL Logistics A/S are valid from the date of issue until they lapse on the expiry date stated in the offer. If no expiry date is stated in the offer, this will lapse without termination on the next 31 December, unless otherwise agreed.

Payment terms

The standard terms are current month + 10 days, for payment after the due date, interest is calculated 2% per commenced month, however, a minimum of DKK 50.00 at the first interest accrual and DKK 200.00 for issuing reminders.

Furthermore, no set-offs may be made against OHL Logistics A/S's claims for freight and other services.

Oil surcharge

Is specified in the offer, the basis of calculation of the surcharge are the prices of www.circlek.dk

Conversion factor

1 Cbm = 333 Kg.

1 Ldm = 1850 Kg.

Pallets

All pallets are considered part of the packaging and are therefore part of the trade agreement. As a result, any pallet balance is irrelevant to OHL Logistics A/S. Pallet exchange may, however, by prior written agreement take place against payment of a fee.

Currency

The indicated rates are based on current price conditions, if the price conditions change more than 3%, the rates change accordingly, or a percentage surcharge is agreed.

Waiting time

The stated rates are based on the following times for loading and unloading: Partial load 30 min. free, full load 60 min. free, waiting time in addition costs DKK 650.00 per. commenced hour.

Complaints

In the event of transport damage or shortfall, please notify the carrier or freight forwarder as well as the insurance company immediately if insurance has been taken out.

Reservations

Price adjustment is done after prior notification with a notice of 14 days. However, the introduction of new or increases of already existing public charges as well as an increase in external costs that are not under OHL Logistics A/S' control may be liable to the transport buyer without notice.

These are the political and economic events brought about by the EU Road Package and the Capacity Shortage in the EU.

OHL Logistics A/S makes reservations for price adjustment in case of changes to freight balances. In connection with holidays and holidays, reservations are made for any additional transport time.

Other conditions

If the transport buyer ceases payments, goes into receivership, or initiates negotiations on compulsory composition or the like, OHL Logistics A/S' total receivable is immediately due for payment. Any deviation from OHL Logistics A/S's general terms and conditions must be agreed in writing.

Force Majeure

OHL Logistics A/S is not responsible for delays due to force majeure or other circumstances that could reasonably not be foreseen. In the event of such delays, OHL Logistics A/S reserves the right to cancel the agreement in whole or in part or postpone the delivery time with a reasonable period of time in addition to the delivery time stipulated in the agreement. Under force majeure of, in particular labour disputes, shortage of raw materials, shortage of labour, failure of energy and water supplies, traffic disruptions, breakdowns of machinery, tools and computer facilities, fire, war, mobilization, currency restrictions, blockade, political unrest, state intervention of various kinds, such as seizure, export and import bans, sabotage and acts of vandalism directed against OHL Logistics A/S' delivery facilities and other equivalent obstacle reservation beyond the control of OHL Logistics A/S.

Applicable Laws and Jurisdiction

Any dispute that may arise in connection with the agreement entered into between the partners shall be finally and binding on both parties settled by the Court, in accordance with Danish law.