

# TransFargo's General carriage regulations SystemPlus

## 1. Applicability

These carriage regulations concern assignments involving domestic or international carriage by land received by TransFargo from its customers in Sweden or abroad.

## 2. Liability

All assignments are carried out in accordance with NSAB 2000 (General Terms and Conditions of the Nordic Association of Freight Forwarders) and the regulations of the CMR Convention and relevant laws and regulations in the countries concerned. For example, NSAB 2000 limits our liability and entitles us to recover all our unpaid debts by selling property under our control.

## 3. Quotation and contractual conditions

### 3.1 Validity of quotations

Quotations remain valid for acceptance for a period of 30 days after the stated quotation date, unless otherwise stated in the quotation. The quoted prices and other conditions shall apply until further notice unless a specific duration is agreed. The prices submitted apply between TransFargo and the client receiving the quotation and may not be divulged to external parties.

### 3.2 Price

The price covers the services specified in the quotation and is based on the base rates in accordance with TransFargo's exchange rate key. The price is also based on free and unimpeded traffic, normal loading and unloading conditions during normal working hours and the assumption that carriage is possible using accessible roads with the required load-bearing capacity. Reference is made to Section 7 as regards supplementary freight charges and administration fees. Statutory VAT will be payable.

### 3.3 Exchange rates and fuel price changes

If changes occur in exchange rates or fuel prices which affect the cost of carrying out the assignment, TransFargo may adjust the price correspondingly. This adjustment must be proportional to the change in the exchange rate/fuel price on the day of adjustment compared with the exchange rate/fuel price on the base date in the quotation and its effect on the total price. Current adjustments is available at our website [www.transfargo.com](http://www.transfargo.com)

### 3.4 Payment conditions

TransFargo's payment conditions are 10 days from the invoice date. Interest will be charged on late payments at a rate of 2.0% per month from the due date of the invoice together with a reminder fee of SEK 50. If TransFargo is requested by the client to charge freight and other costs to a party other than the client and that party fails to fulfil its payment obligations by the agreed time, TransFargo may demand full payment and other expenses from the client.

### 3.5 Disputes

Disputes arising from the assignment shall be resolved in accordance with Swedish Omaterial law through arbitration in accordance with the Swedish Act on arbitration in force at the time of the dispute. Arbitration proceedings shall take place in Malmö. Disputes concerning amounts not exceeding SEK 100,000 shall however be brought before a public court of law, with Malmö District Court (Malmö Tingsrätt) as the court of first instance.

## 4. Carriage regulations

### 4.1 The carriage undertaking

TransFargo's liability as carrier commences when the goods have been received for transport and ceases when the goods have been delivered to the recipient at the destination or made available to him at the instructed place.

TransFargo reserves the right to choose the type of vehicle used, means of transport and carriage routes and to send the goods direct or with reloading at its own discretion.

#### 4.1.1 Excluded from transport

Following goods are excluded from transport; Precious metals, gems, objects made of precious metals or gems(except costume jewellery with precious metals and gems), money, coins, securities, stamps of all sorts, objects and removal goods; Radioactive substances and nuclear fuels insofar they exceed the legally permissible allowance limits; weapons and ammunition, Animals with the exception of live, invertebrate animals; Temperature controlled goods Dangerous goods consignments.

### 4.2 Loading and reloading

Loading and unloading shall take place by agreement with the driver. The driver shall ensure that the load-carrier is available for loading/unloading from the side or via a dock and provide the necessary assistance.

The sender/recipient shall provide loading equipment unless otherwise agreed. The sender is responsible for securing the load when loading the vehicle himself in accordance with the regulations of the Swedish National Road Administration or equivalent regulations for loading in another country.

Loading/unloading shall take place within the time limits stipulated below:

<u>Weight in kg</u>	<u>Loading/unloading time in minutes</u>
1 - 99 kg	15
100 - 999 kg	20
1000 - 4999 kg	30
5000 - 14999 kg	45
15000 - full trailer	60

Waiting time is charged in accordance with 7.2.

### 4.3 Load stowage

4.3.1 Loads on vehicles and in load carriers must be secured in accordance with the relevant regulations applying at any time and other relevant carriage conditions for the method of transport concerned.

4.3.2 The securing of loads in accordance with 4.3.1 and associated costs shall be borne by the party that is responsible under the carriage agreement for the loading of the goods unless otherwise agreed.

4.3.3 The party that is responsible for securing the load in accordance with 4.3.2 shall satisfy himself of the suitability of the way in which the goods are to be transported and, for marine/ferry transport, the *shipping area*, defined as follows:

*Shipping area A:* The Baltic and the Cattegat, limited in the west by Jutland and in the north by a line from Lyskøl to Skagen.  
*Shipping area B:* The waters west of A limited in the north by a line from Kristiansand to Montrose, in the west by Great Britain

and in the south by a line from Brest to Lands End and also includes the Mediterranean.

*Shipping area C:* Unrestricted shipping.

#### *Assurance concerning the securing of loads*

4.3.4 When requested by the carrier, the party that is responsible for securing the load in accordance with 4.3.2 shall prepare and submit an assurance stating that the load has been secured in accordance with the relevant regulations and, where appropriate, the shipping area.

4.3.5 If the load has been secured in accordance with special instructions, this must be stated (certificate of load securing).

4.3.6 The assurance should be included in the freight document or in an electronic information system. If necessary, it can be given in a special document (e.g. TFK 1998:2, B4-2).

#### *Information on the securing of loads*

4.3.7 When ordering the carriage, the party that is to present the goods for carriage shall provide the carrier, and where appropriate the party that is to secure the goods, with the necessary information on the goods and their special properties. Any special loading and unloading regulations must also be submitted along with documentation giving the dimensions and tests on which these regulations are based (load stowage certificate).

#### *4.4 Special conditions*

Special regulations and supplementary fees apply to the transport of

- goods requiring special loading or unloading devices
- unpackaged goods which cannot be loaded with other goods

Supplementary charges in accordance with point 7.

## **5. Carriage agreement**

### *5.1 Carriage agreement*

The carriage agreement is deemed to have been concluded when TransFargo has handed over the goods in accordance with the consignment note/carriage instructions and confirmed receipt by issuing an acknowledgement or computer-transferred information.

### *5.2 Carriage booking*

Carriage assignments must be booked by telephone, fax, E-mail or EDI no later than 12.00 on the day before loading unless otherwise agreed.

### *5.3 Force majeure*

If transport which has commenced is interrupted as a result of circumstances outside TransFargo's control (strike, lockout, etc.), TransFargo is entitled to compensation for its expenses and work carried out.

### *5.4 Carriage documents*

For each consignment, the client shall issue a consignment note or carriage instruction with the following information:

- the sender's name, address, postal number and customer number
- the recipient's name and address and destination/delivery address
- number and type of consignments
- type of goods/description
- goods labelling and numbers
- gross weight and volume (including pallets or other loading accessories)
- delivery conditions for the allocation of costs between the sender/seller and recipient/purchaser in accordance with Combiterms 2010/Incoterms 2010.
- cash on delivery or other delivery conditions
- export documents (where appropriate)

### *5.5 Cash on delivery (COD)*

Instructions concerning COD must be submitted in writing or via computer-transferred instructions indicating the amount and payment method (for bank transfers, state bank account number and bank). Only bank receipts or signed bills/drafts are acceptable. The payment must be on our bank account before releasing the cargo. TransFargo cannot accept cash on delivery with payment in cash or by cheque. Written confirmation is required if payment is made via the Internet. A special fee is payable for COD, see below 7.10.

### *5.6 Pallets*

TransFargo does not accept pallet exchange on European routes.

### *5.7 Insurance*

SystemPlus covers an insurance per consignment for damages of goods up to €50 000.

### *5.8 Terms of delivery*

The following terms of delivery are accepted;

- EXW ( ex-works named place)
- DDP ( delivered named terminal, Duty Paid)
- DDU ( delivered named terminal, Duty Unpaid)

## **6. Freight charges**

### *6.1 The term 'consignment'*

The term 'consignment' is used to refer to goods listed on a consignment note/carriage instruction and loaded onto a vehicle unit from a sender to a recipient. Freight charges are calculated separately for each consignment unless otherwise agreed.

### *6.2 Calculation of freight charges*

Freight charges are calculated according to the gross weight of the consignment, including any loading accessories. Where freight charges are specified per consignment, the freight charge is calculated according to the gross weight of the consignment rounded up to the nearest whole kilogram.

### *6.3 Gross weight/bulk weight*

For consignments weighing less than 160 kg per m<sup>3</sup>, the gross weight is calculated as follows:

1 m <sup>3</sup>	160 kg
1 ldm	1000 kg
1 pallet space	400 kg
Min charge per half pallet (80x60)	80 kg
Min charge per EUR pallet (120x80)	160 kg

When goods cannot be stacked and/or the height of the consignment exceeds 1.30 m, the goods will be charged per loading metre *if the weight per loading metre is less than the weight stated above.*

The gross weight (actual weight or bulk weight, whichever is the greater) is rounded up to the nearest kilogram.

### *6.4 Dimension and Packaging restriction per package*

Length	3,00 m
Width	1,20 m
Height	2,20 m
Weight	1 250 kg

Package with exceeding weight or dimensions need separate agreement.

## **7. Supplementary freight charges and administration charges**

### *7.1 Dangerous cargo 7 ADR*

Not possible in the service to/from Sweden. Can be offered cross trade in Europe upon request.

### 7.2 Waiting time

If the loading and unloading times referred to in 4.2 are exceeded, a delay charge will be payable. *Supplementary charge* SEK 350:- per half hour or part thereof.

### 7.3 No show

A booking of a transport cancelled within the time frame as below, a fee will be charged;

- 24 hours before loading - 50 % of the agreed rate
- 12 hours before loading - 100 % of the agreed rate
- if a delivery cannot be made because the consignee was not available, the goods are brought back to the terminal at a fee of SEK 350 per consignment. A new delivery is made according to new instructions and the cost will be charged in accordance with the principal's agreement.

### 7.4 Special loading and unloading devices

For goods which require special equipment for loading and unloading, *an additional charge* will be payable by agreement.

### 7.5 Unpackaged goods

The freight charge for unpackaged goods which cannot be loaded with other goods will be charged per loading metre.

### 7.6 Storage of goods

A warehousing fee will be payable for goods remaining at the terminal for more than 3 weekdays after notification of arrival. *Supplementary charge* from day 4 SEK 12 per 100 kg per day or part thereof, subject to a minimum of SEK 250.

### 7.7 Additional loading/unloading assistance

If the sender or recipient requires additional assistance for loading/unloading, the following fees will be payable:

<i>Supplementary charge</i>	
weekdays 07.00 – 17.00	SEK 400 per man-hour
weekdays 17.00 – 07.00	SEK 800 per man-hour
Sundays/public holidays	SEK 800 per man-hour, min. 3 hours

If loading machines, forklift trucks or cranes are required, expenses will be charged at cost.

### 7.8 Monitoring of deliveries

TransFargo offers monitoring of deliveries from foreign suppliers. *Supplementary charge* SEK 275 per consignment.

### 7.9 Direct notification

TransFargo offers direct notification via fax or data transfer with a statement of consignment information, loading date and estimated delivery date.

*Supplementary charge* SEK 100 per consignment.

### 7.10 Cash on delivery (COD)

TransFargo advises the recipient and collects the cash on delivery in accordance with 5.5.

*Supplementary charge* SEK 500 per COD delivery.

### 7.11 Proof of delivery

Signed copies of the consignment note cost SEK 125 each. POD from the web is free of charge.

### 7.12 Scheduled deliveries in Sweden

If the goods must be delivered at a scheduled time, which not is standard, an extra surcharge will be debited – see below

Date 10,00	SEK 450 per consignment
Date 12,00	SEK 350 per consignment
Window, delivery a fix day within a time frame	SEK 450 per consignment

## 8. Complaints

Complaints in respect of damaged goods, late delivery or invoicing errors must be made immediately and within 7 days. Compensation for damaged goods is regulated in accordance with NSAB 2000. Clients may not offset a claim for compensation against a freight charge invoice.

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