



CONDITIONS OF CARRIAGE

NTEX AB

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Conditions of Carriage NTEX AB

§ 1 Applicability

Unless otherwise agreed in writing the conditions of carriage shall apply to every transport undertaking agreed with NTEX AB (referred to as NTEX).

“*Transport undertaking*” are transport and storage services performed by NTEX as well as other services referred to in NSAB 2015, § 3.

“*Customer*” is understood to be the party or its agreed substitute with whom NTEX have concluded an undertaking to perform a service as defined above.

§ 2 Applicable terms

If not otherwise agreed in writing, all undertakings are concluded in accordance with the conditions of carriage and NSAB 2015 (with the exception of § 25 A, sections 2 and 4, and § 25 B, clause 1).

§§ 3 Performance of the Contract of Carriage

The Contract of Carriage includes pick-up and collection of goods during normal working hours. NTEX decides the mode of transportation, the types of vehicle and the transportation route, as well as if the goods are to be sent in direct traffic or by reloading.

The performance of the Contract of Carriage is based on free and unimpeded traffic and that the entire transportation route consists of a road or ferry route with the required bearing capacity and height.

If local regulations applicable at the place of departure or at the place of destination do not allow traffic with transport vehicles on the roads contemplated, or if the pick-up or distribution cannot be performed without additional efforts and/or costs for NTEX, an additional charge is debited.

§ 4 Transport documentation

For the performance of the Contract of Carriage according to specified or agreed delivery times, it is the obligation of the customer

- to issue NTEX-approved and correctly completed transport documents, and
- to issue every individual package in a consignment with an NTEX-approved and properly issued parcel label.

§ 5 Transportation with a time guarantee

Transportation with a time guarantee according to NSAB 2015 is only valid if there is a written agreement or quotation that NTEX has committed to perform the Contract of Carriage with a time guarantee. If the customer has made a request or specified conditions regarding the delivery time, e.g. in a transport document, it is not binding for NTEX if the document has not been confirmed in writing by NTEX.

§ 6 Transportation and package labels

The customer is responsible for the description of the goods in the transport documentation and parcel labels being complete and correct. Furthermore, the customer is liable for any and all costs incurred as a result of inadequate or inaccurate information.

§ 7 Packaging

The customer is responsible for ensuring that the goods are packaged and consolidated in such a manner that they can withstand normal cargo handling and cargo securing operation, as well as not to cause damage to other goods. The customer is also responsible for the packaging meeting the requirements of national and international rules and regulations. NTEX is not liable for damage to goods due to the insufficiency or deficiency of packaging and/or consolidation. When the packaging is of a so-called “*display character*”, the packaging is part of the goods’ value and the customer is obliged to protect the goods by protective wrapping to the same extent as the goods themselves.

§ 8 Frost sensitive goods

The carriage of frost sensitive goods is subject to NTEX agreement prior to transportation; failing which NTEX is not liable for frost damage. If a transport has been accepted, NTEX is not responsible for damage to the goods if the outdoor temperature is below minus 15 degrees Celsius at any time during the carriage. The customer is responsible for the goods being clearly marked “*frost-free*”.

§ 9 Dangerous goods

For the carriage of dangerous goods, NTEX shall be notified 24 hours prior to collection. In connection with the booking, the customer shall inform NTEX if the goods are subject to the rules for dangerous goods in road (ADR), railroad (RID), or sea (IMDG) transport. Moreover, the customer has to enter the details provided in the transport document at the time of booking.

§ 10 Loading and discharging

Loading and discharging operations shall be performed by the consignor/consignee at docks and bays decided and indicated by the customer.

Consignor/consignee shall always handle the goods in a safe and environmentally friendly manner without risk of personal injury, damage to cargo and/or other property.

Goods requiring heavy lift and/or special equipment to secure loading and/or discharging in accordance with the provisions stated above, shall be loaded and/or discharged under the consignor’s and consignee’s

care and responsibility, if necessary with the assistance of the transport vehicle crew; however without affecting the responsibility as per above.

§ 11 Securing of cargo

When loading of the cargo is performed by the consignor, it is the liability of the customer to ensure that the consignor will stow and secure the cargo according to the Swedish Transport Administration's – or the equivalent foreign authorities' – regulations and the consignor is responsible for any damage to the cargo, and the driver for any third party damage in the course of carriage.

Dangerous goods must be secured in accordance with the relevant transport regulations (ADR, RID, IMDG etc.).

The customer shall ensure that the consignor procures and provides all extra cargo securing equipment, in addition to the lashing bands provided by NTEX.

The customer shall ensure that the consignor issues load securing certificate for maritime transports, e.g. Container Packing Certificate (CPC), when required.

§ 12 Storage

The terms and conditions of NSAB 2015 for storage do not apply to storage in connection with the carriage of goods. When storage has been specifically agreed, storage is performed excluding the terms and conditions of NSAB 2015 § 25 A, sections 2 and 4, and § 25 B, clause 1.

§ 13 Quotation

A quotation is valid for 30 days from the date it was made unless otherwise agreed. A quotation made by NTEX is confidential and must not be disclosed to third parties.

§ 14 Prices

Prices quoted are net, excluding VAT, and include the services specified in the quotation, based on the prerequisites given as well as foreign exchange and fuel prices according to NTEX currency and fuel tariffs.

Prices are based on free and unimpeded road and traffic conditions and normal loading and discharging conditions. Prices quoted are based on loading and discharging at the premises of suppliers and consignees. In the event of an increase in NTEX's costs as a result of exchange rate fluctuations, increased fuel prices or as a result of events beyond the control of NTEX and which could not have been reasonably foreseen, NTEX has the right to adjust the price in order to compensate for any such increase from the date when any such increase materialises.

Prices quoted include loading/discharging times below:

- 10 000 kilos 30 min
10 000 kilos - 60 min

If the loading or discharging times are exceeded, every half hour initiated will be debited with SEK 250.

The dangerous goods charge between 1-9 999 kilos is SEK 1 100 per consignment; over 10 000 FTL (full trailer load), SEK 1 300 per consignment.

§ 15 Payment terms

Invoices are due 10 days after receipt. The current penalty interest for late payment is 8 % + reference rate. Credit is granted after customary credit review and a credit limit is decided accordingly.

§ 16 Volume calculation

Weight is calculated based on the gross weight of the consignment. Goods with a volume weight exceeding the gross weight are taxed accordingly to the volume weight.

	Great Britain, The Nordic	Norway	Sweden domestic	The rest of Europe	Air	Sea
1 cbm	360 kg 2 000 kg	333 kg 2 000 kg	280 kg 1 950 kg	333 kg 1 850 kg	167 kg	1 000 kg

Goods, when by their nature not suitable for stacking and/or the heights of the packages/pallets exceed 130 cm, are calculated by loading meters or pallet space. Goods exceeding 2,4 meters are subject to a taxation of 400 kilos/meter, per package. Minimum 1 200 kilos. Packages with a length exceeding 6 meters are calculated subject to special agreement.

§ 17 Max weights

In accordance with national rules and regulations.

§ 18 Export bookings

Export bookings are made via e-mail, fax or phone at 12.00 the day before loading at the latest, unless otherwise agreed.

§ 19 Import bookings

Import bookings are made to NTEX offices abroad in accordance with procedures decided by the supplier; alternatively to an appointed partner, or the NTEX office in Sweden.

§ 20 Domestic bookings

Domestic bookings are made via e-mail, fax or phone at 14.00 the day before loading at the latest, unless otherwise agreed.

§ 21 Changes/cancellations

A booking can be changed without charge up until 24 hours before agreed loading time. When changing or cancelling within 24 hours, a minimum 80% of the freight agreed will be debited.

§ 22 Cargo insurance

Cargo insurance is not included in prices quoted and is not covered by NTEX obligations. NTEX' responsibility for goods is limited according to NSAB 2015 and applicable laws and regulations.

Customers are recommended to insure their cargo, in which respect customers are welcome to contact NTEX for further information.

§ 23 Liability

The liability of NTEX in connection with any contract of carriage or undertaking is governed by NTEX conditions of carriage, NSAB 2015 and applicable mandatory national laws and regulations.

NTEX do not accept liability for damage to goods and/or loss of goods caused by stowaways.

In the event the driver has not been present throughout the loading period NTEX do not accept liability for loss of or damage to goods.

§ 24 Sub-contractors

NTEX shall be entitled to subcontract the whole or any part of the carriage, loading, discharging, storing, warehousing, handling and any duties undertaken by NTEX in relation to the goods.

For the purpose of the contract of carriage NTEX shall be responsible for the acts and omissions of any subcontractor NTEX make use of for the performance of the contract.

§ 25 Complaints

In the event of deviation in the transport which gives rise to a claim for loss and damage to goods, a report must be made to NTEX immediately. The damaged goods and its packaging must be kept and photographed.

The customer shall ensure that the consignee inspects the goods on receipt. Any loss or damage to the goods must be noted on the transport document in connection with the receipt of the goods and countersigned by the driver or NTEX' representative.

Loss of or damage to goods not reported in connection with receipt will be considered to have been delivered in good order and condition.

The customer shall ensure that the goods are delivered to a person duly authorised to confirm receipt in writing.

Loss or damage which could not be detected on delivery must be notified to NTEX within 7 days of receipt of the goods, failing which the goods are deemed to have been delivered in good order and condition.

The customer does not have the right to set off claims against freight payable.

§ 26 Force Majeure

NTEX shall be released from any obligation to fulfil any undertaking where NTEX is prevented by events beyond their control and which NTEX could not reasonably have foreseen. NTEX shall inform the customer when such events occur. A party shall be entitled to cancel an agreement if such an event prevails for more than one month or, where a specific period of notice of termination has been agreed, after a period corresponding to such period of notice.

§ 27 Lien

As regards invoices which are overdue, NTEX will apply NSAB 2015, § 14.

§ 28 Disputes

Disputes arising under the Conditions of Carriage shall be resolved in accordance with NSAB 2015, § 29.