



GENERAL CONDITIONS OF TRANSPORT

These General Conditions apply to all transport assignments, which Johs. Rasmussen, Svebølle A/S (hereinafter "Johs. Rasmussen") undertakes to carry out for its customers (hereinafter the "Customer"), unless otherwise agreed in writing.

1. NSAB 2015

- 1.1 All assignments will be carried out pursuant to the General Conditions of the Nordic Association of Freight Forwarders (hereinafter "NSAB 2015") with the additions/modifications that appear from these General Conditions.
- 1.2 Unless otherwise stated in section 24 of NSAB 2015, Johs. Rasmussen's liability for loss, depreciation of or damage to goods is limited to SDR 8.33 per kg (gross weight) and for delays up to the amount of the freight, whereas liability for all other loss is limited to five times the amount of the freight. Anyhow, compensation shall not exceed a maximum of SDR 50,000 in respect of each assignment.
- 1.3 In case of storage, Johs. Rasmussen's total liability for damages occurred on one and the same occasion is limited to SDR 500,000 (section 25 of NSAB 2015).
- 1.4 Particular attention is drawn to the fact that claims against Johs. Rasmussen will be time-barred after one year (section 28 of NSAB 2015), and that liens (section 14 of NSAB 2015) include current as well as previous claims. Charges for freight, etc. shall be paid notwithstanding the delivery terms of the freight agreement (section 11 of NSAB 2015).
- 1.5 NSAB 2015 can be read and downloaded [here](#)

2. The Customer's duty of disclosure

- 2.1 The Customer is obliged to provide Johs. Rasmussen with all relevant information about the goods for the planning and carrying out of the transport, including information about the nature of the goods, quantity, gross weight, dimensions, identity and address of the consignor and the consignee, time and place for collection and delivery, respectively, and other information relevant to the planning and carrying out of the assignment.
- 2.2 The Customer shall ensure that all relevant documents accompanying the goods, duly filled in, are handed over to Johs. Rasmussen before the transport begins. If the goods are classified as dangerous and/or precautionary measures are required for the transport and handling of the goods, the Customer shall provide Johs. Rasmussen with detailed and sufficient information hereon in writing in connection with the entering into of the contract of carriage.
- 2.3 If Johs. Rasmussen is required to file an application with the authorities for permission to carry out the transport, the Customer is liable, in connection with the entering into of the contract of carriage, to provide Johs. Rasmussen in writing with all information about oversize/excess weight, dangerous goods or other information relevant to the authorities' consideration of Johs. Rasmussen's application for permission to carry out the transport assignment.

3. Execution of transport

- 3.1 Johs. Rasmussen will let the equipment be operated by personnel, which is properly trained to carry out the agreed assignment. Thus, the drivers have the necessary knowledge of work rules, handling of goods, document routines, and regulations in respect of driving hours and rest hours, and traffic conditions.



3.2 The Customer shall be liable for loading and unloading of goods. If Johs. Rasmussen is assisting with the loading and unloading of goods, a separate agreement in writing shall be entered into before the transport assignment is carried out.

3.3 If Johs. Rasmussen receives a full container loading, the Customer shall be liable for loading, securing and lashing of cargo in the container.

3.4 Johs. Rasmussen is entitled to use other carriers in connection with the carrying out of the transport.

4. Prices and outlays

4.1 Prices of the agreed transport assignments and other services are stated in the contract entered into between Johs. Rasmussen and the Customer.

4.2 Johs. Rasmussen is entitled to revise the prices quoted to the Customer if increases in Johs. Rasmussen's costs should occur due to, for example, significant changes to the infrastructure, regulatory intervention or the like, fluctuations in exchange rates or other circumstances beyond Johs. Rasmussen's control.

4.3 All regular and predictable costs and outlays in connection with the carrying out of the transport are included in the price quoted to the Customer.

4.4 Special costs and outlays, including costs in connection with the drawing up of customs clearance documents, road pricing and special safety measures, will be charged separately from the Customer.

4.5 Transports, which require procuring of special permissions or the like from authorities, may result in additional costs due to the case handling by the authorities, including route planning. Such costs will be charged separately from the Customer.

4.6 If Johs. Rasmussen and the Customer have agreed that the transport will be settled based on number of kilometres driven, the Customer is entitled, in addition to the price per kilometre, to pay all costs occurred during the performance of the transport, including motorway charges, road tax, ferry fares, bridge and tunnel tolls, telephone communications, customs clearance and similar costs. Kilometre settlements are based on the number of kilometres that are necessary and reasonable for the carrying out of the transport.

5. Payment terms

5.1 The Customer shall pay Johs. Rasmussen's invoices within invoice month + 20 days.

5.2 After the due date, interest and fees will accrue pursuant to the Danish Interest Act.

5.3 If Johs. Rasmussen has reason to expect that the Customer henceforth cannot or will not be able to pay invoices in due time, or if the Customer has reached an agreed credit limit, Johs. Rasmussen is entitled to demand that the Customer pays in advance for every transport or service booked with Johs. Rasmussen.

5.4 In the event of late payment, Johs. Rasmussen will send a reminder to the Customer, demanding the Customer's payment of the invoices due within ten days. If payment has not been made at the expiry of the notification time limit of ten days, given to the Customer by Johs. Rasmussen, this shall be considered a material breach of the Customer's obligations according to the contract of carriage, cf. also sub-clause 10.2, no. 2, below.

5.5 The Customer is not entitled to effect set-offs against Johs. Rasmussen's claims against the Customer. If the Customer, notwithstanding this prohibition against set-offs, effects a set-off, this



shall be considered a material breach of the Customer's obligations according to the contract of carriage, cf. also sub-clause 10.2, no. 3, below.

6. The Customer's liability

- 6.1 The Customer is always liable towards Johs. Rasmussen for any amount, which Johs. Rasmussen has had to lay out in connection with the transport. Likewise, the Customer is obliged to indemnify Johs. Rasmussen if payment of customs duties, dues or the like on the carriage is imposed on Johs. Rasmussen.
- 6.2 Likewise, the Customer is obliged to indemnify Johs. Rasmussen for sanctions pertaining to public law, including criminal sanctions, which may be imposed on Johs. Rasmussen due to circumstances for which the Customer is liable.

7. Insurance

- 7.1 Johs. Rasmussen advises the Customer to take out appropriate transport insurance.
- 7.2 At the entering into of an agreement on storage, the Customer shall be regarded as having simultaneously instructed Johs. Rasmussen not to take out additional insurance in connection with the storage assignment, cf. section 25 A(1) of NSAB 2015.

8. Force majeure and other circumstances beyond Johs. Rasmussen's control

- 8.1 Johs. Rasmussen is not liable for any loss, which is a result of Johs. Rasmussen not being able to comply with its obligations under the contract, if the non-compliance is due to force majeure, war, fire, flood, expropriation, riots, disturbances, import or export regulations, embargos, strikes, lock-outs or other industrial activities or commercial conflicts, terrorism, government intervention, disruption of supplies, pandemics or other serious epidemics, or other circumstances beyond Johs. Rasmussen's control.

9. Complaints

- 9.1 Any notifications of complaint shall be made in writing and sent to Johs. Rasmussen within the time limits stipulated in NSAB 2015.
- 9.2 Any objections concerning Johs. Rasmussen's invoicing shall be made to Johs. Rasmussen in writing immediately upon the Customer's receipt of invoice and under no circumstances after the expiry of the due date stipulated on the invoice.
- 9.3 The Customer's right to raise objections to invoices shall lapse if the objections have not been received by Johs. Rasmussen within the stipulated time limits.

10. Breach

- 10.1 If Johs. Rasmussen or the Customer commits a material breach of its obligations under the contract entered into, the non-breaching party may terminate the contract with immediate effect and thus before the agreed expiry of the contract.
- 10.2 Examples of material breach are:
 - 1. If a party files for insolvency, is in suspension of payments, is declared bankrupt, enters into liquidation or enters into other similar compulsory or voluntary arrangement with its creditors due to indebtedness.

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2. If the Customer, despite the reminders mentioned in sub-clause 5.4 above, fails to pay Johs. Rasmussen's outstanding amounts.
3. If the Customer effects a set-off against Johs. Rasmussen's outstanding amounts, as expressly prohibited according to sub-clause 5.5 above.

The above list is not exhaustive, but are merely examples.

11. Governing law and jurisdiction

- 11.1 Any dispute between Johs. Rasmussen and the Customer shall be settled in accordance with Danish law and any case shall be brought before a Danish court, either before Johs. Rasmussen's home court or before the Copenhagen Maritime and Commercial High Court.