

Transport conditions for SCHENKERocean

The agreements between Schenker AS and our customers are regulated by Transport conditions for Schenker AS, Lov om Vegfraktavtaler and NSAB2000 (Nordisk Speditørforbunds Almindelige Bestemmelser, with exception of § 27c, storage), CMR-, Haag-Visby- and Warszawa- conventions.

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1. General provision

Reservations – Products/prices, etc.

Schenker reserve the right to change product specifications, prices and other circumstances without warning. Schenkers products and services have been developed for the professional market. Schenker reserve the right to deviate from existing regulative by transporting for private persons. NB! All prices are stated excluding VAT.

Extended transport time

In connection to Easter, summer vacation, Christmas and New Year as well as moveable feasts, the transport time will normally be extended by 1-2 days.

Claims

Claims are to take place in writing or by telephone no later than 10 days after invoicing date. The claim is to be directed to the place of invoicing and the following shall be stated:

- Number of shipment
- Time of collection as well as time of delivery.

Terms of payment

Assignments are paid by invoice. Larger assignments are to be invoiced on a continuous basis. Normal time of credit is 10 days from invoicing date. The amount is to be at Schenkers disposal within the due date. If the payment is delayed a delay interest of 15 % p.a. will be charged. When invoicing, an invoicing fee will also be charged. Any objections to the invoice are to take place in writing with Schenker no later than 10 days after the receipt of the invoice. Schenker can require a standard reminder fee when sending a reminder/debt collection, irrespective of the limits determined in the debt collection regulations. When breach in payment also the invoices that are not due for payment can collect together with claims that are overdue. Schenker are entitled to set off against their outstanding account with claims which the customer has towards Schenker.

Inquiries, invoice, etc.

The shipment information is the basis for invoicing. The shipper and the consignee each receive keep a copy when the shipment is delivered. The invoice does not contain any further copy. A copy of receipt for delivery goods can be provided upon request. For further information please take a look at our website, where you amongst others will find shipment surveys. Inquiries regarding invoice, payment, notice of payment etc. are to be directed to the invoicing department. Any objections to the invoice are to take place no later than 10

days after the date of invoice. When the customer wishes changes that are caused due to own circumstances, Schenker will carry this out. The change will be charged to the one who pays the freight.

Limitations

Schenker will not accept the following goods in their ordinary operation:

- Certain types of dangerous goods
- Living animals
- Goods from private to private
- Transportation of valuables
- Furs (international)
- Removal goods
- Liquor and tobacco (international)
- Tank transports

2. Weight and volume calculation

Converting factors

1 m³ = 1 000 kg = 1 W/M

The conversion rate according to applicable bank rate on sailing date/arrival Hamburg or arrival Norway + 2,5 %, minimum kr. 50,-. Container- and dock fee will be charged after three respectively four days.

3. Dangerous goods

Dangerous goods are subject to the regulations in international transport regulations and national instructions. This in order to secure that the transport takes place under circumstances that causes a minimum of risk for endangering life, health, environment and material values.

Shippers of dangerous goods are to prepare the shipment for transportation by:

- Classifying the materials
- Packing in an approved manor
- Mark the pieces with danger notes, UN-number and any other information
- Issue transport document for dangerous goods as well as written instruction in case of an accident, with correct and complete information
- Dangerous goods are to be booked separately
- The documents must be delivered to the driver prior to loading

The forwarder is to reject shipments that do not fulfil the demands in the regulations. Furthermore the forwarder is to complete the transport by providing suitable material, equipment and competence as well as maintaining the different regulations during transit. The regulations regarding equipment and handling of the goods vary some, all taken into consideration the kind and amount of dangerous goods which is applicable. Schenker has excluded some kind of dangerous goods, where there is a demand for special equipment, handling of goods, etc. It is therefore of utmost importance that the circumstances are clarified in advance, before the start of transport. Please contact our sales departments or booking offices for more information

4. Collection/delivery and responsibility

Booking

Shipments are to be booked continuously, or according to agreement.

Transport responsibility

In case of damage/loss one should move forth as:

- If the goods are damaged by receipt, this shall be noted in the receipt document at the same time as the goods are received, and are to be certified by Schenker.
- If the damage is not visible by delivery, a claim must be sent to Schenker immediately after receipt, without any delay. The damaged goods are to be kept until observation has been done.
- If there are any losses by the goods by receipt, this shall be noted in the receipt document and are to be certified by Schenker.
- If the customer wishes to submit a claim regarding compensation, a written and specified compensation claim has to be sent to the nearest Schenker terminal. Documentation of the shipment as well as copy of the commercial invoice must be enclosed.

Limitations in responsibility

The responsibility of compensation on the forwarders hand by damage/loss is limited to a maximum of:

- Land/railway transport: 17 SDR*) per kg gross weight of goods
- Domestic sea freight: 2 SDR*) pr. kg gross weight of goods /667 SDR pr. piece
- Transboundary transport: 8,33 SDR*) per kg gross weight of goods*)

Furthermore liability is regulated and governed by national and international Laws and regulations, covering land transport, rail, sea and air as well as CMR, Haag Visby and Warszawa conventions. All assignments carried out by freight forwarders are regulated by NSAB 2000, with the exception of Article 27 c, storage.

*) 1 SDR = according to applicable currency rate

General responsibility

Goods are received for shipment according to the prices, freight regulations and valid rules which is at all times applicable for Schenker.

Transport insurance

The most common transport risk is something which one can be protected against by taking out insurance. Schenker has, in collaboration with If, a very good offer on insurance solutions. If transport insurance is required, please contact the nearest Schenker terminal for more information.