

**General terms and conditions** for transport services performed by **Torben Rafn A/S** or one of our sub-contractors.

The price quoted/estimated is based on the following assumptions:

**1. Information and documents:** The customer must provide **Torben Rafn A/S** with all relevant information for the performance of the transport, including information on the nature, volume, gross weight and dimensions of the cargo and of the place and time of loading and unloading as well as other information of relevance to the planning of the transport. A technical drawing of the cargo showing support and centre of gravity should be provided to Torben Rafn A/S if required. The customer must also provide the carrier with all required documents relating to the cargo, including any customs documents, veterinary documents and hazard information. The quote is contingent on compliance with dimensions and weight as well as destinations. In case of changes to this information, we reserve the right to postpone the transport if a new transport licence or another vehicle is required for the transport. Any additional costs incurred will be invoiced separately. **The quote is valid for six months** unless otherwise stated. **Torben Rafn A/S** reserves the right to demand prepayment if it is not possible to obtain a good credit rating for the customer.

**2. Performance of the transport:** **Torben Rafn A/S** is obliged to ensure that the equipment and transport are handled by staff, who has adequate training to perform the agreed assignments. The drivers must possess the required knowledge of working time rules, securing of cargo, document procedures in cross-border transport, geography and traffic conditions. The entire transport route must be free of various obstructions such as signs, fences, wires etc., and the road surface must be firm to ensure that the entire transport may be performed without hindrance. The costs of removing signs, lights, traffic islands etc. or laying out iron plates are not included in the quote, unless otherwise agreed. Costs related to police escorts and the like are not included. All extra costs will be billed as per account rendered + 10%. The quote is based on the shortest possible route. In case of obstructions such as roadworks and the like, where significant changes of the route are required, we will submit a revised quote. Unless otherwise provided in the quote, covering of the cargo is not included; however, we do offer tarpaulin covering at DKK 2,500.00 per transport.

**3. Loading/unloading:** The customer is responsible for proper loading and unloading. **Torben Rafn A/S** may assist in loading and unloading by crane or the hydraulic power lift on the flatbed truck. This is only included in the price if expressly stated in the quote. Loading and unloading by crane or other rented lifting equipment are insured for up to DKK 1 million per lift. Two hours will always be allowed for this work at the place of departure and the place of arrival. Unless otherwise agreed, overrun will be invoiced separately.

**4. Freight:** If a kilometre price has been agreed, the customer must pay for all costs in transit, including motorway charges, road taxes, ferry charges, bridge and tunnel tolls, telephone charges and customs clearance. If payment is made per kilometre travelled, this will be based on the number of kilometres required and reasonable to complete the transport, unless otherwise expressly agreed. **Unless otherwise agreed, the payment terms are 20 days net.** In case of late payment, interest will be charged.

**5. Cancellation/postponement:** If a transport assignment is cancelled or postponed, we reserve the right to charge the customer for our costs. If the transport is cancelled or postponed less than 72 hours before the planned time of departure, we reserve the right to charge 80% of the amount.

**6. Limitation of liability:** All transport assignments, both international and national transports, are subject to the provisions of the Danish CMR Act (*Lov om internationale fragtaftaler*). In addition, the General Conditions of the Nordic Association of Freight Forwarders (NSAB 2000) apply to the extent not precluded by the provisions of the CMR Act. The provisions of the CMR Act and NSAB 2000 limit our liability for loss, depreciation of or damage to the cargo to SDR 8.33 per kg gross and for delay to the amount of freight. Liability as an intermediary is limited to SDR 50,000.00 per order. According to section 27C(3) of NSAB 2000, liability for storage is limited to SDR 500,000.00 for our entire warehouse. *Please note that, according to section 30 of NSAB 2000, a claim becomes time-barred after one year, and that, according to section 14, a lien covers both current and previous assignments. According to section 10 of NSAB 2000, claims for freight and agreed additional costs must be satisfied regardless of the terms of delivery of the contract.* All our transports are performed in accordance with the General Transport Rules for Road Haulage (*Almindelige kørselsbestemmelser for vejtransport – AKV 97*). **An All Risk insurance may be taken out with Torben Rafn A/S.**

**7. Curfews.** In some countries, special transports are prohibited by law. If a curfew or other statutory restrictions apply, it will not be possible to deliver the cargo during the hours when special transports are prohibited due to the curfew.

**8. Sub-contracting of transport assignments:** **Torben Rafn A/S** is entitled to let sub-contractors perform transports; however, **Torben Rafn A/S** is only entitled to sub-contract transport assignments to carriers meeting the same requirements as the carrier in terms of insurance, licences, certificates etc.

**9. Venue:** All transport agreements are subject to Danish law, and any disputes between the parties must be settled at the venue of **Torben Rafn A/S**.