

# General Conditions of the Give Sværgods Group.

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**Latest update: 19.05.2010**

- 1. Limitation of liability:** All transport tasks, international as well as national transports, are carried out in accordance with the rules of CMR convention. Moreover, the general rules of Nordisk Speditørforbund - the NSAB 2000 - are applied as far as the rules of the CMR-Law are not preventing it. The rules of the CMR-Law and NSAB 2000 limit our liability for loss, reduction or damage of the goods to SDR 8.33 per kg gross weight, and for delays down to the freight amount. Liability as communicator amounts to maximum SDR 50,000 per order. For warehousing tasks a maximum compensation limit of SDR 500,000 for our whole store is valid in accordance to NSAB 2000 §27c, lit. 3. Special attention is drawn to NSAB 2000 §30 reading that claims become obsolete after one year and that cargo lien according to NSAB 2000 §14 include actual as well as earlier tasks. Freight claim and surplus costs agreed upon have to be paid regardless of the delivery conditions of the trade agreement in accordance with NSAB 2000 § 10. All our tasks are carried out in accordance with the General transport rules for road haulage – AKV 97.
- 2. All abnormal transports and crane tasks** are carried out in accordance with the General Conditions for Abnormal Transports and Crane tasks of DTL/KRAN-BLOK ERFA. The carrier is responsible for the transport or lifting task with certain limitations. If a permit is not issued – or if it is withdrawn - by the authorities without fault of the carrier, the agreement is considered lapsed in its entirety. Good hard standing and accessibility for our vehicles are responsibility of the costumer as well as the legality of the access road and constructions. Damage of access road, surface, underground constructions and other installations is similarly the responsibility of the costumer. Lifting/crane tasks are covered by the carriers lifting insurance up to DKK 500.000 per task presuming the damage is under liability of the carrier. The costumer is responsible for additional insurance drawn through the carrier if the value exceeds Dkr. 500.000.
- 3. Costs of any removal / lifting** of street furniture/wires and replacing of the same being chargeable to costumer.
- 4. Demurrage** will be charged after 1 hour to load and 1 hour to unload unless other agreement is made.
- 5. In due time** the costumer must provide the carrier with relevant information about the cargo such as quantity, weight, dimensions, time and place of loading / unloading an other information considered important for the transport planning. The costumer must also provide the carrier with relevant documents concerning the cargo, such as customs and veterinary documents.
- 6. Loading / unloading.** It is the responsibility of the costumer that loading respectively unloading are done correctly. The carrier's involvement in loading or unloading is subject to an explicit agreement.
- 7. Transports** demanding special permits, special routes or where only a limited number of permits are given by authorities can be subject to increased costs due to a longer transport route, detour or other things. The costumer is liable to such costs.

8. **The carrier** is obligated to let the transport equipment operate by sufficiently trained employees. The drivers must have sufficient knowledge of working rules, securing of cargo, routines of documents, geography and traffic conditions.
9. **Sub contractors** can be used for the transport tasks as long as they fulfil the same criteria for insurance, permissions and certificates as the carrier.
10. **Prices given** are subject to increases due to changes in taxes and duties and exogenous increases in costs imposed the carrier, such as increasing bridge, toll and ferry cost and oil prices.
11. **Any quotation or price information given** are valid for maximum 3 weeks and subject to available transport equipment unless other agreement is made.
12. **All agreements are** subject to Danish law and any dispute is to be settled at the municipal court of the carrier.
13. **The CMR-convention** and the rules of **NSAB 2000** can be found via [dasp.dk](http://dasp.dk) and the general conditions of KRAN-BLOK-ERFA can be found on [dtl.eu](http://dtl.eu).