



Conditions of Carriage

APPLICABILITY

Unless otherwise agreed in writing the conditions of carriage shall apply to every transport undertaking agreed with Cargorange AB (referred to as Cargorange). "Transport undertaking" are transport and storage services performed by Cargorange as well as other services referred to in NSAB 2000, § 3. "Customer" is understood to be the party or its agreed substitute with whom Cargorange have concluded an undertaking to perform a service as defined above.

APPLICABLE TERMS

If not otherwise agreed in writing, all undertakings are concluded in accordance with the conditions of carriage and NSAB 2000 (with the exception of § 6 sec. 2 (time guarantee), and § 27 C3 sec 1 (fire, burglary, waterinsurance).

PERFORMANCE OF THE CONTRACT OF CARRIAGE

The Contract of Carriage includes pick-up and collection of goods during normal working hours. Cargorange 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 CARGORANGE, an additional charge is debited.

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 Cargorange-approved and correctly completed transport documents.



TRANSPORTATION WITH A TIME GUARANTEE

Transportation with a time guarantee according to NSAB 2000 is only valid if there is a written agreement or quotation that Cargorange 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 Cargorange if the document has not been confirmed in writing by Cargorange.

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.

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. Cargorange 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.

FROST SENSITIVE GOODS

The carriage of frost sensitive goods is subject to Cargorange agreement prior to transportation; failing which Cargorange is not liable for frost damage. If a transport has been accepted, Cargorange 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".

DANGEROUS GOODS

For the carriage of dangerous goods, Cargorange shall be notified 24 hours prior to collection. In connection with the booking, the customer shall inform Cargorange 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.



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.

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 Cargorange.

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

PRICES

Prices quoted are net, excluding VAT, and include the services specified in the quotation, based on the prerequisites given.

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 Cargorange's costs as a result of exchange rate fluctuations, increased fuel prices or as a result of events beyond the control of Cargorange and which could not have been reasonably foreseen, Cargorange has the right to adjust the price in order to compensate for any such increase from the date when any such increase materialises.

PAYMENT TERMS

Invoices are due 20 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.



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.

1 cbm = 330 kg, 1 ldm = 1850 kg.

The volume weight is rounded up to 100 kg.

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.

CARGO INSURANCE

Cargo insurance is not included in prices quoted and is not covered by Cargorange obligations. Cargorange' responsibility for goods is limited according to NSAB 2000 and applicable laws and regulations.

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

LIABILITY

The liability of Cargorange in connection with any contract of carriage or undertaking is governed by Cargorange conditions of carriage, NSAB 2000 and applicable mandatory national laws and regulations.

Cargorange 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 Cargorange do not accept liability for loss of or damage to goods.



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 Cargorange 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 Cargorange' 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 Cargorange 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.

FORCE MAJEURE

Cargorange shall be released from any obligation to fulfil any undertaking where Cargorange is prevented by events beyond their control and which Cargorange could not reasonably have foreseen. Cargorange 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.

LIEN

As regards invoices which are overdue, Cargorange will apply NSAB 2000. Disputes arising under the Conditions of Carriage shall be resolved in accordance with NSAB 2000.