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## GENERAL CONDITIONS FOR INTERNATIONAL ROAD HAULAGE EFFECTIVE AS OF JANUARY 1, 2006

### 1. General

All carriage services shall be performed

- in accordance with the General Conditions of the Nordic Association of Freight Forwarders effective at the time of the carriage of the goods
- in accordance with the laws and regulations effective in each country

### 2. Performance of the carriage of goods

The liability of the carrier of the goods covers the period from the time the carrier has taken the goods in his charge to the time of their delivery at the place of destination or when they are placed at the disposal of the consignee at the named place. Should the carriage be affected by any technical hindrance with regard to customs clearance or traffic conditions, this liability may cease at an even earlier stage.

The carrier reserves the right to choose the type of vehicle, the means and routes of transport as well as to decide whether the goods will be transported directly to the destination or by transshipment, unless otherwise agreed.

When the carrier collects the goods from the consignor, it is the consignor's duty on his own responsibility to take care of the loading, stowage and securing of the goods. It is the consignee's duty on his own responsibility to take care of the discharge of the goods that are delivered to him by the carrier. When the driver participates in loading/unloading, he shall perform the work only in the freight space of the vehicle and always on the account and at the risk of the consignor/consignee.

### 3. Goods to be transported by a special agreement only

The following types of goods shall be taken in charge only by a special agreement:

- valuables
- removal goods
- goods requiring special equipment for loading, securing, transport or discharge
- goods which due to insufficient packing could damage other goods
- goods incompatible for transportation with other goods
- goods exceeding the following dimensions: height 2.00 m, length 6.00 m or breadth 2.40 m
- goods that affect the vehicle's stability by causing exceptional weight distribution
- live animals
- arms, ammunitions and explosives
- live plants
- goods vulnerable to variations in temperature

With respect to goods included in ADR/RID/IMDG code (dangerous goods etc.) the provisions of the particular code or the current international regulations of the country in question shall be applied (see also clause 8).

With respect to the transport of foodstuffs the provisions of the Acts on Foods in force and the directions pertaining to them shall be applied. With respect to container/pallet transports or various special transports, the conditions applied shall be agreed upon separately for each case.

#### **4. Contract of carriage**

The contract of carriage shall be deemed to be confirmed, when the carrier has taken in his charge the goods that correspond to the waybill, or when the carrier has received instructions necessary for the performance of carriage and according to these taken the goods in his charge, which he has confirmed either by his signature or a notice via electronic data interchange (EDI) if so agreed.

The consignor shall issue for each consignment a transport order or a waybill from which shall clearly appear the following:

- name and address as well as any customer number of the consignor
- name and address of the consignee and place of destination including post code
- marks and numbers, number and kind of packages
- description of goods (trade name/special rules of authorities)
- gross weight and volume of goods (including transport facilities such as pallets etc)
- instructions for clearance matters or other formalities
- terms of delivery (see also clause 6)
- any special instructions for the handling of the goods (no double stacking, etc.)
- any instructions for the handing over of goods
- list of all documents attached to the waybill/transport order

The consignor warrants the correctness and the adequacy of the information given in the waybill and/or transport order. The transport order shall be issued in good time prior to the intended starting time of the carriage.

The carrier has the liberty to inspect the contents of the consignment in order to verify the conformity of the goods to the information given in the waybill and in the transport order. Furthermore, he has the right to ascertain that all regulations applicable to the kind of goods taken in charge under certain conditions have been taken into account.

Ultimately, it is the consignor's responsibility as the principal of the carrier to bear the freight costs and other charges for the consignment, irrespective of the terms of delivery, if the consignee does not receive or is not willing to receive the goods, or has refused to pay the freight or is unable to do so.

The consignor shall attach to the transport order and waybill all necessary export documents and/or any documents and/or instructions required in each separate case for the goods stated under clause 3.

The contract of carriage is based on traffic without let or hindrance as well as transportation on drivable roads with required carrying capacity.

Should the performance of the contract that the carrier has undertaken to perform be interrupted due to reasons beyond the carrier's control (such as strike, lockout etc.), the carrier shall be entitled to compensation for all expenses incurred and work carried out.

## **5. Pallets**

The exchange of pallets is not performed during loading and discharge.

## **6. Terms of delivery**

The consignor shall state in the waybill and in the transport order the terms of delivery applied in accordance with the Incoterms in force, so as to define the responsibilities of the consignor (seller) and the consignee (buyer) with regard to freight and other transportation costs.

## **7. Packaging and addressing of the goods**

The consignor shall ensure that the goods are adequately packaged so that they withstand the normal stresses occurring during transportation, including any reloading. It is the consignor's duty to ensure that the consignment is provided with appropriate handling markings. The consignor shall be liable to compensate the carrier for any damage and expenses that inadequate packaging may cause to a person, vehicle, equipment, other goods or the environment. The carrier may also refuse to carry inadequately packaged goods.

The consignor shall provide the consignment with clear address markings. For the handling of the goods it is important that any special instructions, such as cold and warm transport requirements, are clearly marked on the transport order, on the waybill and on the consignment. The address markings shall also state the total number of parcels included in the consignment.

## **8. Carriage of dangerous goods**

In the carriage of dangerous goods the consignor shall comply with the laws, regulations and other provisions concerning the carriage of dangerous goods. When ordering the carriage of dangerous goods, the consignor shall in good time prior to the performance of the carriage inform the carrier of the nature of the hazard and, if required, of the safety precautions that must be taken. It is the consignor's duty to complete the requisite goods declaration and waybill describing the kind of goods being transported and to give the carrier a written transport emergency card containing safety instructions.

The consignor shall ensure that the packaging used for the carriage of dangerous goods meets the requirements of the authorities. The consignor shall also ensure that the packaging bears the markings required under relevant legislation. The consignor and the consignee are responsible for ensuring the fulfilment of the obligations laid down in the legislation on the carriage of dangerous goods.

The consignor and the consignee shall ensure that the carrier does not suffer any consequential damage arising from the carriage of dangerous goods, provided that the carrier did not know and reasonably could not detect that the goods are of a hazardous nature.