



## GENERAL CONDITIONS FOR INTERNATIONAL ROAD HAULAGE

### 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/her 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 the right 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 or a place named by him/her, it is the consignor's duty on his/her own responsibility to take care of the loading, stowage and securing of the goods. It is the consignee's duty on his/her own responsibility to take care of the discharge of goods that are delivered to him by the carrier. When the driver participates in the loading, stowage, securing, or unloading of goods, he shall always perform the work on the account and at the risk of the consignor/consignee.

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

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

- valuables (works of art, money, securities, gold and silver, etc.)
- removal goods
- goods requiring special equipment for loading, stowage, securing, transport or discharge
- goods which due to insufficient packaging 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 and plants
- arms, ammunitions and explosives
- goods under excise duty (tobacco and alcohol products, etc.)
- drugs
- goods subject to a cash on delivery payment or special terms of delivery
- waste
- uranium and nuclear waste
- goods vulnerable to variations in temperature.

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

With respect to the transport of foodstuffs, the provisions of the foods legislation 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/her 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/her charge, which he/she has confirmed either by his/her signature or a notice via electronic data interchange (EDI) if so agreed. In addition, a separate agreement in writing shall be required for goods stated under clause 3.

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 code of the consignor
- name and address of the consignee, and place of destination including postal code
- marks and numbers, number and kind of parcels
- description of goods (trade name/special regulations of authorities)
- gross weight and volume of goods (including transport facilities such as pallets etc.)
- instructions for customs 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 the goods
- list of all documents attached to the waybill/transport order
- payer for the freight.

The consignor warrants the correctness and the adequacy of the information given in the transport order and/or waybill. 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 the specified 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 or delayed due to reasons beyond the carrier's control (such as strike, lockout, technical hindrance with regard to traffic conditions, 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 the goods or their inadequate packing 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 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. If the consignment contains more than one parcel, or if the weight of a single parcel exceeds 25 kg and the parcel in question cannot be moved on its own wheels and there is no separate agreement otherwise, the consignment shall be packaged on a base that can be handled by a conventional pallet trolley or forklift truck. The address markings shall also state the total number of parcels included in the consignment.

## **8. Transport of dangerous goods**

In the carriage of dangerous goods the consignor shall comply with the legislation and other regulations 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 the waybill describing the kind of goods transported and to give the carrier any information and documents required for the performance of the carriage.

The consignor shall ensure that the packaging used for the carriage of hazardous materials 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 hazardous materials.

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