



Transport & Spedition

General Terms and Conditions for Sale

Terms

The following General Terms and Conditions for Sale apply to all customers who enters an agreement with HCS A/S Transport & Spedition, Hvissingevej 100, 2600 Glostrup, Company No. 71145816 (hereinafter "HCS") for the performance of a domestic/international freight forwarding and/or transport task. These terms take precedence over all other documents/vouchers/contracts that relates to the task. The performance of all tasks is governed by NSAB 2000 and CMR Convention.

Validity/Acceptance

Offers are valid for acceptance within 30 days.

Payment Terms

Invoice date + 30 days. Payment after the due date is charged interest 2% per month commenced, minimum DKK 75 for first accrued, and DKK 250 for sending a reminder letter.

Credit

The payment terms is provided on the prerequisite that the customer can be credit insured with a reputable credit insurer, and for an amount equal to the expected maximum balance.

Additional costs

Environmental Fee DKK 85, - per shipment.

Invoices submitted in hardcopy by mail DKK 85,-

Invoice Fee DKK 49,-

T-document issued by HCS, DKK 375, - per issue.

IMCO supplement: The listed rates are exclusive, at any time in force, IMCO surcharge as charged by shipping companies.

Oil supplement

The listed rates are exclusive, at any time in force, Oil surcharge. Oil Supplement is adjusted every the first in the month, on basis from the previous month's average oil price on www.statoil.dk

Bunker supplement

The listed rates are exclusive, at any time in force, BAF & MARPOL surcharge as charged by shipping companies.

Conversion factors

Conventional road transport: 1 cbm = 333 kg 1 ldm = 1850 kg 1 ldm = 2200 kg force the Region

Transportation of Air Cargo by road: 1 cbm = 167 kg 1 ldm = 950 kg

Pallets: Eur, disposable pallets, i.e.

HCS makes no pallet exchange and packaging management.

Currency

The listed rates are based on exchange rates from entering the agreement, if exchange rates change more than 3%, the rates change accordingly.

Road tax

The listed rates are inclusive applicable road taxes at the time of entering the agreement, unless otherwise is stipulated. If road taxes are adjusted, the rates change accordingly.

Latency

The listed rates are based on the following time for loading and unloading: partial load 30 minutes free, full load 60 minutes free waiting time. Time in addition amounts to EUR 64, - per commenced hour.

Disclaimer

The listed rates are based on ferry fares, from entering the agreement, if ferry fares change, rates is adjusted accordingly. We accept no liability for costs incurred as a result of political and economic events beyond our control (**including the consequences of the Social and Mobility Package**). HCS is subject to price adjustment when changing freight balances. Vacation and holidays, are subject to extra travel time.

Responsibilities/limitations/set off

All orders are subject to the General Conditions of the Nordic Association of Freight Forwarders (NSAB) 2000 limiting our liability for loss, destruction and damage of goods to SDR 8.33 per kg. And for any delay up to an amount maximized to SDR 50,000 per order, unless the transportation is subject to legislation or a transport document which sets other limitations. For storage the freight forwarder's liability in respect to all entities for injuries, that occur at the same event, limited to SDR 500,000 (§ 27). Attention is drawn particularly to the fact, that claims against the freight forwarder are time-barred after 1 year (§ 30) and that the lien (§ 14) includes both current and previous claims. Claims for freight i.e. must be fulfilled regardless of the contract of sale (§ 10). In accordance with our claim on cargo payment, set off must not be invoked. For the issuance of T-document the issuer is responsible for the timely closure of the T-document, and all costs of the non-closure of T-document is of the issuers expense.

Complaints

Complaint claims must be made no later than on delivery, when it concerns any visible loss or damage, and otherwise within 7 days thereafter, Sundays and holidays not included. Complaint claims must be in writing, if loss or damage was not visible.

Cargo insurance

Cargo insurance policy is made when ordered. HCS encourages in all cases customers to take out a cargo insurance, if the cargo type and/or character makes an insurance relevant. HCS has taken out Freight Forwarders Liability Insurance (SAF) with reputable insurance company, as well as commercial/trade and liability insurance in accordance with statutory requirements.

Force majeure

HCS is not responsible for failure to meet its obligations during the agreement, provided that HCS can show that this is due to an impediment beyond HCS's control, which makes it impossible or unreasonably burdensome to fulfill the task, and which could not reasonably be expected to be taken into account by HCS prior to the occurrence of the impediment.

Law, Jurisdiction and Enforcement

These terms are subject to Danish law and the parties accept and agree the judicial district in which the HCS headquarters is located, as venue, (currently the district court of Glostrup, Copenhagen), or the Maritime and Commercial Court in Copenhagen, after HCS's choice. It is accepted and agreed, that a judgement against the customer, shall be enforceable in any country where the customer has registered an office/branches/subsidiaries, i.e., and that HCS choose as country for execution.

Storage by HCS

Pursuant to NSAB2000 §27 section C no 3, HCS does NOT take out insurance for fire, water and burglary in own name for account of client based on the insurance value of cargo +10% at the time of receipt for storage.

It is responsibility of client to ensure insurance coverage of the stored cargo whilst cargo is in custody of the forwarding agent.

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