



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, Hvingssingevej 100, 2600 Glostrup, Company No. 71145816 (hereinafter "HCS") for the execution 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 execution of all tasks is governed by NSAB 2000 and CMR Convention.

Validity/Acceptance

Offers are valid for acceptance within 15 days.

Payment Terms

Current month + 20 days. Payment after the due date is charged interest 2% per month commenced, minimum DKK 75 for the first interest invoice.

Credit Terms

The payment terms are based on, that the customer can be credit insured with a reputable credit insurance company, for an amount equal to the expected maximum balance.

Fees and surcharges

Invoices submitted in hardcopy by postal service DKK 85,-

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

Oil surcharge

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

Bunker surcharge

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 in the Nordic

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

Pallets

HCS makes no pallet exchange.

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.

Waiting time

The listed rates are based on the following time for loading and unloading: LTL load 30 minutes free, FTL 60 minutes free. Waiting time amounts to EUR 70,- per hour and EUR 700,- per day.

Reservations

The rates offered are based on current ferry fares and bridge rates, from entering the agreement, if ferry fares or bridge rates change, rates are adjusted accordingly. We take reservation for costs incurred as a result of political and economic events beyond our control. We take reservation for price adjustment if freight balances change. Vacation and holidays, are subject to extra transit 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, deterioration 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.

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.

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. Claims must be in writing, if loss or damage was not visible by receipt.

Cargo insurance

Cargo insurance is made on demand. HCS encourages 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 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. This also applies to war, health crisis, epidemics or similar disease outbreaks and recommendations from the authorities in the same connection.

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.

General Terms and Conditions for Sale HCS 2022 Version 3.

