

	IFS Logistics version 3 - Transport Terms and Conditions of Sale	Document – IFS 04.1-4 IFS ref.: 4.1.1-4.1.4
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Terms and Conditions of Sale

General Terms and Conditions

The following general terms and conditions of sale apply to all customers who enter into an agreement with HCS A/S Transport & Spedition, Hvissingevej 100, DK-2600 Glostrup, CVR no. 71145816 (hereinafter referred to as "HCS") for the performance of a national/international forwarding and/or transport assignment. These terms and conditions shall take precedence over all other documents/appendices/agreements relating to the assignment. The performance of all assignments is governed by NSAB 2000 and the CMR Convention.

Validity/Acceptance

The offer is valid upon acceptance within 15 days.

Payment Terms

Current month + 20 days. In the event of payment after the due date, interest will be charged at 2% per commenced month, however minimum DKK 75 at the first interest charge.

Credit Terms

The stated payment terms are subject to the debtor being credit-insurable with a recognised credit insurance company, and for an amount corresponding to the expected maximum outstanding balance.

Fees/Surcharges

Invoice sent as hard copy by post: DKK 85.

IMCO surcharge: The stated rates exclude the IMCO surcharge applicable at any given time, as charged by the shipping lines.

Compliance & Sustainability Fee

A Compliance & Sustainability Fee equivalent to 1.5% of the base freight rate will be applied. The fee contributes towards the ongoing costs associated with regulatory compliance, certifications, quality management, sustainability initiatives, and customer-specific compliance requirements.

Fuel Surcharge

The stated rates exclude the fuel surcharge applicable at any given time. The fuel surcharge is adjusted on the 1st day of each month based on the average oil price of the preceding month at www.circlek.dk.

Bunker Surcharge

The stated rates exclude the BAF & MARPOL surcharge applicable at any given time, as charged by the shipping lines.

Conversion Factors

Conventional road transport:

1 cbm = 333 kg 1 ldm = 1,850 kg 1 ldm = 2,200 kg applicable to the Nordic countries

Road transport of Air Cargo:

1 cbm = 167 kg 1 ldm = 950kg

Pallets

HCS does not exchange pallets.

Currency

The stated rates are based on current exchange rates. If exchange rates change by more than 3%, the rates will be adjusted accordingly.

Road Taxes

The stated rates include the road taxes applicable at the time of entering into the agreement, unless otherwise stated. If road taxes are changed, the rates will be adjusted accordingly.

All prices quoted and/or agreed are exclusive of the upcoming road toll in Denmark as of 01.01.25, which from that date will be charged in addition to the quoted and/or agreed prices.

All prices quoted and/or agreed are exclusive of the upcoming increase in road tolls in Germany as of 01.12.23, which from that date will be charged in addition to the quoted and/or agreed prices.

Waiting Time

The stated rates are based on the following time allowed for loading and unloading: part load 30 minutes free of charge, full load 60 minutes free of charge. Waiting time in excess thereof will be charged at DKK 520 per hour and DKK 5,200 per day.

Reservations

The rates offered are based on current ferry prices and bridge tolls. If ferry prices or bridge tolls change, the rates will be adjusted accordingly.

We reserve the right to adjust for costs resulting from political and economic events beyond our control. HCS reserves the right to adjust prices in the event of changes in cargo balances. In connection with holidays and public holidays, reservations are made for any additional transport time.

Liability/Limitations/Set-off

All assignments are performed in accordance with the General Conditions of the Nordic Association of Freight Forwarders (NSAB) 2000. These provisions limit our liability for loss, depreciation and damage to goods to SDR 8.33 per kg. For delay, liability is limited to the freight amount, however maximum SDR 50,000 for each order, unless the transports are subject to legislation or a transport document stipulating another limitation. In the case of storage, the freight forwarder's liability in relation to all principals for damage occurring in one and the same incident is limited to SDR 500,000 (\$27).

Particular attention is drawn to the fact that claims against the freight forwarder become time-barred after 1 year (\$30), and that the lien (\$14) covers both current and previous claims. Claims for freight etc. must be honoured irrespective of the delivery terms of the commercial agreement (\$10). Set-off may not be invoked against our claim for freight.

When a T-document is issued, the principal is responsible for the timely closure of the T-document, and all costs resulting from failure to close the T-document shall be borne by the principal.

Storage at HCS

Pursuant to NSAB 2000 §27, letter C, no. 3, HCS does NOT, in its own name and for the account of the principal, take out insurance against fire, water damage and burglary based on the invoice value of the goods upon delivery for storage + 10%. The principal is responsible for ensuring insurance cover for the stored goods during the period in which they are in the custody of the freight forwarder.

Claims

Objections must be made no later than upon delivery in the case of loss or damage that is visible, and otherwise within 7 days thereafter, excluding Sundays and public holidays. Objections must be made in writing if the loss or damage was not visible upon receipt.

Cargo Insurance

Cargo insurance is only taken out upon request. HCS always encourages the taking out of cargo insurance if the nature and/or character of the goods makes cargo insurance relevant.

HCS has taken out Freight Forwarder's Liability Insurance (SAF) with a recognised insurance company and is commercially and liability insured in accordance with statutory requirements.

Force majeure

HCS shall not be liable for failure to fulfil its obligations during the performance of the assignment if HCS can demonstrate that this is due to an impediment beyond HCS's control, which makes it impossible or unreasonably burdensome to fulfil the assignment, and which HCS could not reasonably have been expected to have taken into account prior to the occurrence of the impediment.

This also includes war, health crises, epidemics or similar outbreaks of disease, as well as recommendations from the authorities in this connection.

Law, Venue and Enforcement

These terms and conditions are governed by Danish law, and the parties agree that the judicial district in which HCS's head office is located shall be the venue, currently the Court in Glostrup, or the Maritime and Commercial High Court in Copenhagen, at HCS's discretion.

The customer further accepts and agrees that a judgment against the customer, cf. the above, may be enforced in any country in which the customer has registered an office/branch/subsidiary etc., and which HCS chooses as the country of enforcement.

Transport of Food Products – IFS Logistics

All transport and handling of food products performed by HCS shall be carried out in accordance with the applicable requirements of the IFS Logistics standard, including requirements relating to hygiene, traceability, temperature control, prevention of contamination, cleaning and disinfection, as well as staff training.

HCS ensures that relevant procedures are implemented and maintained in order to protect food safety throughout the transport process and any intermediate handling.

The customer is responsible for providing correct and complete information about the nature of the goods, including any specific temperature requirements, hygiene requirements, allergen risks or other special handling requirements prior to transport.

Unless otherwise expressly agreed in writing, HCS assumes no responsibility for product-specific quality parameters beyond those relating to transport safety as defined by IFS Logistics and applicable legislation.

Any deviations observed during transport that may affect food safety will be documented and reported to the customer without undue delay.

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