

# Schenker Oy's general terms and conditions as of 1 June 2016

## 1. Application of Schenker Oy's general terms and conditions

These general terms and conditions are applied to all forwarding, transportation and contractual logistics services provided by Schenker Oy ("the Service Provider") and to the ancillary services of these services ("Services").

## 2. Application of NSAB 2015

In addition to these terms and conditions, the provisions of NSAB 2015 shall be applied to the Services delivered and conveyed by the Service Provider, excluding NSAB 2015's terms and conditions concerning time promise.

## 3. Service Provider's offer

The Service Provider's offer shall be valid for a limited period of time. If no specific validity period is indicated in the offer, the offer shall be valid for no more than two weeks from its date. The offer has been issued based on the information given by the Customer.

The Service Provider's offer contains the Service Provider's business secrets. The offer and its content are solely intended for its recipient, and the offer or the information contained therein may not be transferred or disclosed to a third party.

## 4. Service

The Services are defined in more detail in the Service Provider's offer, the agreement signed between the Customer and the Service Provider and in its Appendices.

The Service Provider shall be entitled to produce the Services using its selected production procedures and methods and, if required by the prevailing conditions, to change the selected production procedure or method. The Service Provider undertakes to foster the Customer's reasonable interests when making changes.

## 5. Ordering a Service

The Customer can order Services electronically, in writing or verbally, or by delivering goods that are the object of the shipment to a Service Provider's outlet that receives goods in order to provide Services. The service order binds the Customer. The delivery of the goods to the Service Provider's outlet or their pick-up must be agreed beforehand with the Service Provider.

A Service order must be placed in good time before the planned Service commencement time. The schedules to be applied to the Service, such as the minimum order time and possible delivery time estimates, are defined in the applicable Service Description. A customer-specific schedule can be confirmed in an agreement concerning the Service and in its Appendices.

## 6. Service information

The Customer must submit to the Service Provider the information needed for the provision of the Service electronically in connection with the order and before the

commencement of the provision of the Service at the latest. The Service Provider defines the necessary information. The Customer must prepare for the situation that the Service Provider's need for information is dependent on the Service to be ordered. The Service Provider shall also be entitled to receive information during and after the Service.

## 7. Responsibility for information

The Customer is responsible for the information given. The Customer is responsible for the information in the order concerning the Service and for the correctness, faultlessness and sufficiency of the information. The Customer is always responsible for the information it has given in the transportation order and in the consignment note and otherwise submitted to the Service Provider.

The Service Provider is not responsible for the defects caused by missing, incorrect or insufficient information in the provision of the Service.

The Service Provider shall be entitled to check the information submitted by the Customer. If it detects a difference in information, the Service Provider shall be entitled to provide the Service in the manner required by the information it has checked, or to interrupt the Service. The Service Provider shall always be entitled to invoice the Customer based on its general price list valid at any given time or on a customer-specific price list if the goods delivered as the object of providing the Service differ from what has been reported.

## 8. Goods

The goods to be delivered to the Service Provider must comply with the information indicated in the transportation order, documents and the package and otherwise comply with what has been agreed between the parties.

For goods subject to special requirements or classifications, the Service Provider must always submit accurate information, instructions and action requirements concerning the goods. For these goods, a separate written agreement or the Service Provider's other written confirmation of the acceptance of the assignment must always be concluded.

## 9. Receipt of goods

The receipt of goods is confirmed with an electronic or written receipt confirmation.

## 10. Schedule

The Service Provider's valid schedules are available from the Service Provider. The schedules published by the Service Provider are estimated schedules and issued without obligation.

A schedule differing from the schedule published by the Service Provider can be agreed in writing separately with the Service Provider. In addition, a secured written note is made of the agreement concerning the schedule. The Service Provider shall always be entitled to charge an additional fee with respect to the agreed schedules, measures

and procedures.

### **11. Protection, packing and marking of goods**

The Customer shall protect and pack the goods that are the object of the Service properly. The protection and package must withstand the strain caused by the Service, including possible reloading. The goods may not produce any risk of accident to the Service Provider or a third party during the Service. The Service Provider is not responsible for the protection and packaging of the goods, any defects in these or any damage caused by them. When noticing defects, the Service Provider shall be entitled to, but shall not be under the obligation to take action in order to improve the protection, packaging or tying of the goods on the Customer's behalf and under the Customer's responsibility and at the Customer's cost.

The Customer must furnish the shipment with the necessary handling markings.

The Customer shall compensate any damage and costs incurred by the Service Provider, which are caused by the insufficient protection, packaging or marking of the goods. The Service Provider shall be entitled to refuse to transport goods that do not comply with the information given or that have been protected, packaged or marked insufficiently, or interrupt the provision of an already started Service.

The Customer must furnish the shipment with clear, generally approved or separately agreed markings as required by the Service Provider or as agreed with the Service Provider separately. It is important from the point of view of the provision of the Service and the handling of goods that special instructions and requirements, such as a stacking prohibition or a requirement concerning temperature or other conditions, are clearly marked on the transportation order, the consignment note and shipment. The address information must also indicate the total number of parcels contained in the shipment.

### **12. Electronic systems**

If the Service Provider gives the Customer an administrator ID and password intended for its contract customers to its electronic system, the Customer shall be responsible for all IDs and passwords opened for it, for their use and for the actions performed using them. If the Customer has reason to suspect that the ID or password has fallen in the hands of an outsider, it must prevent their use and immediately notify the Service Provider of this. Electronic services are subjected to the terms and conditions concerning them. The Service Provider does not guarantee that the electronic services are available to the Customer without interruption. The Service Provider is not responsible for the damage caused by any defects or errors that may be encountered in the service. The Service Provider shall be entitled to change its electronic services or discontinue their provision and to remove or lock any IDs and passwords opened in the service.

### **13. Service-specific special terms and conditions**

#### **13.1. Road transportation**

##### **13.1.1. Minimum information of an order concerning transportation service**

When ordering the Service, the information required in the

Service Provider's electronic system must be submitted to the Service Provider. The minimum requirement is the information content according to standard SFS 5865.

The Customer must append to a Service order and consignment note the necessary documents, such as export and import documents, and documents and instructions concerning goods subject to special requirements.

##### **13.1.2. Consignment note**

The Customer prepares a consignment note based on the SFS 5865 standard applied to domestic goods transports and a consignment note for international transports in international transportation. When using electronic systems, the content of the information requirements is the same as when using a written consignment note.

In addition to statutory information, the consignment note must contain information required by the standard, other information to be marked in the consignment note, as agreed by the parties, and the information that the Service Provider requires to be marked in the consignment note.

When using electronic systems, the sender and the recipient have the same obligations as when using a written consignment note. The recipient shall be entitled to check the goods and enter any complaints about the goods in the driver's electronic system or in a written document. The Service Provider's electronic system registers the transactions.

##### **13.1.3. Transportation agreement**

The transportation agreement can be confirmed after the Service Provider has received the information needed for the provision of the Service, the relevant instructions, goods complying with the markings of the transportation documents and other documents needed for the implementation of the assignment.

The transportation agreement is confirmed with a consignment note or electronically when the order is available for confirmation. The transportation agreement can also be confirmed with another notification via automatic data transmission or in a manner agreed separately.

The transportation agreement is based on the information submitted by the Customer, on free, unobstructed traffic, normal and anticipated conditions and the possibility to transport the goods via navigable roads that have the necessary bearing capacity.

##### **13.1.4. Means and route of transport**

The Service Provider shall be entitled to choose the means and fleet of transport, vehicle type and the transportation route and upon its choice to transport the goods directly or as a reloaded shipment.

##### **13.1.5. Packaging base**

If a shipment in internal transports in Finland contains several parcels or a single parcel whose weight is over 25 kilograms and the question is not of a wheeled parcel and unless separately agreed otherwise, the item must be packed onto a packaging pallet that can be handled using a normal pallet truck or a forklift truck.

##### **13.1.6. Pallets**

The Service Provider does not change pallets during loading or unloading.

The pallet terms of Finnish Transport and Logistics

(SKAL) valid at any given time are followed in road transports in Finland.

### **13.1.7. Pick-up, loading, stowing, attachment and unloading of goods**

The Service Provider picks up the goods from the Customer or from some other agreed place.

Unless otherwise agreed by the parties in the Agreement about obligations to take specific actions, the goods that are the object of the Service are loaded, stowed, supported and attached in the means of transport under the Customer's responsibility and unloaded from the means of transport under the recipient's responsibility. If the driver participates in the above-mentioned actions for which the Customer or the recipient is responsible, the driver always acts under the responsibility of the Customer or the recipient.

### **13.1.8. Handover of goods to the recipient and receipt confirmation**

The recipient confirms the handover of the goods with a receipt confirmation, also entering in it its name in block letters. The receipt confirmation must be made in the possible electronic system and the consignment note.

Goods unloaded at the Service Provider's terminal must be picked up within one weekday from their arrival. If the recipient has not picked up the goods by the said deadline, the Service Provider shall be entitled to store the goods on the Customer's behalf and charge warehousing and handling fees based on a valid price list.

In addition to these terms and conditions, the Service Provider's service descriptions and the agreement concluded between the Customer and the Service Provider, the sender and the recipient must follow generally approved operating models and practices.

### **13.2. Air and sea transport**

The Service Providers offer is valid based on the costs employed at the time of making the offer and under the payment terms indicated in the offer. The service prices do not include value-added tax, insurance policies or official costs or fees. Also currency, safety, fuel and other applicable surcharges shall be charged separately. The Service Provider reserves the right to price changes.

The application of the service prices requires that the Service can be produced without additional measures, such as measures related to customs clearance and traffic.

### **13.3. Agreement logistics**

The Customer shall take out fire, water and burglary insurance for the goods that are the object of the Service. The Service Provider shall take out the fire, water and burglary insurance denoted in Section 25 A of the NSAB 2015 only on the basis of a separate written agreement.

Goods covered by the chemical or other special legislation can be the object of the Services in accordance with a separately agreed service description concerning them.

The Service Provider's prices have been calculated with the assumption that the Service is provided using the Service Provider's existing personnel and cost level. The Service Provider reserves the right to change the prices and terms and conditions if, due to an arrangement based on the agreement between the parties or in connection with such an arrangement, employees of the purchaser or a third

party are transferred to the employment of the Service Provider.

The agreement logistics services valid for the time being can be cancelled with a notice period of six (6) months unless agreed otherwise in an applicable service description.

### **13.4. Specific goods categories**

The Service Provider provides Services related to the following goods or goods categories only as agreed separately:

- relocation goods,
- goods for whose loading, stowing, attachment, transportation or unloading special equipment is needed,
- goods whose packaging is so insufficient that other goods could be damaged,
- goods that cannot be transported with other goods,
- goods that change the vehicle's weight distribution from the normal,
- weapons, ammunition and explosives,
- high-value items,
- living animals and plants,
- furs,
- goods requiring temperature control,
- products covered by the excise tax legislation (e.g. alcohol, alcoholic beverages and tobacco),
- medicines covered by the medical legislation,
- chemicals covered by the chemical legislation,
- foodstuffs covered by the food legislation,
- hazardous substances covered by the legislation on hazardous substances,
- waste covered by the waste legislation.

### **13.5. Hazardous substances**

Charges and additional fees for hazardous substances are determined according to a separate price list valid at any given time.

In its Services related to hazardous substances, the Service Provider shall follow the valid legislation and the restrictions related to valid permit conditions. Provisions may restrict the providing of the Service.

The Customer must follow acts, decrees and authorities' regulations concerning the transportation and handling of hazardous substances. The Customer accepts Service-related restrictions connected with possible permit conditions. When ordering the transportation of hazardous substances or other Service related to such substances, the Customer must inform the Service Provider in good time before the provision of the Service of the nature of the danger (such as VAK category) and the precautions that the Service Provider must take. The Customer must record in the consignment note the necessary information on the type of goods, the nature of the hazard and precautions and provide the Service Provider with possible other information, instructions and documents needed for the implementation of the assignment.

The Customer shall ensure that the package used for the transportation of hazardous substances, and the package markings, comply with the valid legislation and authorities' regulations. The Customer and the recipient must see to their obligations that have been defined in the legislation on the transportation and handling of hazardous substances and in authorities' regulations.

The Customer and the recipient shall ensure that the Service Provider does not incur damage from a hazardous

substance that is the object of the Service.

The Service Provider may not transport weapons and Class 1 explosives without a separate written agreement. The Service Provider may not transport or handle radioactive substances belonging to Class 7, apart from products with UN Number 2908-2911 that are intended for consumer use. The Service Provider may not transport substances belonging to hazardous substance classes 2, 3, 4.1, 4.2, 4.3, 5.1, 5.2, 6.1, 6.2, 8 and 9 in tank containers.

For goods included in the ADR/RID/IMDG code, the provisions issued in the code and the regulations valid in the appropriate countries shall be followed.

### **13.6. Food transports**

If the Services include foodstuffs, the obligations set out in the valid food legislation and their limitations shall be applied.

## **14. General terms and conditions concerning the Service**

### **14.1. Checking goods or shipments that are the object of the Service**

The Service Provider shall be entitled to check the goods delivered to it, including its measurements, weight and dimensions. The goods must comply with the information indicated in the Service order and consignment note. The Service Provider shall be entitled to make sure that the obligations valid for substances and goods subject to special requirements have been fulfilled and, if defects are detected, take the necessary measures under the Customer's responsibility and at the Customer's cost.

If the goods that are the object of the Service do not comply with the information given or the agreement or legislation, the Customer accepts that the Service Provider shall be entitled to return, destroy or sell the shipment under the Customer's responsibility and at the Customer's cost. Upon the Service Provider's request, the Customer shall pick up the goods from a place indicated by the Service Provider.

### **14.2. Commencement and termination of the Service Provider's liability for goods**

The Service Provider's liability for the goods begins when the Service Provider has received the goods and when the parties have confirmed the receipt of the goods in writing. The Service Provider's liability ends when the goods are handed over to the recipient or placed at its disposal or for its pick-up in a specified place.

For transportation services, however, the Service Provider's liability always ends when the transport unit is delivered to the destination indicated in the consignment note or to some other agreed place regardless of when the goods are unloaded from the transport unit. The Service Provider's liability also ends when the recipient has been informed of the arrival of the goods but the recipient does not accept the goods.

The Service Provider shall not be liable for goods that do not correspond to what has been indicated or for whose type, nature or properties information has not been duly reported.

In exceptional situations, such as authorities' actions or for transport technological reasons, the Service Provider's liability may already end earlier.

### **14.3. Delivery clause**

It is recommended that the Customer gives the Service Provider an applicable delivery clause based on valid Incoterms, both in the transportation order and the consignment note.

### **14.4. Prices and invoicing**

The Service Provider's prices and other charges are available from the Service Provider according to their delivery date. Insofar as the Customer-specific price list does not contain any defined price or fee for a certain action, the price to be applied shall be determined according to the Service Provider's valid price list.

The Service Provider's prices are exclusive of value-added tax, other taxes or fees under public law. The Service Provider charges the value-added tax according to the valid value-added tax act, specified in invoices.

Changes to the Service Provider's costs, which are due to legislation or authorities' regulations, are added to the prices and fees from their entry into force date unless separately indicated otherwise. Prices, surcharges and costs indicated in a currency other than the currency generally used by the Service Provider (euro) are charged from the Customer in euros, converted with the exchange rate valid on the payment or charging date. Exchange rates are converted at the exchange rates issued by the European Central Bank (ECB).

The Service Provider's prices are given based on the information submitted by the Customer. The Service Provider shall be entitled to base its valid prices on the Customer's actual volumes.

The Service Provider's invoicing period is one calendar week and the term of payment seven (7) days from the date of the invoice.

Complaints about invoices must be issued within the payment period. If complaints have not been received within the payment period, the Customer is considered to have accepted the invoice.

Regardless of the indicated delivery clause and payment notifications, the Customer is responsible for Service-related payments, such as valid freight, additional charges and other Service-related costs. The Service Provider shall always be entitled to demand payment from the Customer.

The Customer shall pay a penal interest for its overdue instalments based on the valid Interest Act. However, the minimum amount of the penal interest shall be 16%.

The Service Provider shall be entitled to demand additional collateral from the Customer and adopt preliminary invoicing if changes take place in the Customer's conditions after the signing of the agreement, of the kind that influence or may influence the party's financial position, operations or some other aspect of relevance to the party's position.

The Service Provider's receivables shall fall due immediately upon the termination of the agreement, if the Customer neglects its payment obligation or if the Customer's financial position is impaired.

### **14.5. Credit limit**

The Customer's possible credit limit is agreed separately. The Service Provider shall be entitled to change the credit limit given to the Customer with its notification.

#### **14.6. Service Provider's right of lien and right of retention**

The Service Provider has the right of lien and right of retention to the goods in its possession by way of collateral for all the costs encumbering the goods and for all other receivables from the Customer. If the goods are lost or destroyed, the Service Provider shall be entitled to receive the same amounts of compensation that are paid by the insurance company or some other party. If the Service Provider's outstanding receivables are not paid, the Service Provider shall be entitled to sell as much of the goods that, in addition to the costs, the Service Provider's all receivables from the Customer are covered. If possible, the Service Provider must seek to inform the Customer in good time of any measures that it intends to take in order to sell the goods.

#### **14.7. Right of set-off**

In addition to the fulfilment of statutory set-off preconditions, the set-off of the Service Provider's receivable with the Customer's counter-claim shall be subject to an agreement. The Customer's possible compensation claim against the Service Provider cannot be used for set-off.

#### **14.8. Subcontracting**

The Service Provider shall be entitled to use subcontractors in the provision of the Services. The Customer is responsible for the work of the subcontractors it has chosen or designated.

#### **14.9. The Service Provider's responsibilities**

The Service Provider's responsibility for the goods is determined on the basis of the valid law, applicable international general agreements, NSAB 2015 and the liability terms separately agreed by the parties. The Service Provider's responsibility is based on trust unless otherwise stated in compelling legislation.

The Service Provider's contractual liability towards the Customer is limited to the service fee to be paid for the agreed task or part thereof. The obligation of the party demanding compensation is to limit the damage and to indicate the damage caused, the causal relation and the amount of the damage.

The Service Provider is not responsible for any indirect damage or other damage that is difficult to anticipate.

The Service Provider is not responsible for conditions that it could not have avoided or the consequences of which it could not have prevented through reasonable actions (such as a strike, authorities' actions, fire, the blockage or slowdown of traffic, water damage, a criminal act). The Service Provider is not responsible for the actions, mistakes or negligence of the Customer or a third party, insufficient protection or packaging of the goods or their incorrect or insufficient marking, special vulnerability to damage or environmental conditions or Service disturbances or interruptions caused by a force majeure.

#### **14.10. Forwarding liability insurance**

The Service Provider holds valid forwarding liability insurance.

#### **14.11. Insurance**

The Service Provider does not insure the goods unless separately agreed in writing with the Customer.

#### **14.12. Force majeure**

A force majeure shall denote an aspect that appeared after the signing of the agreement or the making of the order that is beyond the parties' influence or that could not be foreseen, that the Service Provider was not aware of at the time of concluding the agreement and that prevents, delays or materially hampers a party's fulfilment of its contractual obligations, such as fire, traffic accident, natural incident, authorities' actions, industrial action, state of emergency, war, mutiny, seizure, new or amended decrees or authorities' regulations, the refusal or limitation of a permit necessary for the implementation of the service, currency limitations, import and export bans and limitations or another unusual aspect beyond the parties' control that has considerable influence.

A force majeure also includes the delay of the subcontractor's delivery when the delay is caused by a force majeure.

The prevented party must provide the other party with a notification of the force majeure immediately after having noticed it.

The prevented party is released from its performance obligations for the duration of the force majeure. If the implementation of the assignment is interrupted or disturbed by a force majeure, the Service Provider shall not be responsible for the consequences of the force majeure in the Service and the other contractual party shall not be entitled to refer to a performance defect or related rights due to the consequences caused by the force majeure or for their part. The Service Provider shall be entitled to a compensation for its costs caused by the force majeure and for the work it has done in the same way as for other costs related to the service or the goods that are the object of the service.

#### **14.13. Compliance with legislation**

If the Service Provider notices that the provision of the Service is prohibited or limited fully or in part or that the Service would violate any valid legislation or norms, including the valid legislation and norms of the United States, the European Union or an independent state, especially valid legislation or norms the purpose of which is to prevent or restrict terrorism or to place embargos, the Service Provider or another company that is party to or object of a legal act and belongs to the DB Schenker Group shall always be entitled to refuse from a single Service or a related order, interrupt the provision of an already started Service and cancel the Service agreement without advance notification or compensation liability.

Notwithstanding its other commitments, the Service Provider shall be entitled to submit information to the authorities in order to prevent, reveal and investigate crime.

#### **14.14. Refraining from implementation**

The Service Provider shall be entitled not to accept the Customer's orders and to refrain from the implementation of a confirmed Service due to the Customer's anticipated or earlier breach of contract, if the Customer's financial position is weakened or for some other corresponding cause regardless of what the agreement between the parties would otherwise require.

#### **14.15. Cancellation of the agreement**

A Party shall be entitled to cancel the agreement with its notification if the other party materially and repeatedly violates its contractual obligations and the party in breach has not remedied its breach within thirty (30) days from having received a written notification from the violated party.

The notification of the cancellation must demonstrably be submitted to the party in breach within fourteen (14) days from the end of the aforementioned deadline. Issues on which the cancellation of the agreement is based must be specified in the notification.

In addition, the parties shall be entitled to cancel the agreement with a written notification if the other party is applied or applies for bankruptcy or is declared bankrupt, placed in business reorganization proceedings or liquidation or is found indigent in recovery proceedings. A party has the same right if the other party becomes insolvent or its financial position is materially weakened from the time of concluding this Agreement.

#### **14.16. Contractual obligations upon termination**

When the agreement is terminated, the parties shall take care of their mutual contractual obligations based on the agreement that were originated before the termination of the agreement. The Service Provider shall not be under the obligation to accept new tasks after the notification of termination.

When the agreement is terminated, all Service-related invoices shall fall due.

#### **14.17. Notifications**

Any notifications, notices and complaints related to the agreement must be made in writing or in some other demonstrable manner to a party's official address.

If a party's information changes, the party shall notify the changes to the other party without undue delay.

#### **14.18. Amendments to the agreement**

All amendments to the agreement shall be made in writing and confirmed with the parties' official signatures.

#### **14.19. Transfer of the agreement**

A party may not transfer the agreement or its rights and obligations thereunder to a third party without the other party's written consent.

#### **14.20. Waiving rights**

A party is not considered to have waived its right based on law or a general practice unless a specific agreement has been concluded to that effect or unless the desire to waive such right has been specifically expressed after the origination of conditions related to the exercise of such right.

#### **14.21. Applicable laws and place of jurisdiction**

Finnish law is applied to the Service Provider's contractual relations.

Any disputes arising from or related to the agreement will be settled finally in arbitration proceedings in Helsinki according to the arbitration rules of the Central Chamber of Commerce. The language of the arbitration proceedings is English. The arbitration proceedings shall resolve a dispute concerning international road transport based on Finnish law and the CMR general agreement.