

Transport conditions DB SCHENKERland



Transport conditions DB SCHENKER*land*

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All customer agreements are governed by these Transport conditions for Schenker AS, Lov om Vegfraktavtaler and NSAB 2015 (Nordisk Speditørforbunds Alminnelige Bestemmelser, with the exception of § 25, storage), CMR-, Haag- Visby- and Warszawa- conventions.

1. General provisions

Reservations – Products/prices, etc.

Schenker AS reserves the right to change product specifications, prices and other conditions without prior notice. Schenker's products and services have been developed mainly for the business to business market. Schenker AS reserves the right to deviate from the applied current tariff when delivering to private addresses. NB! All prices stated are exclusive VAT.

Increased transit times

In connection with Easter, summer, Christmas and New Year as well as public holidays transit times will normally increase by 1-2 days.

Claims

Claims must be made in writing or by telephone no later than 10 days after the invoice date. The claim must be directed to the invoicing dept. and include the following information:

- Consignment note number
- Time of collection and delivery

Terms of payment

Payment for a consignment is paid on receipt of an invoice. Larger consignments will be invoiced on a shipment by shipment basis. The normal time of credit is 10 days from the invoice date. The whole amount must be paid into Schenker's bank account within the due date. In the event of late payment we withhold the right to charge interest on overdue

payments in accordance with the applicable interest rate for delayed payments pursuant to Norwegian law. An invoicing fee will also be charged. Schenker AS has the right to charge a standard reminder fee in connection with debt collection, irrespective of the restrictions outlined in the standard debt collection regulations. In case of a breach in payment, invoices that are not overdue will automatically default for payment together with invoices that are overdue. Schenker AS has the right to set off provisions against outstanding claims.

Inquiries, invoices, etc

The shipment information is the basis for the invoice. The shipper and the consignee each receive a copy/receipt when the shipment is delivered. The invoice does not contain any further copies. A copy of the receipt of delivery can be provided upon request. For further information on domestic shipments please visit our website, under eSchenker, where you can find customer specific shipment invoices as well as shipment information including the consignee's signature. Queries concerning invoice payment, notice of payment etc. are to be directed to the invoicing department.

Fees and additional charges

Fees, additional charges, fuel and currency surcharges will be charged in accordance with the current official rates/fees which can be found on www.dbschenker.com/no or as specified in each transport agreement.

Limitations

Schenker AS does not accept the following goods: Certain classifications of dangerous goods, live animals, goods to and from private addresses, valuables, furs (international), personal effects, alcohol and tobacco (international), tank transports, art

2. Product description DB SCHENKER/land domestic

| Product | DB SCHENKERsystem | | | DB SCHENKERDirect |
|---|--|---|--|---|
| | Parcels | Pallet one-item | Groupage | |
| Max. number of items . per shipment | 1-35 kg: 1 pcs. | 200-800 kg: 1 pcs. | No limitations | No limitations |
| Max. dimensions per shipment | - Length + circumference ≤ 3,6 m - No lengths to exceed 1.8 m | 0.8 m width 1.2 m length 2 m height | 1,2 m width 2,3 m length 2,0 m height | No limitations |
| Max/min. weight | 1-35 kg | 200 - 800 kg | Max. weight per pc.: 1 000 kg. Max. weight per shipment: 2499 kg. | Min. weight: 2 500 kg |
| Max/min. volume | | | Max. volume per shipment: 7499 dm ³ | Min. volume per shipment: 7500 dm ³ |
| Volume calculation Conversion factor | 1 m ³ = 286 kg 3.5 dm ³ = 1 kg | | | 1 m ³ = 333kg 3 dm ³ = 1 kg |
| Type of goods | - All type of goods, except temperature regulated goods below 4 degrees Celsius. - Certain types of dangerous goods are excluded. | | | - All type of goods that are relevant to our part load operation. |

3. Product description DB SCHENKER/land international

| Product | DB SCHENKERsystem and system premium |
|------------------------|--|
| Max/min. volume | Max length 2.4 meter (longest side), second longest side max 1.8 meter, height 2.2 meter. See separate point below for other dimensions. |
| Max/min. weight | Max actual weight: 1,500 kg. Max calculated weight: 2,500 kg. |
| | DB SCHENKERdirect |

| | |
|---|--|
| DBSCHENKERpartload | Max weight: 19,400 kg, less than 11 LDM and less than 55 cubic |
| DBSCHENKERfullload | Weight of more than 19,400 kg, 11 LDM or more and above 55 cubic. Dedicated, weight independent FTL available on request. |
| Pre-Notice | Pre-notice about pick-up and delivery. This option is for information purposes only and is not applicable for changing pick-up or delivery times. |
| Fix Day delivery & pick up | Option for fixed date for pick-up and delivery. Time of day is not guaranteed. |
| Time Window delivery & pick up | Option for fixed time slot for pick-up and delivery morning or afternoon. Morning is defined between 09.00 - 12.00 and afternoon between 13.00 - 16.00. |
| Proof of Delivery | This option includes original CMR-document as proof of delivery, either as a scanned or a physical document. |

4. Weight and volume calculation

The freight calculation is based on the shipments freight calculation weight. The higher of actual weight, volume weight, load meters and pallet places is the basis for the freight calculation. It is the shipper's responsibility to ensure that the dimensions and weight of the shipment are correct and Schenker will as a standard calculate the freight calculation based on dimensions/weight. In case reported dimensions/weight is lower than actual freight calculation weight, Schenker will reserve the right to make corrections so that actual freight calculation weight is reflected in the invoice to the shipper/customer.

Freight calculation - domestic

The volume weight of the items is calculated by multiplying the length, width and height. Actual weight of the items will be rounded up to nearest kg and actual volume will be rounded up to the nearest dm³, before converting to the freight calculation weight. The freight calculation weight is calculated by summing up the freight calculation weight of each item. If due to the shape, size or content of the shipment loading is not possible the freight charge will be based on load meter or pallet place.

Freight calculation - International

The volume weight is calculated by multiplying the length, width and height. Actual weight will be rounded up to nearest kg and actual volume will be rounded up to the nearest dm³, before converting to the freight calculation weight. If due to the shape, size or content of the shipment loading is not possible the freight

Conversion factors – domestic

Groupage, parcels and direct distribution: 3.5 dm³ = 1 kg (1m³ = 286 kg)

Part load: 3.0 dm³ = 1 kg (1m³ = 333 kg)

All products: 1 LM* = 2 000 kg. 1 PPL* = 800 kg = 0.4 LM.

* LM= load meter (the container/trucks width x height x 1 meter)

* PPL = pallet place (1.2 m x 0.8 m) and the height of the transportation unit.

Shipments \geq 2 500 kg/7500 dm³/1.2 LM/3PPL uses the conversion factors for part load, shipments under this limit are freight calculated based on the conversion factor for groupage.

Conversion factor – international

1 m³ = 333 kg

1 LM* = 1850 kg (Europe) and 2000 kg (the Nordic countries)

1 PPL* = 740 kg (Europe) and 800 kg (the Nordic countries) = 0.4 load meter

* LM = load meter (the container/trucks width x height x 1 meter)

* PPL = pallet place (1.20 m x 0.80 m) x height

For shipments over 5000 kg a minimum rate in the applicable weight interval is the same as the maximum rate in the preceding interval. When calculating the price, shipments less than

5000 kg will be rounded up to the nearest 1 kg, and shipments over 5000 kg, up to the nearest 100 kg. Shipments over 7.5 m³/2 500 kg will be delivered directly to the customer providing customs, traffic conditions etc. does not prevent this from happening. If the shipment has to be offloaded at the terminal an additional fee will be charged for distribution.

Fixed weights – domestic

Schenker AS will for certain products calculate the freight according to fixed item weights. This applies to:

| | |
|---|---|
| Bicycles, two-wheeled, unpackaged, all kinds | 60 kg pr. Item |
| Bicycles, packaged and with the handlebars parallel | 50 kg pr. Item |
| Tyres for passenger cars. | Actual weight + 50% |
| Snow scooters, snow sledges, mopeds and motorcycles. | Actual weight + 300% |
| Secured pallets (with plastic and/or strapped) with a minimum size of 0.8 m x 1.2 m (EUR-pallet). | Actual weight/volume. Min. 200 kg. pr. item |
| Pallets measuring less than 0.8 x 1.2 m. | Actual weight/volume. |

Volume goods – domestic

Groupage shipments where at least one of the items is heavier than 1000 kg., two sides exceed 2 m. or one of the measurements is more than 2.3 m, are considered as volume goods. Prices are available on our website.

Volume goods are not included for purposes of delivery time.



Surcharges for international shipments exceeding 2.4 meters length

For international shipments, long goods are defined per item and divided into two categories:

Definition of long goods category 1 (international only)

Per item:

1. Each item weighs less than or equal to 1,500 kg (actual weight)
2. Each item is longer than 2.40 m and up to and including 3 m
3. The width of each item is less than or equal to 1.20 m and the height of each item is less than or equal to 2.20 m.

Per shipment:

1. The shipment weighs less than or equal to 2,500 kg (freight calculated weight)

Definition of long goods category 2 (international only)*Per item:*

1. Each item weighs less than or equal to 30 kg
2. Each item is longer than 3 m and up to and including 6 m
3. The width of each item is less than or equal to 0.40 m and the height of each item is less than or equal to 0.40 m

Per shipment:

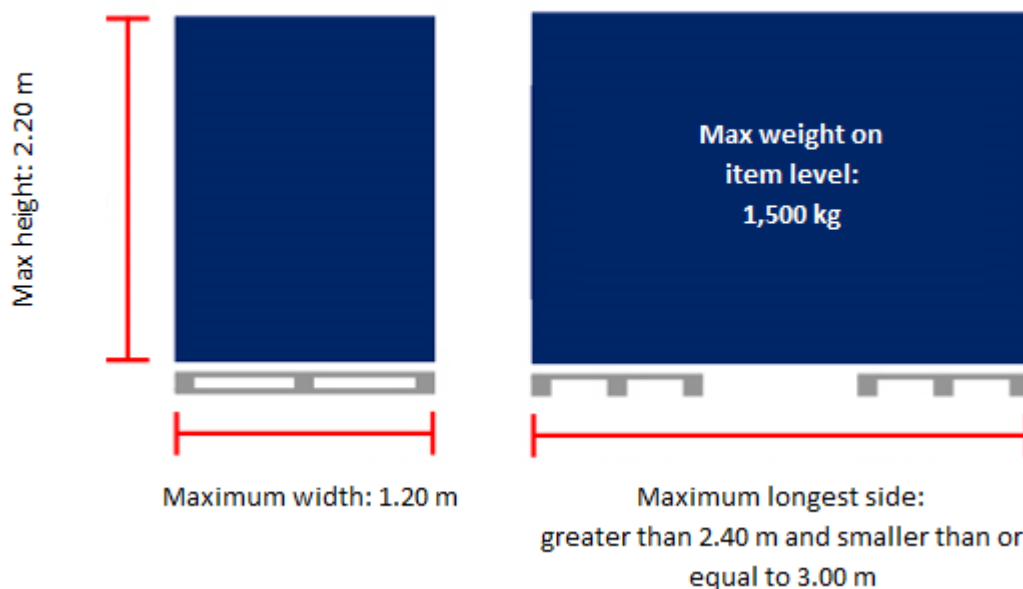
1. The shipment weighs less than or equal to 300 kg (actual weight)
2. The shipment includes max 10 items

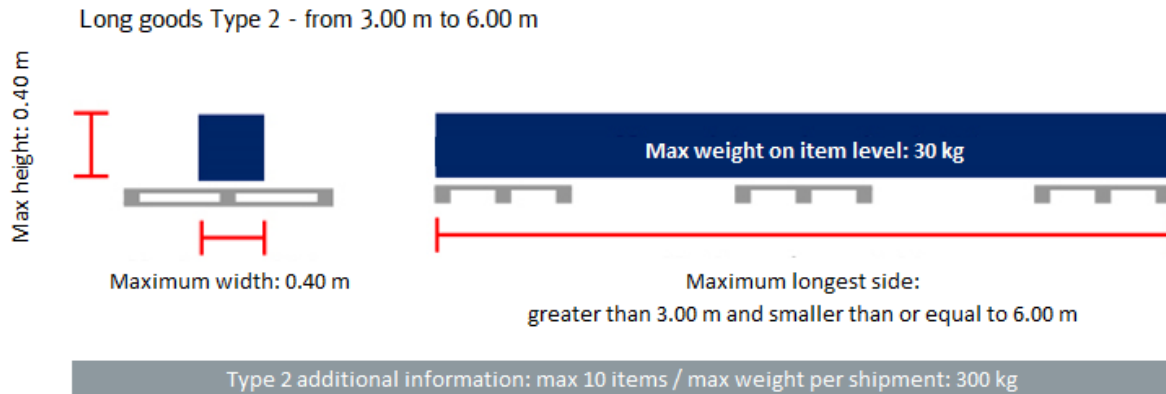
Items or shipments exceeding the above-mentioned dimensions are classified as Direct - DB SCHENKER **partload** or DB SCHENKER **fullloads**. Items or shipments within the above-mentioned dimensions are classified as DB SCHENKER **system** with an extra fee for long shipments.

Long goods cannot be combined with DBSCHENKER **system premium** or other options.

Example:

Long goods Type 1 - from 2.40 m to 3.00 m





Dangerous goods

Dangerous goods are governed by international and national transport regulations. This is to ensure that the transport of the goods is carried out without the risk of endangering life, health, the environment and materials/equipment.

The shipper/sender of the goods shall have the responsibility to secure and prepare the shipment for transportation by following these instructions:

- Classify the content of the shipment
- Use approved packaging
- Label the shipment in accordance with regulations
- Issue correct transport documents for dangerous goods.
- Book dangerous goods separately
- Submit all documents to the driver prior to loading.

Upon breach of the above-mentioned obligation, the shipper/sender shall cover all costs incurred due to such breach.

The forwarder will reject shipments that do not fully comply with the requirements as specified in the dangerous goods regulations. The forwarder is responsible for providing suitable equipment and expertise as well as ensuring that regulations are adhered to during transit. Regulations regarding equipment and handling vary depending on the classification of the goods. Schenker AS does not accept some classifications of dangerous goods. This is when special equipment or handling is required. It is therefore of the utmost importance that all relevant details regarding the shipment are clarified before the start of the transport. Please contact our sales department or booking office for further information.

5. Specific transport terms

Food and food related goods

Food related goods means for example packaging for food storage, food ingredients, animal feed etc.

In order to ensure correct handling of food or food related goods Schenker AS must receive information regarding the shipment when the booking takes place. The goods must also be labelled correctly indicating whether the content is food or food related. Schenker AS cannot take responsibility for shipments that are incorrectly labelled.

If there are any special handling requirements i.e. storage or temperature regulation then this must be communicated to Schenker AS during the contract negotiations or when the booking takes place. This is to ensure suitable handling and forwarding equipment is made available.

Pallets (Domestic)

Administration of pallet returns is a service Schenker AS can provide for customers.

Transport on standard EUR-pallet:

For shipments on EUR-pallets you must indicate the number of pallets as well as the dimensions/weight of the shipment. A standard EUR pallet measures 800x1 200 mm in accordance with the Norwegian standard nr. 1532. A secured pallet is listed as one item.

Exchange of EUR-pallets:

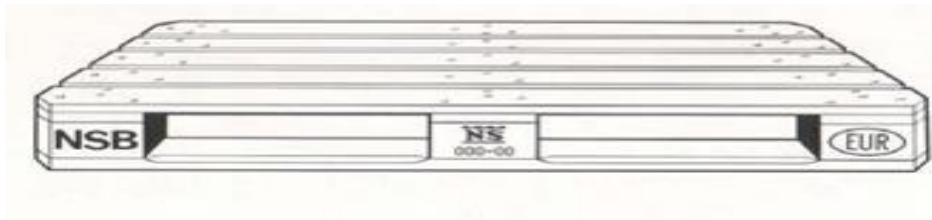
Schenker AS believes that for practical, financial and environmental reasons it is right to encourage the market to recycle EUR-pallets. Schenker AS therefore offers domestic customers an exchange agreement. For customers that do not require this service a non-exchanging agreement will apply. Certain conditions will apply to both agreements.

Agreement for exchange of pallets:

Approved EUR-pallets will be exchanged, providing the exchange is documented with a receipt containing a Schenker reference number (valid for a period of 3 months). Any other pallet receipts will not be accepted the shipper commits to refunding some of the costs to Schenker AS when exchanging pallets. Schenker AS will invoice the shipper on an on-going basis. For payment terms, please refer to our separate folder which can be obtained on request from your nearest Schenker office.

Conditions for an exchange pallet:

- An exchange pallet must not be damaged.
- Both strapped and non-strapped pallets can be exchanged
- EUR-pallets which have been used to transport fish will not be exchanged
- Pallets must be stamped with a European railway administration symbol on the left side, the national standardisation association symbol to ensure that the pallet meets with NS (Norwegian Standard).
- The pallet markings must not be hidden or covered.

Agreement for non-exchangeable pallets:

This agreement presumes that the pallet is secured with plastic and/or Strapped, as well as being clearly marked with a standard red label stating: «Ikke utvekslingspall».

The secured pallet, being clearly marked this way, will be delivered directly to the consignee. Schenker AS will not request any cost refund. Exchange of pallets will then be an issue between shipper and consignee. Schenker AS will however handle transportation of empty pallets against payment.

*General conditions:*

Prices for exchanging pallets can be found on www.dbschenker.com/no under Fees and Extras.

Return of packaging and loading equipment

Return freight to be agreed upon in each separate case. See our website.

Temperature controlled goods (Domestic)

Temperature controlled goods are goods that cannot be exposed to sub zero temperatures. During the winter months special operational procedures are put in place. Prices can be found on dbschenker.com/no.

Every single item must be clearly marked with Schenker AS labels for Temperature controlled goods. Tick the column for «Varmegods/Temperature controlled goods» on the freight label. On the waybill this has to be marked with "T" in column 29 D.

The shipper is responsible for marking all goods that require temperature regulation using labels in accordance with Schenker's requirements. Schenker AS accepts no liability for goods damaged in transit that are incorrectly labelled.

Goods to Svalbard

Goods to Svalbard must be customs cleared for export including goods from Norwegian suppliers. Customs clearance is done based on the information on the commercial invoice, which must be attached to the shipment. Goods without the required paperwork will be subject to delays. Schenker AS can assist with forwarding/customs clearance services etc. It should also be noted that Schenker's domestic transport plan is applicable only as far as

Tromsø. Freight from Tromsø to Svalbard has an added surcharge and must therefore be agreed separately.

Private deliveries: Special terms and limitations

The maximum weight per item is 90 kg. Each item must be packaged and easily carried. Any shipment that does not fit the physical specifications will be delivered on the consignee's location at ground floor level.

Our private delivery service can be used for all types of goods with exception of temperature regulated and dangerous goods. Schenker AS is not obliged to perform any work related to unpacking, or assembling of the contents of the goods. Deliveries to addresses outside Schenker's normal distribution routes will be dropped at the nearest pick up point for collection by the receiver.

Individuals who wish to receive goods / goods on workplace must get approval from their employer in advance. The company must have an attended reception or warehouse that can acknowledge receipt.

Door to door deliveries are available at an additional cost depending on the size and weight of the shipment. Prices and delivery times can be found on Schenker's website www.dbschenker.com/no.

DBSCHENKERsystem og systempremium internal: General and specific conditions

The communicated lead times are conditional upon normal weather and traffic conditions. In addition, lead times for Islands and countries with customs requirements may not fall under the communicated lead times,

When fixed time delivery options is selected on DBSCHENKERsystem premium, the following applies:

- If the shipment is delivered after the fixed delivery time but within the agreed day, the fee for fixed delivery time may be refunded.
- If the shipment is delivered after the fixed delivery time and date, freight cost and fee for fixed delivery time may be refunded.

In addition, these conditions shall always apply for the DBSCHENKERsystempremium money back compensation:

- In the event of country specific bank holidays the holidays regulation from the dispatching branch is binding
- Packaging shall always meet safety standards
- DB SCHENKERsystem premium shipments must be booked before 12 noon.
- Complete and correct booking details on consignment documents are required
- No Money back guarantee if incomplete and incorrect booking details for DB SCHENKERsystem premium bookings
- No further manual labeling by DB Schenker required for DB SCHENKERsystem premium

- Collection and delivery can be processed Mo-Fr within standard operating hours generally

6. Collection/delivery and liability

Collection of goods - Domestic

DB SCHENKER*system*

Fixed times for collection of groupage goods can be arranged by contacting the nearest Schenker office. Customers without a fixed p/up time must contact the booking office to order a p/up in each case. Collections ordered before 12.00 a.m., will be picked up the same day. Collections ordered after 12.00 a.m., will be picked up the following working day. For customers with less than 100 kgs. (Groupage) a day, an additional collection charges will be applied. The same is applicable for customers with less than 6 shipments and a total calculated freight weight less than 100 kg. Customers, who have a fixed collection time, must notify Schenker AS at least one day in advance in order to cancel the p/up.

DB SCHENKER*direct*

Customers with a part load agreement can use our on-line booking solution. Bookings must be placed before 16.00 on the day prior to collection. Customers with no fixed agreement can book collections on an ad-hoc basis and will be charged accordingly. There is an additional charge pr. Ton/m³) for special equipment if required. The same applies for example to a tow truck if this is needed. In case no booking has been submitted, Schenker will calculate separate price for the part load produced as groupage.

Collection of goods - International:

Shipments must be booked by 12.00. one day in advance or by agreement.

Failed trip – Domestic and International

An attendance fee will be charged in cases where customers order a p/up but fail to have the goods ready for collection. The same applies to customers who have fixed p/up time.

Deliveries

Deliveries to Consignees with permanent business address: Consignees located within the distribution area of the terminal will receive direct deliveries. Goods can only be delivered on ground/street level. There is a surcharge for any deliveries that take longer than 15 mins. real time due to conditions for which the customer is responsible. The receiver will be notified if the consignment cannot be delivered directly and will be able collect the shipment at the nearest available Schenker terminal or agent.

If delivery of the part load product requires a back lift truck or a small vehicle an additional charge (pr. Ton/m³) will apply. If a tow truck is needed an extra charge will apply worked out on a case by case basis.

In the price calculation on eSchenker you can get this message: "Expedite/price to ...". This means the price applies to a stated destination or place of expedition. For example it may be necessary to use a local forwarder at a certain location for the final delivery. In these cases the local forwarder's rates will apply and be invoiced to the consignee directly.

Deliveries to addresses which are outside of Schenker's normal delivery radius will be dispatched to the nearest Schenker terminal or the Agent's location. The agent will inform the consignee by phone or mail. An attendance fee will be charged in cases where the consignee is not present to take delivery of the shipment. When distributing goods to private addresses certain terms and conditions apply.

Unforeseen incidents on main distances carried on railway

Many of the main distances are primarily based on carrying by railway. Occasionally incidents occur which result in stops as to the carrying by rail. Any extra costs connected to the entire or partial carrying by vehicle will then have to be charged the freight payer.

Transport liability

In case of damage/loss the following will apply:

- If the goods are damaged on delivery this must be noted in the receipt documentation and verified by Schenker AS.
- If the damage is not visible on delivery a claim must be sent to Schenker AS immediately after receipt and without delay. The damaged goods must be stored until an inspection has been carried out.
- Any losses must be noted in the receipt documentation and verified by Schenker AS.
- Customers claiming compensation must send a written and specified claim to the nearest Schenker office.
- All relevant documentation as well as a copy of the commercial invoice must be enclosed.

Limitation of liability

Unless otherwise specified herein, the national and international laws and regulations applicable to land transport, rail, sea and air as well as CMR, Haag Visby and Warszawa conventions will regulate the responsibility of Schenker. All assignments carried out by freight forwarders are regulated by NSAB 2015, with the exception of Article 25, storage.

In regard to the terms and conditions of NSAB 2015, the liability of Schenker in certain situations is limited in accordance with the regulations in clause 2, whereas the liability of Schenker in certain situations will be limited in accordance with other regulations.

The responsibility of Schenker AS to compensate in the event of loss, damage/shortage of goods under transportation is however always limited to a maximum of:

- Domestic and international airfreight: 19 SDR*) per kg gross weight.
- International transport by car: 8.33 SDR*) per kg gross weight.
- International sea freight: 2 SDR*) pr. kg gross weight /667 SDR pr. Item

- International railway transport: 17 SDR*) per kg gross weight.
- Domestic transport by car, railroad and sea freight: 17 SDR*) per kg gross weight.

*) 1 SDR = according to current currency rates.

If Schenker AS has fully compensated the value of the goods, Schenker AS shall upon notification be entitled to the ownership of the goods.

Upon carriage by sea and/or by air, the supplier shall be deemed as an agent, without responsibility for third parties actions and/or omissions when performing the consignment, cf. NSAB 2015 §§ 3c and 22-24.

Delivery outside Schenker AS' normal place of delivery (such as ramp, storage etc.), will be carried out on the risk of the consignee. Private deliveries to either offices or private houses will not be considered as the conveyors normal place of delivery. The consignee will be responsible to take necessary precautions and actions to prevent vulnerable surfaces to be damaged under delivery.

General liability

Goods are received for carriage in accordance with current freight tariffs and regulations applicable to Schenker AS at any given time.

Transport insurance

It is possible to insure goods against the most common risks in transport. Schenker AS in cooperation with AIG can offer insurance coverage If required. Please contact your Schenker office/terminal for further information.