

DB Schenker General conditions (Norway)

For land transport within Europe



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DB Schenker's General Conditions (Norway) are applicable for all assignments performed by Schenker AS (DB Schenker).

The following conditions govern our services:

- Customer agreements / agreed conditions
- Product specific conditions (Chapter B herein)
- General conditions (Chapter A herein)
- Nordisk Speditørsforbunds Allminnelige Bestemmelser, NSAB (NSAB 2015).

To the extent there are conflicting provisions in the above-mentioned documents, the rules shall rank in the listed order (with superiority for the customer agreement).

DB Schenker's website www.dbschenker.com/no contains the the latest version of DB Schenker's General Conditions, product information and detailed provisions for prices and fees. If changes are made to NSAB 2015, DB Schenker's General Conditions or product specific conditions during the contract period, the latest versions will become applicable. DB Schenker also reserves the right to adjust terms, prices and fees in the event that taxes/duties, road toll or other circumstances occur which increases DB Schenker's costs.

Our products and services are developed for business customer. DB Schenker reserves the right to deviate from applicable price lists for services rendered to consumers. All prices are listed exclusive of value added tax.

Fees, additional charges, fuel and currency surcharges will be charged in accordance with the current official rates/fees published on www.dbschenker.com/no

CHAPTER A.

1 General Conditions

1.1 Collection

DB SCHENKERsystem

Fixed times for collection of groupage goods can be arranged by contacting the nearest DB Schenker office. Customers without a fixed pickup time must contact the booking office to order a pickup 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, additional collection charges will apply The same is applicable for customers with less than 6 shipments and a total calculated freight weight less than 100 kg.

Customers with a fixed collection time must notify DB Schenker at least one day in advance in order to cancel the scheduled pickup.

EDI must be transferred at the lates at collection time in order for DB SCHENKER to deliver in accordance with the product specific conditions.

DB SCHENKERdirect

Bookings must be placed before 15.00 two days prior to collection in order to secure pickup in accordance with the tranpsort plan. Customers with no fixed agreement can book collections on an ad-hoc basis and will be charged accordingly.

Extra charges apply if collection requires sepcial equipment such as for example crane, back loader or smaller vehicles. In case the EDI contains incorrect product code, DB Schenker will calculate a separate price for the direct shipment based on system groupage + 100%.

International shipments must also be booked before 15.00 two days prior to collection unless otherwise agreed.

Transportation time for all products will normally increase with 1-2 days during easter, summer, Christmas/New Year and bank holidays.

EDI must be transferred at the lates at collection time in order for DB SCHENKER to deliver in accordance with the product specific conditions.

1.2 Failed trip

An attendance fee will be charged in cases where customers order a pickup but failed to have the goods ready for collection. The will be charged to the party ordering the pickup. The same applies for distribution and for customers who a have fixed pickup time.

1.3 Delivery

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 minutes due to conditions for which the customer is responsible

If delivery of the direct/part load products requires a back lift truck or a small vehicle, or if a crane is needed, an extra charge will apply 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 that deviate from ordinary transportation routes will be dispatched to the nearest DB Schenker terminal or agent's location. Information will in such case be given by phone or mail when possible. When distributing goods to private addresses, specific terms and conditions apply.

1.4 Unforeseen incidents on main distances carried on railway

Many of the main distances are primarily based on carriage by railway. Occasionally incidents occur which result in stops in the railway transport.

Extra costs connected to the entire or partial carrying by vehicle will in such cases be charged to the freight payer.

1.5 Delivery to private addresses

The maximum weight per item is 90 kg. All shipments will as a general rule be delivered on street/ground floor level.

Shipments with door delivery must be packaged securly and be easily possible to carry/deliver to the assigned place. If these requirements are not met, the shipment will be delivered on street/ground floor level. Door delivery is associated with a fee.

Our private delivery service can be used for all types of goods with exception of temperature regulated and dangerous goods.

DB Schenker is not obliged to perform any work related to unpacking or assembling of the contents of the shipment. Deliveries to addresses outside DB Schenker's normal distribution routes will be dispatched at the nearest pick up point for collection by the receiver.

Individuals who wish to receive shipments at their 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.

1.6 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 obligations, the 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.

DB Schenker does not accept certain classes 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.

1.7 Unlabelled goods

If a shipment is unmarked or looses its label(s) and neither sender nor receipient is possible to idently with reasonable efforts, DB Schenker reserves the right to auction the goods for sale through an independant third party.

Auction This right to sell requires that the goods has been in DB Schenker's possesion more than 3 months.

1.8 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 DB Schenker 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.

DB Schenker does not 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 DB Schenker in the customer contract or when the booking takes place. This is to ensure suitable handling and forwarding equipment is made available.

1.9 Temperature controlled goods

Temperature controlled goods is 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 DB Schenker's 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 DB Schenker's requirements. DB Schenker AS accepts no liability for goods damaged in transit that are incorrectly labelled.

Temperature controlled goods utilizes equipment that is capable of withstanding sub zero temperatures. Any requirements for temperature log must be separately agreed per route when entering into a transport agreement.

1.10 Pallets

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

General provisions:

Return of pallets and/or other transportation accesories must be agreed on a case-bycase basis.

Transport with standard EUR-pallets:
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:

DB Schenker believes that for practical, financial and environmental reasons it is right to encourage the market to recycle EUR-pallets. DB Schenker therefore offers domestic customers an exchange agreement. For customers that do not require this service a non-exchange agreement will apply. Specific 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 ongoing 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. DB Schenker will not request any cost refund. Exchange of pallets will then be an issue between shipper and consignee. DB Schenker will however handle transportation of empty pallets against payment.

2 Weight and volume

2.1 General provisions

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 - Inland

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.

Parcel shipments exceeding the conditions/description for the product will be invoices as DB SCHENKERsystem.

Conversion factor - domestic System, Parcel and DDInNight, 3.5 dm3 = 1 kg (1m3 = 286 kg)

Direct:

3.0 dm 3 = 1 kg (1m 3 = 333 kg)

All products:

- 1 LM* = 2 000 kg. 1PPL* = 800 kg = 0,4 LM
 * LM = load meter (the container/trucks width x height x 1 meter).
- * PPL = pallet place (1.20 m x 0.80 m) x height.

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

Conversion factor - international

System & Direct

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 $(1.20 \text{ m} \times 0.80 \text{ m}) \times \text{height}$

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

DB Schenker 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%
and/or strapped) with a	Actual weight / volume / PPL 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.



2.2 Long goods - international

Shipments classified as long goods/items can not be combined with DBSCHENKERsystem premium or other product options.

Long goods are defined per item and divided into two categories:

Definition of long goods category 1 (international only)

Per item:

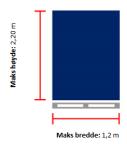
- 1.Each item weighs less than or equal to 1,500 kg (actual weight)
- 2.Each item is longer than 2.40 m and up to and including 3 m
- 3. The width of each item is less than or equal to 1.20 $\,$ m and the height of each item is less than or equal to 2.20 $\,$ m.

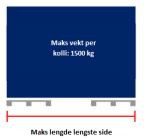
Per shipment:

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

Example:

Lange lengder; Type 1 - fra 2,40 m til 3,00 m





Maks lengde lengste side Større enn 2,40 m eller mindre eller lik 3,00 m

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 SCHENKERpartload or DB SCHENKERfulloads. Items or shipments within the above-mentioned dimensions are classified as DB SCHENKERsystem with an extra fee for long shipments.

Lange lengder; Type 2 - fra 3,00 m til 6,00 m



Type 2: Maks 10 kolli og maks vekt per sending: 300 kg

3 Claims and liability

3.1 Claims

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 DB Schenker.
- If the damage is not visible on delivery a claim must be sent to DB Schenker 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 DB Schenker.
- Customers claiming compensation must send a written and specified claim to the nearest DB Schenker office.
- All relevant documentation as well as a copy of the commercial invoice must be enclosed.

3.2 Limitations 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 Montreal/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 DB Schenker in certain situations is limited in accordance with the regulations in clause 2, whereas the liability of DB Schenker in certain situations will limited in accordance with other regulations.

The responsibility of DB Schenker 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: 22 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 road, railroad and sea freight: 17 SDR*) per kg gross weight.

*) 1 SDR = Special Drawing Right according to current currency rates.

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

Unlabelled goods may be sold by DB Schenker.

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 DB Schenker' 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 is responsible to take necessary precautions and actions to prevent vulnerable surfaces to be damaged under delivery.

3.3 Transport insurance

It is possible to insure goods against the most common risks in transport. Insurance is not included in our prices.

DB Schenker cooperation with AIG can offer insurance coverage If required. Please contact your DB Schenker office/terminal for further information.



4 Personal data (GDPR)

In order to perform the services ordered by our customers, it is complusory for DB Schenker to process certain personal data. This personal data is used to distribute shipments to and from the correct person and to communicate with sender/receipient. As these personal data are required for and an integral part of the assignment, DB Schenker is the data controllor.

The personal data processed by DB Schenker in connection with a freight forwarding assignment is primarily contact information for empolyee(s) of the sender and receiver such as name, phone number, address and e-mailaddress.

All data processing within DB Schenker is done in accordance with appliable law, including, but not limited to EUs regulation 2016/679 ("GDPR")*.

More information on DB Schenker's processing of personal data is available here:

https://www.dbschenker.com/no-en/meta/privacy-policy

*Europaparlamentets Regulation (EU) 2016/679 of 27 April 2016.

5 Force Majeure etc.

DB Schenker is exempt from fulfilling its obligations in the event that circumstances outside DB Schenker's control, and which DB Schenker could not reasonably have foreseen or prevented, occurs.

Such events shall always include, but is not limited to, war, acts of war, natural disaster, strikes, lockouts, blockade, errors in public infrastructure, explosions, floods, balancing of the masses, pandemics, major accidents or similar situations, as well as other cicumstances outside of DB Schenker's control.

In the event of a above-mention cicumstance, DB Schenker will inform the affected parties as soon as possible, to the extent reasonably possible.

DB Schenker may terminate any agreements with immediate effect if any of the above-mentioned circumstances is in effect for more than 1 month.

In the event that the services or parts of the services performed by DB Schenker or our customers is or becomes prohibited under any laws or regulations, including but not limited to US-law, law of the European Community or national laws, including but not limited to laws and regulations relating to the fight against terrorism, corruption and embargos, both parties shall be entitled to cancel such service or parts of the service at any time, without prior notice and without incurring liability

CHAPTER B.

6 Product specific conditions

6.1 Product specific conditions DB SCHENKERland domestic:

	DB SCHENKERparcel	DBSCHENKERsystem premium	DB SCHENKERsystem	DB SCHENKERdirect
Max. number of items per shipment	1-35 kg: 1 item	No limitations	No limitations 200 - 800kg - 1 item	No limitations
Max. dimensions per shipment	Length + circumference ≤ 3.6 m No lengths to exceed 1.8 m	1.2 m width 2.3 m length 2.2 m height	1.2 m width 2.3 m length 2.2 m height Pallet one item 0.8 m width 1.2 m length 2.0 m height	No limitations
Max./min. weight	1-35 kg	Max weight per item: 1000 kg. Max weight per shipment: 2499 kg.	Max weight per item: 1000 kg. Max weight per shipment: 2499 kg.	Min. weight: 2500 kg
Max./min. volume	Items exceeding the above criteria will be shipped as DB SCHENKERsystem	Max volume pr. shipment: 7499 dm3	Max volume pr. shipment: 7499 dm3	Min volume pr. shipment: 7500 dm3
Volume calculation conversion factor		1 m ³ = 286 kg 3.5 dm ³ =1 kg 1 LDM 2000kg		1 m333kg 3 dm³=1 kg
Type of goods	All type of goods, except t Certain types of dangerou	temperature regulated goods s goods are excluded		All type of goods that are relevant to our part load operation.

	DB SCHENKERparcel	DBSCHENKERsystem premium	DB SCHENKERsystem	DB SCHENKERdirect
Max. number of items per	1-30 kg: 1 item	No limitations	No limitations	No limitations
per shipment	than 1.2 m will be charged an extra fee No lengths to exceed 1.8 m	Max length 2.4 m (longest side), second longest side max 1.8 m, height 2.2 m See also separate point on long goods.	Max length 2.4 m (longest side), second longest side max 1.8 m, height 2.2 m. See also separate point below for other dimensions.	No limitations
Max./min. weight		Max actual weight: 1500 kg. Max freight calculated weight: 2500 kg.		Min. weight: 2500 kg Max weight conditional upon type of equipment
Max./min. volume			Max volume per shipment: 7499 dm3	Min volume pr. shipment 7500 dm3
Volume calculation conversion factor		1 m ³ = 333 kg 1 LDM = 2000 kg Nordic coun 1 LDM = 1850 kg Europe	I tries	1 m ³ = 333 kg 1 LDM = 2000 kg Nordic countries 1 LDM = 1850 kg Europe
	The following types of goods are not accepted for transport without preapproval: Temperature controlled goods Animals and plants Weapons Large items that cannot be loaded/unloaded with fork lift Certain types of dangerous goods are excluded			

6.3 DBSCHENKERsystem og system premium: Specific provisions

The lead time in the transportation plan is conditional upon normal weather- and traffic conditions. Longer transportation times is to be expected to islands and for transport across boarders.

The lead time for DBSCHENKERsystem may be up to 2 days longer than for DBSCHENKERsystem premium. DB SCHENKERsystem premium has first prioirty in the chain of transport against a fee (DB SCHENKERsystem + 30%).

The following refund is applicable for DBSCHENKERsystem premium;

- Refund of the system premium fee if the shipment not is delivered on the agreed day or time.

Refund for DBSCHENKERsystempremium is conditional upon:

- Booking of the shipment before 12.00
- All booking details being correct and complete
- No manual labelling is required
- The receipient is available on site at time of delivery
- That the extra fee for DB SCHENKERsystem + 30% has been charged. Deviating fees voids refund.

For refund claims DB Schenker needs invoice- and shipment number. Refund claims for premium shipments are submitted through via eClaims.

7 Options DB SCHENKERsystem

Pre-notice: DB Schenker informs the receipient of delivery time by text message or e-mail

Fix Day: Sender chooses a fixed day for delivery of the shipment, (max +3 day deviation from the transportation plan).

Fix Day 10: Sender chooses a fixed day for delivery of the shipment, (max +3 day deviation from the transportation plan). The shipment will be delivered before 10:00 on said date.

This option is available for specific post codes. More information is available in our transportation plans at www.dbschenker.com/no

Fix Day 13: Sender chooses a fixed day for delivery of the shipment, (max +3 day deviation from the transportation plan). The shipment will be delivered before 13:00 on said date.

This option is available for specific post codes. More information is available in our transportation plans at www.dbschenker.com/no

Fix Day to be agree: DB Schenker contacts the receipient and agrees on a delivery date, (max +3 day deviation from the transportation plan).

Econeutral: For the DB SCHENKERsystem products (domestic international transports), DB Schenker offers the option "econeutral". For this option an additional fee ("econeutral fee") applies. The fee-amount derives from an estimation of the CO2 equivalent ("CO2e") footprint based on the taxable weight of the shipment and the distance between pick up and delivery. For shipments booked with the "econeutral option", the estimated CO2e emissions will be offset. The CO2e emissions estimation include all of DB Schenker's shipping activities, related to the customers' shipments booked with "econeutral". The econeutral fee will finance emission reduction projects in developing countries operating under the UN's Clean Development Mechanism. The offsetting is currently made in partnership with atmosfair through the purchase and cancellation of certified carbon credits. A certificate (not tradable) with the amount of tons of CO2e that are offset by DB Schenker can be received directly from atmosfair. With the request for a certificate, you agree that DB Schenker shares your company name, company address, and email-address and the emission to be compensated with atmosfair.

8 Options DBSCHENKERsystem premium

Premium 10: Guranateed delivery in accordance with transportation plan before 10:00. This option is available for specific post codes. More information is available in our transportation plans at www.dbschenker.com/no

Premium 13: Guranateed delivery in accordance with transportation plan before 13:00. This option is available for specific post codes. More information is available in our transportation plans at www.dbschenker.com/no

9 Options DB SCHENKERdirect

Pre-notice: DB Schenker informs the receipient of delivery time by text message or e-mail

Fix Day delivery & pick up: Sender chooses a fixed day for collection or delivery. It is not possible to fix the day for both collection and delivery

Time Window: Sender chooses a fix time period for collection or delivery; morning (09:00-12:00) or afternoon (13:00-16:00). The option fee is dependant on time period for collection or delivery.

