



# **SCHENKER A/S DENMARK**

## **Terms & Conditions**

**AIR, OCEAN AND LAND TRANSPORT**

# INDHOLD

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*All customer agreements are governed by these Terms & Conditions for SCHENKER A/S Denmark, NSAB 2015 (Nordisk Speditørforbunds Almindelige Bestemmelser, with exception of § 25, storage), CMR-, Haag- Visby- and Warszawa- conventions.*

## • General provisions

### **Reservations – Products/prices, etc.**

DB SCHENKER reserves the right to change product specifications, prices and other conditions without prior notice. DB SCHENKER's products and services have been developed mainly for the business to business market. DB SCHENKER 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.

- |                          |                                       |
|--------------------------|---------------------------------------|
| ■ Public holidays        | = 1-2 days.                           |
| ■ Easter                 | = changed timetables available online |
| ■ Summer                 | = changed timetables available online |
| ■ Christmas and New Year | = changed timetables available online |

### **Claims**

Damage, shrinkage or loss that is visible must be reported immediately on receipt of the goods and noted on the signed copy of the transport document. Recipients of a consignment are obliged to check immediately on receipt if the goods have suffered any damage that is hidden by the packaging.

Any hidden damage must be reported to DB SCHENKER as soon as possible, although no later than seven (7) calendar days from receipt of the consignment. DB SCHENKER is not liable for any hidden damage reported after transport if the goods have previously been transported or handled and have not been checked for any hidden damage prior to the last transport movement.

## 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. Standard payment terms are net 10 days from invoice date. The whole amount must be paid into DB 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 Danish law. An invoicing fee will also be charged.

DB SCHENKER 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. DB SCHENKER has the right to set off provisions against outstanding claims.

## Inquiries, invoices, etc.

The shipment information is the basis for the invoice. A copy of the receipt of delivery (ePOD) can be provided upon request or downloaded from eSchenker. For further information on shipments, please visit our website, under eSchenker, where you can find customer specific shipment invoices as well as shipment information. Queries concerning invoice payment, notice of payment etc. are to be directed to the invoicing department.

## Fees and additional charges

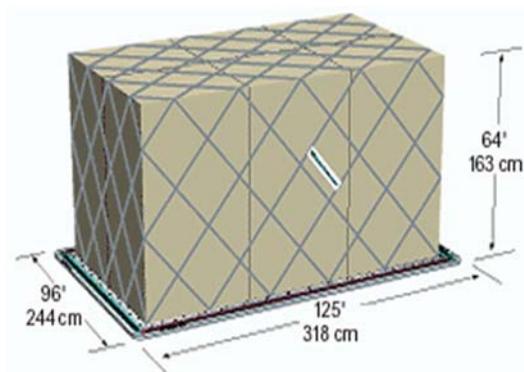
Fees, additional charges, fuel and currency surcharges will be charged in accordance with the valid official rates/fees, which can be found on [www.dbschenker.com/dk](http://www.dbschenker.com/dk) or as specified in each transport agreement.

## Limitations

DB SCHENKER does not accept the following goods: Certain classifications of dangerous goods e.g. radioactive substances, living or dead animals, valuables, furs, personal effects, liquor and tobacco, tank transports and art. Certain types of goods and objects are only accepted for transport as a special undertaking.

## • Product description DB SCHENKER Air

Product	DB SCHENKER <i>airfreight (Lower Deck cargo – standard pallet)</i>
Max/min. volume	Max length 318 cm Max width 244 cm Max height 163 cm
Max/min. weight	Depending on flight type.



As there are many different pallet and flight types, please check possibilities to a specific destination with your local DB Schenker airfreight office.

## Airfreight conditions:

1. The rates are exclusive all applicable taxes, duties, fumigation, inspection, storage, Demurrage, Detention, quarantine, bonded trucking or warehousing, escort, issue of export declaration, handover charges to third parties, handling beyond normal business hours, extra waiting hours, use of special equipment or services (e.g. special transport services, reefer plug-in / monitoring), courier fees, insurance fees, third party billing, government-related charges, other statutory charges, costs for (un)loading, blocking, bracing and cleaning of the container, sorting, (de)palletizing, re-packing, separately processed x-ray checks, hand search, sniffing etc. - due to technical issues (e.g. dimensions, commodity).
2. All transit times – excluding any delays at customs, collection days, departure days and flight schedules are based on current schedules and are subject to changes and airport congestion, if any. Schenker AG will strive to provide CUSTOMER with timely updates about any such change.
3. All rates are based on chargeable weight with a volume ratio of 1:6 for Air Freight shipments. Pick-up day '0' as well as pick-up and delivery within city limits, unless otherwise specified.
4. All rates are based on general cargo, lower deck only. Rates are not applicable for perishable, dangerous goods (DGR) / IMO), valuable (VAL), over-sized and parcel cargo.
5. Air Freight Fuel Surcharge: (please add the following sentence in case all-in rates are quoted)

In the event of extreme fuel fluctuations in the range of 20% or higher, DB Schenker reserves the right to openly address the topic with **xxxCUSTOMER NAMExxx** in order to reach a joint agreement on a final rate adjustment. In case no agreement can be reached within a one-month period, both parties have the right to terminate the contract within a three-months period.

6. Indicated currencies are for calculation purposes only. The exchange rates are based on [www.oanda.com](http://www.oanda.com). The freight invoices will apply to the carriers' stipulated rates of exchange and/or the applicable valid rate of exchange applicable at time of shipment / or at date of issuance of invoice. All invoices and billing statements are subject to issuance in local currency per respective country laws.
7. The customs clearance process operated by the respective Schenker entity requires a 'Power of Attorney' in accordance with applicable laws, to be provided by the shipper / consignee. Any associated fees for the issuing of export declaration documents are excluded from the offer and will be calculated and billed separately when applicable.
8. The Import Customs Clearance Fee offered includes 3 tariff codes per shipment. Additional tariff codes will incur additional fees. Also note that when the respective Schenker entity is not appointed as shipper's/consignee's customs broker, additional costs may apply for CUSTOMER for handover charges, etc.
9. Dangerous goods shipments and shipments containing lithium batteries have to comply with the IATA regulations and are subject to carrier's acceptance.
10. All rates are available and valid for final award and nomination until **dd.mm.yy** (please insert a period of 30 days; starting with the submission date) with a validity from **dd.mm.yyy** to **dd.mm.yy**. In case of an award after the stipulated date, DB Schenker reserves the right to adjust the rates if market condition warrant.
11. Screening charges for export shipments will apply if shipper is unknown. (As per local screening regulations)

12. Whereas Schenker AG (please use legal entity of DBS, which is in charge of this Tender, e.g. Schenker Inc.) is trying to be as accurate as possible regarding national Air Freight Security Screening methods and regulations, there might be occasions when local governments are introducing new rules – even at short notice. Any related additional screening and security costs are not included in the rates and will have to be advised as and when arise.

13. For clarity purpose please note the following definition:

- o Security Fees” are charged by the airline in addition to the freight rate for their service to provide security measures (e.g. secure warehousing, security training of their staff, etc.).
- o Screening Fees” are costs for security screening services undertaken by the forwarder to ensure that shipments are handed to the airline in a “Ready for Carriage” status.

### **Courier & parcel conditions:**

Fuel surcharge is applicable for all shipments – all services. Will be billed as per outlay

Special Handling fee will apply for following shipments:

- Non-stackable - for shipments that are non-stackable
- Not suitable for conveyorbelt- shipments over 30 kgs. that also has dimensions over one or more of the following dimensions: 120 (L) x 70 (W) x 60 cm (H)
- Oversize - shipments weighing 30 kgs or more that exceeds the following dimensions:
  - Express: 120 x 120 x 150 cm
  - Economy: 240 x 120 x 180 cm.
  - Parcel
    - Packages exceeding: Length: 300 cm or Length + Circumference: 400 cm

Additional surcharges may apply here depending on product/service chosen:

### **Parcel**

- Overweight: Packages exceeding 30 kgs, maximum of 50 kgs
- Export Customs Clearance - shipments to CH, GB, IS, NO, RS & TR
- Import Customs Clearance - shipments from CH, GB, IS, NO, RS & TR
- 2<sup>nd</sup> delivery attempt

### **Economy**

- Security Surcharge
- Wrong / Inadequate Address - wrong or Inadequate address provided
- Private delivery

### **Express**

- Security Surcharge
- Wrong / Inadequate Address - wrong or Inadequate address provided
- Private delivery

Special Transport Services - upon request:

- Dangerous Goods
- Dry Ice
- Limited Quantities
- Excepted Quantities
- Lithium Batteries
- Biological Material, Category B

Maximum Dimensions	Economy	Express	Parcel	
Length	240 cm	240 cm	300 cm	per package
Width	120 cm	120 cm	-	per package
Height	150 cm	180 cm	-	per package
Length + Circumference	-	-	400 cm	per package
Maximum Weight	Economy	Express	Parcel	
Per package	1.000 kgs	500 kgs	50 kgs	per package
Per package (non-stackable)	70 kgs	70 kgs	50 kgs	per package
Per shipment	7.000 kgs	500 kgs	-	per shipment

## • Product description DB SCHENKER Ocean

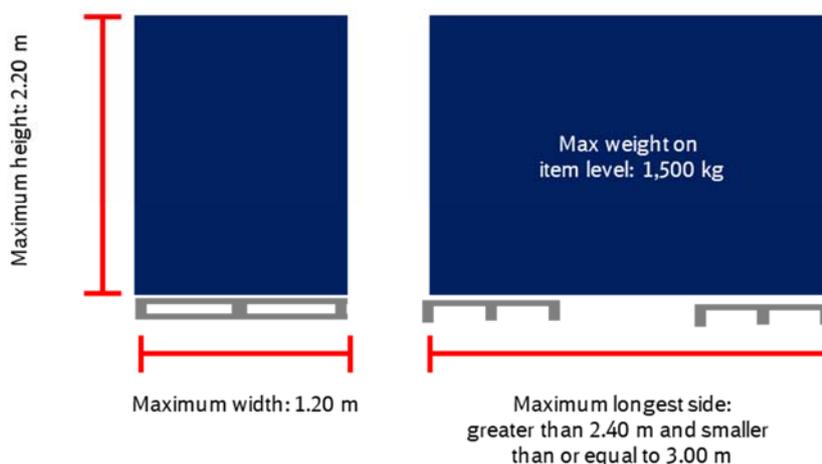
To be updated.

## • Product description DB SCHENKER Land

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

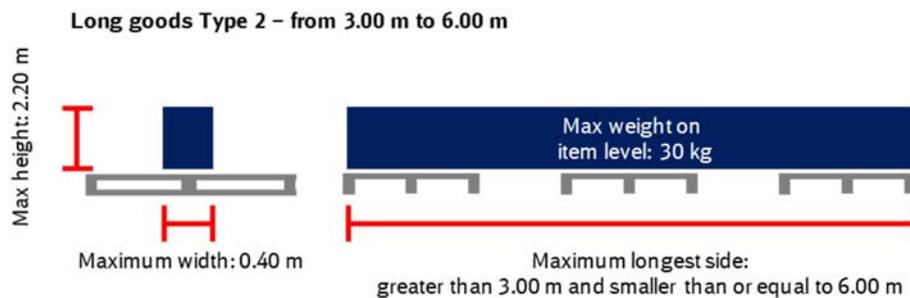
Long goods rules	DB SCHENKERsystem	
Characteristics	Long goods type 1	Long goods type 2
Max. longest side	3.00 meter	6.00 meter
Max. second longest side	1.20 meter	0.40 meter

Long goods Type 1 – from 2.40 m to 3.00 m



Max. height	2.20 meter	0.40 meter
Max. gross weight per item	1,500 kgs	30 kgs
Max. items per shipment	No limits	10

**Example:**



Product	DB SCHENKERdirect
DB SCHENKER part load	Max weight: 19,400, less than 11 LDM and less than 55 CBM
DB SCHENKER full load	Weight of more than 19,400, 11 LDM or more and above 55 CBM. 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.
Tail lift	Direct shipments are not delivered with tail lift.

**Extra fees and charges according to DB SCHENKER’s indicative shipping rates.**

**• 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 DB 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, DB 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**

The volume weight is calculated by multiplying the length, width and height. Actual weight will be rounded up to nearest 100 kg and volume is according to actual CBM, before converting to the freight calculation weight. 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.

## Conversion factor

LAND            1 CBM = 333 kg  
                    1 LDM\* = 1,850 kg (Europe) and 2,000 kg (the Nordic countries)  
                    1 PPL\* = 740 kg (Europe) and 800 kg (the Nordic countries) = 0.4 load meter

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

\* PPL = pallet place (1.2 m x 0.80 m) x height

AIR                1 CBM = 167 kg

OCEAN           1 CBM = 1,000 kg

## • 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.

Dangerous goods are not available for DB SCHENKER *system premium shipments* and increased lead time may occur.

DB SCHENKER 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.

## • Special transport terms

### Food and food related goods

Food related goods means for example packaging for food storage, food ingredients, animal feed etc. 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 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 DB SCHENKER during the contract negotiations or when the booking takes place. This is to ensure suitable handling and forwarding equipment is made available.

## **DB SCHENKERsystem or system premium: General and specific conditions**

The communicated lead times are conditional upon normal weather and traffic conditions. In addition, lead times for Islands, outer regions and countries with customs requirements may not fall under the communicated lead times. When fixed time delivery option is selected on DB SCHENKERsystem premium, the following applies:

DB SCHENKERsystem premium, a lead time guarantee granted for this product, with a refund of freight fees if delivery is between 8 am and 6 pm according to the timetable and the delay was caused by circumstances for which DB SCHENKER is responsible. The freight fee will be refunded following an application and processing thereof according to the described complaints procedure. Refunds comprise paid freight fees exclusive of costs and fees charged by authorities. The lead time guarantee also applies to the optional extras premium 10, premium 13.

In addition, these conditions shall always apply for the DB SCHENKERsystem premium 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.
- 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 8 am and 6 pm.

## **DB SCHENKERsystem Fix day: General and specific conditions**

DB SCHENKER offers unloading on the agreed delivery date according to the timetable. Selectable days for delivery are within the interval +1 to +4 delivery days counting from the date of arrival for DB SCHENKERsystem premium.

### **Fix day 10 / Fix day 13**

- **Fix day 10**, delivery no later than 10 am on the confirmed working day according to DB SCHENKERsystem Fix day.
- **Fix day 13**, delivery no later than 1 pm on the confirmed working day according to DB SCHENKERsystem Fix day.

## **Return of packaging and loading equipment**

Return freight shall be agreed and settled in each single case.

## **• Collection/delivery and responsibility**

### **Booking**

Shipments shall be booked continuously or according to separate agreement.

### **Collection of goods**

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.

#### **DB SCHENKERdirect**

Customers with a part load agreement can use our on-line booking solution. Customers with no fixed agreement can book collections on an ad-hoc basis and will be charged accordingly. In case no booking has been submitted, DB SCHENKER will calculate separate price for the part load produced as groupage.

#### **Failed trip**

An attendance fee will be charged in cases where customers order a pickup but fail to have the goods ready for collection. The same applies to customers who have fixed pickup 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 20 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 to collect the shipment at the nearest available DB SCHENKER terminal or agent.

If delivery of the part load product requires a tail-lift truck or a small/special vehicle an additional charge will apply.

#### **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 DB SCHENKER.
- Any hidden damage must be reported to DB SCHENKER as soon as possible, although no later than seven (7) calendar days from receipt of the consignment. 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 local DB 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, as well as CMR, Haag Visby and Warszawa conventions will regulate the responsibility of DB SCHENKER. All assignments carried out by freight forwarders are regulated by NSAB 2015, except for Article 25, storage.

Concerning 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 be 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 19 SDR<sup>1)</sup> per kg gross weight.
- International transport by road: 8.33 SDR<sup>1)</sup> per kg gross weight.
- International sea freight: 2 SDR<sup>1)</sup> pr. kg gross weight /667 SDR<sup>1)</sup> per item.
- International railway transport: 17 SDR<sup>1)</sup> per kg gross weight.
- Domestic transport by road, railroad and sea freight: 17 SDR<sup>1)</sup> per kg gross weight.

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

Delivery outside DB SCHENKER's 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 consignee's 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 DB SCHENKER at any given time.

### **Transport insurance**

It is possible to insure goods against the most common risks in transport. DB SCHENKER in cooperation with AIG can offer insurance coverage if required. Please contact your local DB SCHENKER office for further information.

## **• Terms and conditions for handling of personal data (the GDPR)**

DB SCHENKER undertakes to fulfil the provisions that follow from the Personal Data legislation, including article 28.3 a)-h) of the GDPR.

“Personal data legislation” include all applicable laws, regulations, directives and rules that apply for processing of personal data, including but not limited to the Data Protection Act (1998:204), the Act on Electronic Communication (2003:389) and other legislation that implement the EU Data Protection Directive 95/46/EC and the EU Directive on Privacy and Electronic Communications 2002/58/EC as well as the GDPR 2016/679 and potential amendments, supplements or legislation that replace such laws, regulations, directives and rules.

The processing of data will be carried out as long as it is required for the fulfilment of the agreement and/ or assignment.

## **• Force Majeure**

DB SCHENKER shall be released from liability to perform an assignment if DB SCHENKER is prevented from doing so by circumstances over which DB SCHENKER had no control and which it could not reasonably have foreseen. DB SCHENKER shall inform the customer immediately when such a situation occurs or ceases.

A party is entitled, with immediate effect, to give notice of termination of an agreement or to terminate an agreement when such a situation persists for more than one (1) month, when a certain period of notice has been agreed or after a period corresponding to the period of notice.

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<sup>1</sup> 1 SDR = according to valid currency rates

## • **Miscellaneous**

In the event services carried out by DB SCHENKER are the subject of a statutory ban (national or international, including legislation deriving from the EU and the USA), particularly with regard to legislation related to trade embargoes or antiterrorism measures, DB SCHENKER is entitled on each occasion, and with immediate effect, to discontinue performance of the services without prior notification and without incurring any liability for payment of compensation in any form to the customer/consignor or the party that takes its place.