



**DB SCHENKER**

**Terms and Conditions of Transport  
(Denmark)**



For land transport in Europe



September 2020

An updated version is always  
available for downloading from  
[www.dbschenker.com/dk](http://www.dbschenker.com/dk)

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All customer agreements are governed by these Transport conditions for DB SCHENKER, NSAB 2015 (Nordisk Speditørforbunds Almindelige Bestemmelser, with exception of § 25, storage), CMR-, Haag- Visby- and Warszawa- conventions.

## 1. GENERAL TERMS AND CONDITIONS

DB SCHENKER Terms and Conditions of Transport (Denmark) apply as the norm for the calculation of freight charges and other transport charges in the DB SCHENKER land transport system. All assignments are performed by DB SCHENKER according to:

- The agreed conditions in each individual case.
- Product-specific conditions
- General terms corresponding to these terms and conditions
- General conditions of the Nordic association of freight forwarders, NSAB (currently NSAB 2015)

Should deviations arise between the aforementioned regulations, priority shall be given according to the order specified above. DB SCHENKER Terms and Conditions of Transport include additions to, and deviations from NSAB 2015.

The DB SCHENKER website [www.dbschenker.com/dk](http://www.dbschenker.com/dk) always contains the most recently updated version of the DB SCHENKER Terms and Conditions of Transport, sales brochures, location supplements and other instructions.

If, during the term of an agreement, an adjustment in NSAB 2015, DB SCHENKER's Location list, Distance table and/or Terms and Conditions of Transport takes place, or if a tax or other charge is added, removed or changed, or if any other general adjustment applicable to the industry is made in the pricing, freight benefits or other increased level of costs that DB SCHENKER cannot influence, DB SCHENKER reserves the right to make the corresponding price adjustment. Legal stipulations, including stipulations that entail limitations on the maximum load that may be carried on a vehicle, can, in certain cases not stated in the Terms and Conditions of Transport, necessitate deviations from the DB SCHENKER Terms and Conditions of Transport.

### 1.1 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.

### 1.2 INCREASED TRANSIT TIMES

In connection with Easter, summer, Christmas and New Year as well as public holidays transit times will normally increase. Valid transit times can be found via [eSchenker](http://eSchenker):

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

### **1.3 CLAIMS**

#### **Damaged goods**

Damage, depreciation or apparent loss must be reported immediately upon receipt of the goods and noted on the signed copy of the transport documentation.

Recipients of a consignment are obliged to check immediately on receipt if the goods have suffered any damage that is hidden by the packaging.

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

Complaints relating to damage of goods arising as a result of the load space not maintaining the agreed temperature shall be made at the time of delivery.

#### **Delayed goods**

Wishes or conditions specified by the customer regarding delivery time, e.g. on the consignment note/transport instruction, are not binding on DB SCHENKER.

According to §19 NSAB, compensation is provided for a delay in transport according to the normal timetable or where there is a specially agreed time assurance when a claim is made and when damage as a result of the delay can be shown to have occurred.

Delays when using DB SCHENKER system premium must be reported to DB SCHENKER as soon as possible, no later than seven (7) calendar days from delivery of the consignment.

### **1.4 TERMS OF PAYMENT**

Payment for a consignment is paid on receipt of an invoice. 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.

### **1.5 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.

### **1.6 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.

## 1.7 CUSTOMS CLEARANCE

The customs clearance process operated by the respective DB 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.

## 1.8 LIMITATIONS

DB SCHENKER does not accept the following goods:

- Certain classifications of dangerous goods e.g. radioactive substances
- Living or dead animals
- Transportation of valuables
- Furs
- Personal effects and removal goods
- Liquor and tobacco
- Tank transports
- Art

Certain types of goods and objects are only accepted for transport as a special undertaking.

## 2. PRODUCT DESCRIPTION DB SCHENKER LAND

### 2.1 DB SCHENKERSYSTEM AND SYSTEM PREMIUM

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	
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 collis	

\*) Long goods is settled according to DB SCHENKER's standard forwarding fees.

### Options and Extra Services

DB SCHENKERSystem		
Product	Price	Explanation
Pre-Notice	DKK 60	Passive information e.g. SMS, e-mail.
Fix Day	DKK 185	Day of delivery predefined by customer.
*Fix Day 10	Fix day + DKK 410	Delivery before 10 a.m.
*Fix Day 13	Fix day + DKK 185	Delivery before 13 a.m.
Fix Day to be agreed	DKK 300	Consignee to be contacted for agreeing day of delivery.
Dangerous goods	Contact local branch	Pricing is depending on goods type, linehaul etc.

DB SCHENKERsystem premium		
Product	Price	Explanation
Freight	Standard freight + 30%	If a System shipment is priced DKK 1,000 the Premium price will be DKK 1,300.
Premium10	Premium + DKK 410	Delivery before 10 a.m.
Premium13	Premium + DKK 185	Delivery before 13 a.m.

## 2.2 DB SCHENKERPART AND FULL LOAD

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. Fix day delivery and pick up cannot be combined. Fix day delivery might affect pick up to avoid storage.
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.

## 3. 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.

### 3.1 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, or if non-stackable, loading is not possible, the freight charge will be based on load meter or pallet place.

### 3.2 CONVERSION FACTOR

- 1 CBM = 333 kg
- 1 LDM<sup>1</sup> = 1,850 kg (Europe) and 2,000 kg (the Nordic countries)
- 1 PPL<sup>2</sup> = 740 kg (Europe) and 800 kg (the Nordic countries) = 0.4 load meter

<sup>1</sup> LDM = load meter (the container/trucks width x height x 1 meter)

<sup>2</sup> PPL = pallet place (1.2 m x 0.80 m) x height

## 4. 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, fix day and fix day to be agreed 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.

## 5. Special transport terms

### 5.1 RETURN OF PACKAGING AND LOADING EQUIPMENT

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

### 5.2 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.

### 5.3 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 SCHENKER*system premium*, the following applies:

DB SCHENKER*system 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 SCHENKER*system 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 SCHENKER*system premium* bookings.
- No further manual labeling by DB SCHENKER required for DB SCHENKER*system premium*.
- Collection and delivery can be processed Mo-Fr within 8 am and 6 pm.

### 5.4 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 +3 delivery days counting from the date of arrival for DB SCHENKER*system premium*.

#### Fix day 10 / Fix day 13

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

## 6. COLLECTION/DELIVERY AND RESPONSIBILITY

### 6.1 BOOKING

Shipments shall be booked continuously or according to separate agreement.



## 6.2 COLLECTION OF GOODS

### DB SCHENKER<sup>system</sup>

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 SCHENKER<sup>direct</sup>

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.

## 6.3 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.

## 6.4 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 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.

## 6.5 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.

## 6.6 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>3)</sup> per kg gross weight.
- International transport by road: 8.33 SDR<sup>3)</sup> per kg gross weight.
- International sea freight: 2 SDR<sup>3)</sup> pr. kg gross weight /667 SDR<sup>3)</sup> per item.
- International railway transport: 17 SDR<sup>3)</sup> per kg gross weight.
- Domestic transport by road, railroad and sea freight: 17 SDR<sup>3)</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.

## **6.7 GENERAL LIABILITY**

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

## **6.8 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.

# **7. 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.

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<sup>3</sup> 1 SDR = according to valid currency rates

## **8. 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.

## **9. 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.