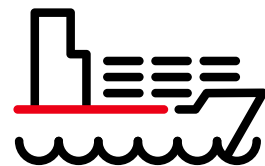




SCHENKER

DB Schenker Terms and Conditions of Transport

Ocean Sweden



January 2023

An updated version is always available for
downloading from www.dbschenker.com/se

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CHAPTER A.

General terms and conditions

DB Schenker Terms and Conditions of Transport (Sweden) apply as the base for the calculation of freight charges and other transport charges in the DB Schenker Ocean freight.

All assignments are performed by DB Schenker according to:

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

All services are provided based on the terms, exceptions and restrictions expressly explicitly specified or referred to in the bill of lading (B/L) from The Great Ocean Line Pte. Ltd (TGOL).

Should deviations occur between the above mentioned regulations, priority shall be given according to the order specified above. DB Schenker Ocean Terms and Conditions of Transport include additions to, and deviations from, NSAB 2015.

If an adjustment in NSAB 2015 or DB Schenker Terms and Conditions takes place during the term of an agreement, 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.

The parties' dealings, besides what is specified above concerning requirements relating to issued bills of lading and that relate to transport assignment in accordance with these terms, shall be settled according to Swedish law, Gothenburg District Court being the competent court.

The DB Schenker website <https://www.dbschenker.com/se> always contains the most recently updated version of the DB Schenker Ocean Terms and Conditions.

1. Basic commitment

1.1 Scope

DB Schenker accepts transport assignments subject to the limitations set out in Clause 1.1.1 - 1.1.2 below.

DB Schenker does not have any obligation to transport goods taken into custody or delivered for transport and which fall under Clause 1.1 General Terms unless agreed in writing.

1.1.1 The following types of goods are only accepted for transport after written agreement:

a) Goods for which special transport restrictions apply according to the law.

Goods for which the importing country, destination country or any transit country has issued restrictions (e.g. import and/or export restrictions)

b) Dangerous or temperature-sensitive goods, wines, spirits, waste, hazardous waste, goods that are liable to be stolen such as computers, consumer electronics etc, valuables such as art, antique objects, jewelry etc, personal belongings or removal goods, live plants, perishable.

c) Goods requiring special devices or arrangements for loading, unloading or transport, such as e.g. machinery.

d) Goods that are inadequately packed which can cause damage on other goods and objects that are not suitable for loading together with other objects.

In relation to transport of food, provisions under applicable food laws and regulations issued in connection therewith apply.

In case of an agreement to depart from the above, the terms and prices at which the assignment is carried out shall be specified.

DB Schenker is entitled to render harmless or to destroy goods taken into custody which are of a hazardous nature, provided such measure is justified to avoid danger. If there is no immediate danger, DB Schenker shall, if possible, notify the client of measures that will be taken in relation to the goods.

1.1.2 Goods that are not accepted for transport

Live animals, weapons, bank notes, tobacco, infectious substances and cash.

DB Schenker reserves the right to specify special terms, or alternatively turn down transport assignments in relation to types av goods other than those specified above.

1.2 Dispatching of goods

1.2.1 Transport documentation

In order for DB Schenker to carry out the assignment and fulfil the transport agreement according to the above or otherwise agreed shipping times, the client is responsible for ensuring that the sender provides information required for the assignment, such as booking information, commercial invoice and packing list.

1.2.2 Delivery terms

Our quotations are, unless other specified, based on Incoterms 2010 and the cost allocation between the seller and the purchaser of goods will be done accordingly.

2. Scope of the transport assignment

2.1.1 Type of assignment

Ocean transport

- LCL (less container load) 1cbm = 1 000 kg

The dimensions of the goods must fit within the profile of a standard container.

It is important to state the dimensions and weight when booking.

- FCL (full container load)
E.g. 20', 40', 40' HC, flat rack, special equipment

For full units, the maximum weight of each unit must be respected and documented correctly. If the goods do not fit within the profile of the container, a quotation must be obtained for excess width and/or excess height.

- Domestic road transport, 1 cbm = 280 kg,
1 loading meter = 1950 kg, 1 pallet space = 780 kg

2.1.2 Booking

Booking refers to a request for collection of goods for transportation according to the DB Schenker products offered.

Booking is made electronically or via e-mail.

When any of the DB Schenker recommended TA systems or eSchenker are used, electronic transfer of the booking information takes place in conjunction with the transport order. (see Connect4Ocean, on page 11)

Collection is planned based on when the booking message is received, customer preference and local conditions.

A prerequisite for the assignment is that the booking of transport and delivery of goods takes place in accordance with the Terms of Transport applicable at that time.

An agreed deviation from the standard regarding the form in which a message is sent and the booking time must be documented in a process description (SOP) that is agreed by both DB Schenker and the customer.

Mandatory information when booking:

- Shipper (name and address)
- Consignee (name and address)
- Pickup address, if other than shipper
- Delivery address, if other than consignee
- Number of packages and type of package
- Weight*
- Volume
- Goods dimensions
- Terms of delivery, according to Incoterms 2010
- Type of goods
- Information about dangerous goods
- Customer number at DB Schenker Land if applicable
- Registration number / EORI number

- Other information that may be of relevance to e.g. the trucker or customs (customs status)

DB Schenker offers transport services with pick-up and delivery of goods during normal office hours. DB Schenker decides whether the goods will be shipped by direct shipment or by transshipment, unless otherwise agreed.

The client shall bear costs arising as a result of incorrect or incomplete information. DB Schenker shall be entitled to charge for all additional costs.

The client is responsible for ensuring the goods are packaged or protected to withstand normal transport handling and cargo securing and do not damage any other goods. The client is also responsible for ensuring that the packaging meets the requirements according to national and international laws and regulations. DB Schenker is not responsible for damage to goods due to the absence of or insufficient packaging.

All wood packaging exported to countries that require approved marking must be approved and marked according to the ISPM 15 standard. Swedish wood packaging must be approved by the Swedish Board of Agriculture. In case of lack of approved marking, additional costs will be charged.

If the dimensions or weight of the shipments do deviate from the information used to produce this offering, billing must be based automatically on the converted volume or weight for shipping costs with no prior notification. The customer agrees that the sender will be entitled to change the dimensions and/or weight.

*Unless agreed otherwise, the customer must submit notification in an agreed form of the VGM (Verified Gross Mass) for the loaded container or the individual shipment to be transported in accordance with the SOLAS Convention and IMO regulations (including, but not limited to, MSC.1 / Circular 1475) and in accordance with the weighing methods specified there, or, alternatively, to ensure that this obligation is met by a third party on behalf of the customer. Costs originating from a lack of or incorrect information on VGM must be paid by the customer.

3. Dangerous goods

The regulations applicable to dangerous goods are referred to as ADR (road freight) and IMDG (ocean freight).

In case of transport of dangerous goods, the client must, in connection with booking, inform DB Schenker whether the goods are fully or partly subject to the regulations on carriage of dangerous goods by road or ocean and provide the information specified in the goods declaration.

The client must ensure that the shipper classifies, packages, marks, labels, declares and issues transport documents for the dangerous goods according to applicable provisions in ADR/IMDG.

A stevedoring certificate/container packing certificate (CPC) must be issued and signed by the loading officer in the case of transport by ocean and enclosed with other documents.

For dangerous goods of different IMO classes that cannot be consolidated on same vehicle due to regulations, or if a shipment cannot be loaded in one transport unit due to size, separate documentation must be issued by the client. Bookings transmitted electronically, and transport instructions/goods declarations must be completed with hardcopy documents.

4. Storage

The regulations on storage in NSAB (NSAB 2015 §25) do not apply to storage in connection with transport, but only if the storage assignment has been specifically agreed.

5. Insurance of goods

A cargo insurance covers the full value of the goods and responds to all unfortunate events during transport regardless of who is responsible according to ICC (A) Conditions. The cover is placed with the insurance company AIG through DB Schenker by the buyer of the transport service (the seller or the buyer dependent on of them between contracted delivery clause).

A cargo insurance gives:

- A Comprehensive insurance cover (ICC A conditions)
- Full remuneration according to commercial invoice or market value (plus shipping costs and 10% trading profit)
- Cargo insurance is taken out per consignment

Cargo insurance is provided under conditions that can be found at:

<https://www.aig.se/affars/produkter/marina/varuforsakring-schenker>.

Calculation of premiums

The premium is based on CIF-value (Cost Insurance and Freight) + 10 percent commercial profit x 0,23 %. Minimum premium is SEK 200.

The insurance applies without deductible.

How to take out the insurance?

If you want to take out insurance, contact DB Schenker Ocean.

Exclusions

There are types of goods, events and costs that are excluded from cargo insurance.

Excluded types of goods that cannot be insured:

- Mobile phones, tablets, game consoles, computers and similar electronic consumer products
- Medicines
- Antique objects, art, artwork, watches, jewelry and similar valuables items
- Tobacco products and alcoholic substances
- Precious stones (or precious stones), pearls or metals

- Bank checks, banknotes and money regardless of currency
- Live animals
- Plants, fruits and vegetables
- Already damaged goods

Not sufficiently or improperly packaged goods or goods with inherent vice is excluded. See full terms:

<https://www.aig.se/affars/produkter/marina/varuforsakring-schenker>

The cargo insurance does not apply to costs associated with delays.

Cargo insurance does not cover damage, loss or cost caused by temperature due to failing equipment used for controlling temperature.

Used goods can be insured, but under conditions such as only covers total loss.

What is covered by the insurance?

In case of damage, the insurance will reimburse the full amount of the value of the goods, up to the insured amount, at the time of the damage. If the product can be repaired, the insurance covers repair costs up to the insured amount. If damage caused to cargo reduces the value the difference between value of the cargo in undamaged condition compared to the value in damaged condition will be covered by the insurance, up to the insured amount.

If the product is delayed more than 60 days and the cause of delay is due to an event covered by the insurance, the assured will receive compensation for total loss.

Where does the insurance apply?

The insurance applies worldwide, with the exception transport to countries or with companies and / or people who are subject to trade restriction according to UN, US or EU. Please see: <http://www.regeringen.se/regeringens-politik/utrikes-och-sakerhetspolitik/sanktioner/> for information on current sanctions.

6. Claims

DB Schenker's liability is regulated in accordance with the terms and in the order specified in section A. General Terms (above).

If an agreement has been reached that the consignor, without DB Schenker's involvement, puts together full load units for transport by DB Schenker and, in conjunction therewith, DB Schenker is prevented, when collecting the unit, from performing the customary collection check of the individual items in the load unit, DB Schenker is only liable for damage to or loss of individual items on condition that it is shown that the damage or loss occurred during DB Schenker's period of liability and for reasons for which DB Schenker is responsible.

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 or other document.

Claims in respect of damage that was visible but not noted on the delivery receipt may be rejected.

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 three (3) 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.

7. Force Majeure

DB Schenker shall be released from liability to perform an assignment if DB Schenker is prevented from so doing 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.

8. Trade Compliance

The parties agree that the export, import, re-export and in-country transfer of goods and / or services may be subject to restrictions under trade regulations, which include (without limitation) EU and U.S. import and export laws and regulations ("Trade Regulations"). Each party warrants and represents that, in the fulfilment of its obligations under this agreement, it will comply with all applicable Trade Regulations, as they may be amended or revised from time to time.

Customer is responsible for determining whether Customer's transactions are subject to Trade Regulations. Customer shall not engage DB Schenker to perform prohibited services involving countries or persons subject to restrictions under Trade Regulations when the underlying transactions associated with those services are subject to Trade Regulations.

If necessary, Customer will obtain or qualify for all licenses, approvals, authorizations and / or exemptions required for compliance with Trade Regulations and provide DB Schenker with documentation of the same

DB Schenker reserves the right to suspend provision of services without any liability in cases where the services would violate Trade Regulations. Customer acknowledges that DB Schenker is not obligated to and will not provide services relating to internal repression or military goods.

9. Terms and conditions of payment

The sender is obliged to pay all costs associated with the shipment that are not collected by the recipient.

If DB Schenker invoices the consignee and the consignee refuses to pay, stating that a different agreement was reached between the consignee and the customer, the customer is liable for payment of the freight. The same shall apply if the consignee, after the end of the payment period and after a reminder has been sent, has not paid the freight.

Freight and other charges are stated excluding VAT.

DB Schenker's general terms of payment are ten (10) days net from the date of the invoice unless payment in cash is demanded by DB Schenker.

An extended period of credit can be granted in exceptional cases and is regulated through an interim agreement, whereupon a credit charge is payable on the invoice amount for each extra day of credit over and above the general ten (10) days.

Late payment interest will be charged after the due date of the invoice, calculated at the interest rate specified in the invoice and generally applicable at DB Schenker at any time.

The interest on overdue payments is currently 1.8% per month.

In the event that DB Schenker deems that the Customer's creditworthiness during the contract period deteriorates or if the Customer repeatedly fails to settle the invoices issued by DB Schenker in accordance with the agreed payment terms, DB Schenker has the right to reduce the agreed terms of credit or request price negotiations of the agreed prices.

A statutory reminder fee is debited if a written reminder is issued.

Claims for corrections of an invoice to a customer must be made within two (2) months of the invoice date.

Claims for transport damage must be presented separately for individual processing (cannot be set off against unsettled freight invoices).

10. Terms for the handling of personal data (GDPR)

To be able to perform the services ordered by the customer, DB Schenker needs to process personal data. The personal data is used to enable the transportation of shipments but also, when needed, to be able to communicate with customer and consignee. Since the processing of personal data is a precondition for and a part of the contracted services supplied by DB Schenker and DB Schenker independently determines the purposes and means of the processing, DB Schenker is the controller of all processing of personal data which is conducted within the execution of the services.

Personal data which will be processed by DB Schenker includes contact information to the employees of the customer such as name, phone number and email address as well as personal data relating to the consignee, either the employees of the consignee or when the consignee is a private person, such as name, address, phone number and email address.

The processing of personal data by DB Schenker is conducted in accordance with current data protection legislation which means all applicable laws, regulations, rules and provisions by regulatory authorities which concern the processing of personal data, including but not limited to the EU data protection regulation 2016/679 ("GDPR")*, law (SFS 2018:218) with provisions complementing the EU data protection regulation, law (SFS 2003:389) about electronic communication and any changes of, additions to or legislation substituting such laws, regulations, rules and provisions by regulatory authorities.

Further information about the processing of personal data by DB Schenker is available at <https://www.dbschenker.com/se-en/meta/privacy-policy>.

* Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) – also known as GDPR.

11. Other supplementary conditions

11.1 Right of the disposal

The consignor has the right of disposal over the goods until the goods are delivered to the consignee's or placed at the consignee's disposal at the stated location. From this time onwards, the consignee has the right of disposal.

When required by law, DB Schenker shall have the right to disclose data to public authorities.

11.2 Obstacles preventing delivery of the goods

If delivery of the goods is hindered and the consignor does not supply adequate instructions concerning what to do with the goods, DB Schenker is entitled to sell the goods:

- a) immediately, in the case of goods at risk of spoiling or rapid ruin or that require excessively expensive care, or
- b) in the case of other goods, after 60 days of the goods being received for forwarding.

DB Schenker shall, as far as possible, inform the consignor in advance that the goods are to be sold.

After deduction of DB Schenker's claims based on the transport assignment and other claims that may be applicable to the goods, as well as costs for storage and sale of the goods, the proceeds shall be remitted to the consignor without delay, provided this person's address is known to DB Schenker.

If the consignor's address is not known, and the funds due are not claimed within one year of the date of sale, the said funds become the property of DB Schenker.

11.3 Title to the goods

If DB Schenker has paid the full value of damaged goods as compensation for a claim, DB Schenker may take over the title to the goods if DB Schenker so desires.

Prices/charges, that are not stated in DB Schenker Terms and Conditions of Transport which are applicable to certain types of transport or goods etc. can be charged in addition to those stated herein. If, as a result of the specific demands and wishes of the customer, transport is performed in a manner that deviates from DB Schenker's normal routines, a special agreement concerning terms, conditions and prices should be reached.

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.

11.4 Shipments to/from the US

DB Schenker operates in compliance with the regulatory framework stipulated by the Federal Maritime Commission, FMC, for shipments to/from the US.

In addition to our own terms in this brochure, FMC Compliance Rules (below) are therefore also applicable:

Negotiated Rate Arrangement

Schenker has opted to be exempt from tariff publication requirements per 46 C.F.R. §§520, 531 and 532. In that respect Schenker has opted for the use of published tariff rates and charges, NVOCC Service Arrangements ("NSAs"), and the use of Negotiated Rate Arrangements ("NRAs") with the objective of the ultimate implementation of NRAs and NSAs exclusively.

Rules Tariff

Schenker's Rules are provided free of charge to Shipper at <https://tops.dbschenker.com> containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Schenker. You will be directed to a Schenker staff member who will provide you Login and Password information.

Rate approval

The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) Provides the NVOCC with a

signed agreement; (2) Sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms;

or (3) Books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA terms the following text in bold font and all uppercase letters: "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT."

Booking Acceptance

Schenker may issue booking confirmations which can also constitute an offer by Schenker to Shipper of transportation services pursuant to 46 C.F.R. §520.13 and §532 agreed to by Shipper. The terms contained in the Booking Confirmation shall be a valid offer for ninety days from the booking date. Schenker's or Schenker's agent's booking of cargo for this shipment constitutes acceptance by Shipper of this offer, and the terms of the NRA shall bind the parties.

Negotiated Rate Arrangement Effective Date

The effective date of the NRA shall be the date of Schenker's receipt of Shipper's and/or Consignee's acceptance either through a writing or by a booking or a specific date as may be agreed to by the parties.

CHAPTER B.

Price Information

Our quotations are based on the current traffic situation, charges, tariffs, taxes, currency exchange rates, etc. We reserve the right to adjust prices accordingly in the event of changes in costs that are beyond our control.

Rent, value-added tax, customs duty and other costs beyond our control will be charged separately.

The following is applicable for shipments with delivery terms Delivered Duty Paid (DDP):
Our specified costs and charges in connection with Customs clearance in the receiving country assume that there are no restrictions to importing the goods in question and that correct documentation is available to complete the customs clearance of the assignment.

Ports may be congested at certain times of the year, which can result in increased costs for shipping lines. In such cases, a so-called congestion surcharge might be introduced. This will be charged by DB Schenker according to pre-notice. Shipping lines may also be overbooked, and in such case they may introduce what is known as a Peak Season Surcharge – PSS. This will also be charged by DB Schenker as notified.

1.1 Administration costs for Custom clearance

We can assist in arranging custom clearance on your behalf. Our customs declaration fee will be quoted upon request

In the case of outlay of customs duties and any import VAT, a disbursement fee of 2.5% of the total customs and VAT amount, minimum SEK 650 / shipment is charged.

For cash payment, an administrative cost of SEK 650 / shipment will be charged.

1.2 Storage charge

If a consignment remains uncollected for more than three (3) days following notification, a storage charge is payable for each day from day four (4).

Container demurrage and detention as well as quai storage is charged according to quotation or as per Schenker tariff.

1.3 Domestic transport

A fuel surcharge is payable on all domestic transports. For information about the current level, reference can be made to the DB Schenker website:

<https://www.dbschenker.com/se-sv/produkter/praktisk-information/aktuella-tillaegg>

1 hour free time for loading/unloading is included in our rates for container haulage if nothing else specified.

Empty containers must be returned to the empty container depot as instructed by the shipping line at the expense of the freight paying party.

Unloaded containers must be returned clean and dust free in the same condition as prior to use. Any costs for cleaning and/or repairs from the carrier must be paid by the customer.

1.4 Examples other surcharges

- Ocean-related supplementary charges will be payable in accordance with the levels applicable at the time of shipping.
- Costs for advance notification (country regulations) will be charged in accordance with outlay, where applicable.
- Legalization and load securing materials will be charged as agreed, where applicable.
- The cost of weighing containers (VGM) will be added where applicable.

- An ocean freight supplement will be payable on goods that cannot be stacked.
- Heavy cargo (weight above 1 ton per cbm) will be handled as per specific quotation, not considered as general cargo.
- Paper invoices will be charged at SEK 150 per invoice. All invoices are normally sent by email.
- An insurance quotation can be submitted upon request.

CHAPTER C.

Supplementary information Online booking

Terms for quotations via the “Connect4Ocean” online tool.

The following agreement terms are applicable to all individual agreements for ocean transportation and any associated services handled by DB Schenker for the customer and that are booked via the DB Schenker web-based platform “Connect4Ocean”.

Supplementary terms

Each individual contract entered based on offering via this portal is regulated by “Schenker General Terms and Conditions” as well as by these supplementary terms for online bookings.

The offering must be treated as confidential and may only be submitted to third party with the written consent of Schenker. The offering will cease to apply unless it is selected by the customer within the same browser session and accepted by Schenker.

If DB Schenker does not accept the customer’s order to execute the specific transport, the customer must be notified of this in writing/electronically within 2 working days.

The delivery times specified in the offering are based on information from the shipping line/carrier and cannot be influenced by DB Schenker. All dates and periods specified verbally or in writing during order processing must be regarded as an indication and shall be non-binding. DB Schenker is not liable if specified delivery dates and approximate delivery times are exceeded.

All ocean freight services are based on the tariff or freight and other charges of the NVOCC The Great Ocean Line Pte. Ltd (TGOL) and will be provided strictly on the terms set out or referenced in the Bill of Lading form of The Great Ocean Line Pte. Ltd (TGOL).

Amendments or additions to any contract concluded via the platform Connect4Ocean require the written form in order to be valid. This also applies to a possible waiver of this requirement for the written form. Verbal agreements are not valid.

Costs in connection with cancellation of transport that has already begun must be paid by the customer.

Quotation terms, “Connect4Ocean”

- The offering is applicable only for payment of freight costs in Sweden.
- The offering is applicable only for the booking enquiry via “Connect4Ocean”.
- Subject to the availability of cargo space and equipment.
- Our quotation is based on the volume and timeframe specified in the offering. We reserve the right to adjust the offering in the event of material discrepancies. This provision shall also apply to extraordinary changes on the market.

This offering is applicable to non-hazardous, stackable and non-stackable, dangerous goods only classes 3, 8 and 9, and goods packaged in a seaworthy fashion, regardless of whether shipping takes place as LCL / LCL or FCL / FCL.

The offering is not applicable to goods requiring special equipment, e.g. refrigerated goods.