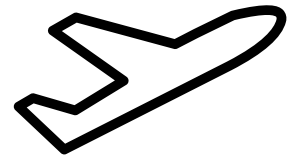




SCHENKER

DB Schenker Terms and Conditions

(Sweden) for Air Freight transport



April 2024

For updated version visit us at
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 norm for the calculation of freight charges and other transport charges in the DB Schenker air freight system.

All assignments are performed by DB Schenker according to:

- The agreed conditions in each individual case.
- Product-specific conditions corresponding to Chapter B in this brochure.
- General terms corresponding to Chapter A in this brochure.
- 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.se always contains the most recently updated version of the Terms and Conditions of Transport.

If, during the term of an agreement, an adjustment in NSAB 2015, 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.

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

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

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

Goods for which the recipient country, the sender country or the transit country has issued restrictions (such as import and/or export restrictions).

b) Hazardous or temperature-sensitive goods, tobacco, wine, spirits, waste, hazardous waste, theft-prone goods such as computers, consumer electronics etc., valuables such as art, antiques, jewelry etc., personal or household effects, live plants, fresh produce.

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

d) Goods with insufficient packaging whereby other goods can be damaged and goods that cannot be loaded together with other goods.

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.

1.1.2 Goods that are not accepted for transport

Live animals, weapons, bank notes, contagious substances and cash.

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

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.

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

1.2 Dispatch 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 Terms of delivery

The cost allocation between the seller and purchaser of goods is as per Incoterms 2020.

2. Scope of the transport assignment

2.1.1 Type of assignment

• By air

1m³ = 167 kg (1:6)
General maximum measurements:
Length 318 cm, width 244 cm, height 155 cm.
(Wide body aircraft)

Measurements are otherwise adapted according to aircraft type and destination on the respective occasion.

• Domestic road transport

1m³ = 280 kg
1 loading metre = 1 950 kg
1 pallet spaces = 780 kg

2.1.2 Booking

Booking means a request for pick-up of goods for transport in relation to DB Schenker products where this is offered.

When using any TA system recommended by DB Schenker or eSchenker, booking information is transferred electronically in connection with the transport order.
Bookings are made primarily electronically or via e-mail.

Pick-up is planned based on the time when the booking notification is received taking into account local conditions and requests regarding pick-up time.

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

Any agreement of deviation from this standard in relation to form of notice or time of booking shall be documented in the client's and DB Schenker's common specifications of process (S.O.P. = Standard Operating Procedures).

Mandatory information when making a booking:

- Shipper (name and address)
- Consignee (name and address)
- Pick-up address, if other than sender
- Delivery address, if other than recipient
- Number and types of packages
- Weight
- Volume
- Goods dimensions
- Terms of delivery, according to Incoterms 2010
- Information on hazardous goods
- Account number at DB Schenker

- VAT number / EORI number
- Other information of relevance to 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 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 shall 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.

3. Hazardous goods

The regulations applicable to hazardous goods are referred to as ADR (road freight) and DGR (air freight) and/or RAR.

In case of transport of hazardous goods, the client shall, in connection with booking, inform DB Schenker whether the goods are fully or partly subject to the regulations on carriage of hazardous goods by road or air. In addition, the client shall provide the information specified in the goods declaration at the time of booking. The client shall ensure that the transport documents are issued in accordance with ADR. For hazardous goods in domestic road transports, this means that a shipping document with a hazardous goods declaration must be issued.

The client must ensure that the sender classifies, packages, marks and labels the hazardous goods according to applicable provisions in ADR/DGR. Each package must be marked and labelled.

For different types of hazardous goods that are not combined on one vehicle, separate documentation shall be issued by the client.

4. Storage

The provisions 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 Air.

Exclusions

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

Excluded types of goods that cannot be insured:

- Not sufficiently or improperly packaged goods
- 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 of 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

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.

The recipient of a shipment must verify, in immediate connection with receipt, whether there is any damage to the goods concealed by the packaging. Any hidden damage must be reported to DB Schenker as soon as possible, although no later than seven (7) days after 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 consignor is liable for the payment of freight for goods that can spoil quickly or the value of which cannot be guaranteed to cover the freight cost. The consignor is liable for payment of all costs related to a consignment that is not collected by the consignee.

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.

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.

If there is a delay in payment, the DB Schenker penalty interest applicable at the time the invoice was issued is debited and is charged from the due date stated on the invoice plus the statutory late payment charge. The interest on overdue payments is currently 1.8% per month.

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

Right of disposal

The consignor has right of disposal over the goods until the goods are delivered to the consignee or placed at the consignee's disposal at the stated location. From this time onwards, the consignee has right of disposal. When required by law, DB Schenker shall have the right to disclose personal data to public authorities.

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.

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 this brochure 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.

CHAPTER B.

Price information

1.1 Outlay Commission

In case of payment of customs duty and import VAT, if applicable, compensation of 3,2% of the total amount of customs duty and VAT, subject to a minimum of SEK 130 /consignment, will be payable. No compensation for expenses will be charged in case of cash payment.

1.2 Currency adjustment

For transports where a currency adjustment shall be made the currency rate to be used shall be determined from the invoicing date. The currency adjustment presented in the quotation is only an indication of the rate applicable at the date of the offer. Adjustment for currency is made for shipments where foreign costs are payable in Sweden.

1.3 Terminal storage

Two (2) days free storage are included, following which terminal rent will be charged. Transit costs, if any, will be added.

1.4 Fuel surcharges

Fuel surcharges are payable and adjusted continuously.
For the present rates, see www.dbschenker.com/se-en



1.5 Supplementary services

Air Arlanda/Landvetter/Sturup

Additional service	Price
Active/Passive processing	SEK 1000 / shipment replaces customs clearance, in add to other charges
AOG / Express handling	SEK 1 200 in add to other charges
Bank / COD / Quota	SEK 650 / shipment
Outlay Commission Duty & VAT	3,2 % Minimum SEK 650
CC-fee	9 % of CC-amount. Minimum SEK 400
Cross trade handling 3rd party	SEK 850/shipment
Dry Ice Check	SEK 900/shipment
Lithium battery ELI / ELM Check	SEK 900/shipment
EUR-pallet	SEK 210/pallet
Sorting palletizing EUR wrapping	SEK 575/wrapped sorted EUR pallet
Extra hs code	SEK 100 per hs code beyond 1
Dangerous goods DGR / ADR handling Import	SEK 670/ shipment
Dangerous goods DGR / ADR handling Export	SEK 1 850 incl 1 UN nr SEK 300 per extra UN nr up to 10 UN nr
Photos	SEK 450/AWB (airwaybill)
Insurance premium	Minimum SEK 200 (According to the insurance companies' tariffs)
Insurance fee (does not replace the insurance premium)	SEK 250
Storage	SEK 200/100 kg or part of VAL, Temp cargo double storage charge
Inspection of cargo at terminal	SEK 1 050/ started hour
L/C Fee (Letter of Credit)	SEK 4 000
Neutralization of cargo	SEK 170/shipment
Rearrangement of storage of cargo	SEK 770/shipment
Correction customs clearance	SEK 400/shipment
Paper invoice	SEK 100/invoice
PLACI Fee Export	SEK 175/shipment
Screening Security Check	SEK 500 incl 5 pcs. Above SEK 50/pcs
Screening Security Check "Dark Alarm"	SEK 600 per 15 minutes
Warehouse printed storage receipt / replacing docs	SEK 410/slip
Quick storage handling	SEK 1 350/shipment / AWB (airwaybill)
Sorting of goods at terminal	SEK 10/pcs. Minimum SEK 250
Stamping of Carnet	SEK 2 000/carnet
Stamping of EUR cert	SEK 2 000/certificate
T1	SEK 500 + 0,1% of the Goods Value/T1 doc
Entry customs warehouse	SEK 570/shipment
Control of weight and volume	SEK 300/shipment incl.10 pcs. Above SEK 40/pcs
VAL fee (Handling of valuable goods)	SEK 2 500/shipment
Waiting time for pick-up/delivery of goods	SEK 185/15 min period started
Handover fees to customer	SEK 500/shipment
Overtime in addition to regular working hours	SEK 5 000/ shipment beyond ordinary expenses or as per agreement