



# STANDARD TERMS & CONDITIONS

## ColliCare Logistics Group

### STANDARD TERMS & CONDITIONS

---

#### Article 1: Applicability

- a) These terms and conditions are applicable to ColliCare Logistics for all quotations, orders and agreements unless otherwise agreed in writing.
- b) All our activities will follow applicable laws and regulations, including National legislation within all countries work is performed
- c) All shipments will be done in compliance with the General Conditions of the Nordic Association of Freight Forwarders (NSAB 2015) Forwarders responsibility will be limited by §3B – The freight forwarder as a contracting party. For loss, depreciation and damage to goods SDR 8,33 pr kg, delays up to the freight cost and other loss limited to SDR 100 000 for each shipment. The forwarder's responsibility is limited according to §3 up to SDR 50 000 for each shipment and in total SDR 500 000 (\$24) For storage, responsibility is limited to SDR 500 000 (\$25). Please be aware of the Network Clause in §2 and the time-bar in §28 which states that the right to claims is lost after 1 year, and that the right to retention and lien includes both current and previous claims.

#### Article 2: Pricing

All prices are based on the current market, subject to change, space and equipment

- a) Our prices are based on the current exchange rates, fees and employment conditions and exclusive VAT and custom handling if applicable. Currency surcharge could be added in some countries.
- b) The price, if otherwise not stated in writing, includes transportation with all necessary road tolls, ferries and a maximum of 1 hour for loading/unloading.
- c) Payable weight conversion
  - Domestic Nordics/European countrys  
Road freight: 1m<sup>3</sup> = 333 kg, 1 LDM = 2000 kg  
Air freight: 1m<sup>3</sup> = 167 kg  
Sea freight: 1m<sup>3</sup> = 1000 kg
  - UK;  
1m<sup>3</sup> = 333 kg, 1 LM = 2000 kg
  - Other countries;  
1 m<sup>3</sup> = 333 kg / 1 LM = 1850 kg
  - CN:  
Rail freight: 1m<sup>3</sup> = 500kg
- d) Due to heavy fluctuations in the fuel prices, a surcharge could be added.  
Fee is updated on local web sites 1st every month.



# Standard Terms & Conditions

---

- e) Currency Adjustment Factor (CAF) are charged on international freights. This is a compensatory cost-sharing measure to remove the carrier's risks associated with currency fluctuations. It is applicable primarily, but not limited, to European trades, e.g.: Europe - Far East Europe - Middle East/Red Sea/Indian Sub-Continent US to/from Europe.
- f) Freight charges are subject to currency hedging to reduce the impact of foreign exchange risk

## Article 3: Payment

- a) Payment is expected within 14 days after invoice date.

## Article 4: Customs

- a) If customs is not done by ColliCare the client indemnifies ColliCare for all damages and costs resulting of any inaccuracy of the information supplied by the client, as well as all taxes and other levies by customs authorities for any reason whatsoever.
- b) If customs is not done by ColliCare, inaccuracies will be corrected at clients cost if deemed necessary
- c) If ColliCare at any point comes to the understanding that applicable laws and regulations are not followed, ColliCare is entitled to end the assignment without any further obligations.

## Article 5: Other Conditions:

- a) Country specific differences due to laws and regulations might occur
- b) ADR – Dangerous Goods: The shipper is responsible for correct labelling, approved packaging, transport documents, sender declaration, MSDS and hazard classification cards and to follow all applicable laws and regulations. This is also applicable for IMO. A surcharge might be added to the cost depending on type of ADR/IMO and route
- c) Customer is responsible for giving correct instructions and necessary documents to perform the assignment. All assignments will be performed according to these written instructions. For irregularities during the assignment, additional cost may occur. This could be, but not limited to; waiting time, no shows or sudden extreme currency changes.
- d) All changes which is not according to contract/assignment must be in writing. Additional costs may occur.
- e) Delivery times follows the transportation plan/agreed transit times. These delivery times are guidelines and must not be considered as absolute deadlines as these are not guaranteed. Special transit times can occur during holiday time and winter season in some areas.
- f) All goods needs to be properly packaged and labelled and in line with all applicable laws and regulations. If deviations occurs due to failing this, ColliCare cannot be held responsible.
- g) ColliCare does not insure the risk of damage or the loss of goods. If such insurance is needed, customer



# Standard Terms & Conditions

---

will need to contract the insurance themselves.

- h) Any visible damages to the goods caused by transportation must be reported in writing to ColliCare within 24 hours. Hidden damages caused by transportation, within 7 working days.
- i) Force Majeure is defined as extraordinary events and/or circumstances beyond any of the parties control. This could be, but not limited to; extreme and unforeseen weather conditions, act of terror, war, strikes/ lockouts, pandemic situations and riots.
- j) If force majeure situations occur, these general terms and conditions will no longer be applicable. ColliCare will, as long as it is possible, seek to fulfil the agreed transportation but cannot be held responsible for irregularities connected to the occurred situation
- k) Customer warrants that all assignments given is within ethical and legal manners at all times and in line with our Code of Conduct.
- l) All disputes, claims, disagreements or other issues arising from or relating to agreements will be adjudicated by the competent court in the executing country, unless the parties agree otherwise in writing.
- m) Shippers load, stow, measure, weight and count

For questions regarding the terms and conditions or details around your order please contact your dedicated customer contact.

