

GENERAL CONDITIONS OF CARRIAGE FOR INTERNATIONAL TRANSPORTS**1. CONDITIONS OF CARRIAGE****1.1. General**

All business is carried out in accordance with the "General Conditions of the Nordic Association of Freight Forwarders (NSAB)" which is valid at the time of transport (unless otherwise stated in these conditions), and the laws and conditions in force in the relevant countries.

1.2. Transportation of goods

The carrier's responsibility begins when he receives the goods for transportation, and ends when the goods are released to the consignee at the place of destination, or placed at the consignee's disposal at the designated place. In the case of customs or other technical hindrance, the responsibility may end earlier.

The carrier reserves the right to choose the mode of transport, type of vehicle and route, and to choose whether the goods are transported direct or with transshipment, unless otherwise agreed.

The consignor shall, on his own responsibility, take care of the loading, stowing and lashing of the goods, when the carrier collects the goods from the consignor's premises.

The consignee shall, on his own responsibility, take care of the unloading of the goods which the carrier has delivered to the consignee's premises. If the vehicle is of a type where the driver is present during loading/unloading, then the driver will help with the loading/unloading. This help means the work carried out by the driver in the stowage area of the vehicle. The driver helps with the loading/unloading on the consignor's/consignee's instructions and responsibility.

The loading/unloading time at the consignor's and consignee's premises is included in the freight rate, when the loading or unloading time, or other waiting time not caused by the carrier does not exceed 1 hour per shipment of 12 tons/45 cbm/7 loading metres. For shipments exceeding 12 tons/45 cbm/7 loading metres, the free loading, unloading or waiting time is 1,5 hours per transport unit. Any extra waiting time will be charged at EUR 50,-/hour for each ½ hour or part ½ hour.

1.3. Goods transported only under separate agreement.

The following types of goods will only be accepted for transport under separate agreement:

- goods of exceptional value
- personal effects
- goods which require special equipment for loading, lashing, transportation or unloading
- goods with insufficient packaging so that other goods may be damaged
- goods which cannot be stowed with other goods
- goods which are more than 2,50m high, 6,00m long or 2,45m wide

- goods which cause an unusually uneven weight distribution in the vehicle
- live animals
- live plants
- goods susceptible to temperature change

Goods included in the ADR/RID/IMDG codes (dangerous goods etc.) are subject to the regulations in the codes or the international regulations of the relevant countries (see also section 3.2.).

For transport of foodstuffs, the conditions and instructions in the laws concerning foodstuffs are applied. For transport by container, swapbody or flat, or other special transport, the conditions will be agreed separately in each case.

1.4. Transport Contract

The contract is deemed to be confirmed when the carrier has received the goods which correspond to the details in the waybill, or when the carrier has received the necessary instructions for transport, and confirmed them in the agreed manner.

The consignor shall provide for each consignment a waybill or transport instructions where the following information is clearly shown:

- the consignor's name and address
- the consignee's name and address and the place of destination with postal code
- the number and type of packages and the marks/numbers
- the type of goods (tariff number/official regulations)
- the gross weight and volume of the goods (including transport packaging eg. pallets etc.)
- instructions regarding customs clearance and other formalities
- the trade terms, from which it is clear whether the consignor or consignee pays the various charges (see also section 2.2.)
- any possible conditions of release
- a list of the enclosures attached to the waybill/transport instructions

The consignor is responsible for the information given in the waybill or transport instructions.

The carrier has the right to check whether the consignment corresponds to the information given in the waybill or transport instructions, and whether the regulations have been followed for goods transported under special conditions.

Unless otherwise agreed, the freight charges are payable as soon as the goods are received for carriage.

If the consignee does not accept the shipment, or refuses or is unable to pay the freight, or is prevented from paying by order of the authorities, then the consignor, as the customer who booked the shipment, notwithstanding the terms of shipment, is ultimately responsible for the freight and other costs. Freight for

goods which spoil quickly, or whose value will not cover the freight costs must be paid in advance.

The shipper shall provide the export documents required for transportation, and/or the documents and/or instructions required for goods mentioned in section 1.3.

The contract is based on free and unhindered traffic, and assumes that the transport can be carried out on roads which are suitable and capable of carrying the required loads.

If the transport started by the carrier is interrupted for reasons beyond the control of the carrier (eg. strike, lockout, etc.) then the carrier is entitled to compensation for the expenses and work carried out.

1.5. Cash On Delivery

The carrier will only accept and oversee Cash On Delivery shipments if:

1. this is agreed beforehand in writing
2. this is shown separately in the waybill
3. the sum for collection is specified
4. the customer's bank details are clearly shown

1.6. Pallets

The transport contract does not include any pallet exchange scheme.

2. GENERAL CONDITIONS FOR CALCULATION OF FREIGHT CHARGES

2.1. The meaning of "consignment"

A consignment means goods carried under one waybill or transport instruction which are loaded in one transport unit, and carried from one place and one consignor to one destination and one consignee.

The freight is calculated separately for each consignment.

2.2. Trade terms

The shipper shall, either in the waybill or transport instructions, advise the trade terms in accordance with Incoterms or Combiterms defining the sharing of freight and other costs between the consignor (seller) and consignee (buyer).

2.3. Calculation of freight charges

The weight used for freight calculation is the gross weight (weight of the goods including packaging and any transportation accessories).

For goods whose volume weight is less than 333kg/m³, the freight is calculated according to the volume (= the largest length x width x height of the consignment). In such cases the freight is calculated based on 333kg/m³.

For goods which, because of their nature or the method of packing, do not allow efficient use of the stowage space or stowage with other goods, the freight is calculated as follows: 1 metre of floor space used (ldm) = 2000kg.

The weight calculated from the freight calculation is rounded upwards to the following complete one hundred kilograms, unless otherwise agreed.

Freight quotations are based on the cost levels and rates of exchange at the time. Fluctuations in exchange rates and/or fuel costs and other factors beyond the control of the carrier may cause changes in the freight and other charges levied.

3. SURCHARGES (FREIGHT AND OTHER SURCHARGES)

3.1. In addition to the basic freight, other charges related to the transportation will be levied separately in accordance with the schedule effective at the time.

3.2. For shipments consisting of or containing dangerous goods (see section 1.3.) a surcharge will be levied in accordance with the schedule effective at the time.

3.3. A charge will be levied for waiting time in excess of the allowed time (see section 1.2.).

3.4. If payment of the invoice is delayed, interest will be levied from the due date in accordance with the generally accepted late payment interest rate valid at the time and shown in the invoice.

3.5. A charge will be levied for each payment reminder sent.

4. JURISDICTION

4.1. Disputes between the parties will be settled in the Helsinki District Court, notwithstanding section 31 of the General Conditions of the Nordic Association of Freight Forwarders NSAB 2000.