



Conditions of Carriage

NTEX AB

**§ 1
Applicability**

Unless otherwise agreed in writing, these Terms and Conditions of Carriage are applicable to transport assignments carried out by NTEX AB, referred to in the Conditions of Carriage as NTEX.

Assignment refers to transport and storage services performed by NTEX as well as other services described in NSAB2015 §3.

The term "*client*" refers to the person who has entered into an agreement on an assignment with NTEX and/or the person who has taken its place.

**§ 2
Applicable terms and conditions of assignment**

Unless otherwise agreed in writing, all assignments are carried out in accordance with these Conditions of Carriage and NSAB2015 (except for § 7 part 2, § 25 A, part 2 and 4 and § 25 B, part 1).

**§ 3
Execution of the assignment**

NTEX's transport commitment includes transport with pick-up and delivery of goods during normal business hours. NTEX decides on the means of transport, vehicle type and transport route, as well as whether the goods are to be sent in direct traffic or by transshipment.

The execution of the transport assignment requires free and unhindered traffic and that the entire transport route consists of road or ferry routes with the required bearing capacity and clearance. If local regulations at the place of departure or destination do not allow the use of transport vehicles on the roads concerned, or if collection or delivery cannot take place without additional measures or cost to NTEX, a special fee will be charged.

**§ 4
Transport documentation and package labels**

For NTEX to be able to carry out the assignment and fulfil the transport flow according to specified or agreed transport times, the client is required to ensure that the sender issues correctly completed and approved transport documents and package labels approved by NTEX. In addition, the Client is responsible for costs incurred because of incorrect or incomplete information in the above-mentioned documents or package labels.

**§ 5
Transportation with delivery time guarantee**

Transport with a time promise according to NSAB 2015 only applies if NTEX has undertaken to carry out transport with a time promise in writing in an agreement or in a quotation to the client. Requests or conditions made by the Client regarding the time of delivery, e.g., in transport documents, are not binding on NTEX unless this has been confirmed in writing by NTEX. When a time promise is agreed, this is done except for NSAB2015 § 7 paragraph 2.

**§ 6
Packaging**

The client is responsible for ensuring that goods are packed, packaged, or constituted in such a way that they can withstand normal transport handling, cargo securing and do not damage other goods. The client is also responsible for ensuring that packaging meets the requirements of national

rules and regulations. NTEX is not liable for damage to goods because of the absence of or defects in packaging or other packaging.

**§ 7
Temperature-sensitive goods**

Temperature-sensitive goods must be accepted by NTEX before transport, otherwise there is no liability for damage because of cold or heat. In the event of accepted transport, NTEX is not responsible for damage if the outdoor temperature falls below minus 15 degrees Celsius at any time during the transport distance. The client is responsible for ensuring that the goods are clearly marked with the correct instructions for handling the goods.

**§ 8
Dangerous Goods**

When transporting dangerous goods, notification must be made to NTEX no later than 24 hours before collection. In connection with the booking, the Client shall inform NTEX whether the goods are wholly or partly⁽¹⁾ covered by the regulations for dangerous goods by road (ADR), rail (RID), or sea (IMDG). In addition, the client must provide the information provided in the transport document at the time of booking.

The client is responsible for ensuring that the transport documents are issued in accordance with ADR/RID. For domestic transport of dangerous goods by road, this means that a transport document for dangerous goods must be issued and attached or shown in the transport documents.

For international road transport, the same document must be issued and completed in English, German or French in accordance with the applicable transport regulations and regulations.

In the case of maritime transport and in the case of road transport combined with maritime transport, all documents, such as the DGD and, where applicable, the CPC (Container Packing Certificate), must be issued in accordance with IMDG.

Application of the concessions under the Baltic Sea Treaty needs to be subject to approval from the intended shipping company.

Furthermore, the client is responsible for classifying, packaging, marking, and labelling the dangerous goods in accordance with the applicable regulations in ADR/RID/IMDG and, where applicable, the Baltic Sea Agreement. Each package must be provided with the required markings and labels.

For dangerous goods of various kinds that may not be loaded together on a transport unit, separate documentation must be issued by the client.

⁽¹⁾ *Concerning dangerous goods packed in limited quantities / LQ (Chapter 3.4 ADR/IMDG), dangerous goods packed in reduced quantities / EQ (Chapter 3.5 ADR/IMDG), dangerous goods according to special provision (Chapter 3.3 ADR/IMDG).*

**§ 9
Loading and unloading**

The Client is responsible for ensuring that the consignor and the consignee carry out the loading and unloading of goods at the loading and unloading points designated by them, respectively.

The consignor and the consignee must always be given the opportunity to handle the goods in a safe manner in all

respects and without any risk of damage to persons, property, cargo carriers or other handling damage.

Goods of such weight and/or dimensions that mechanical aids are required to ensure loading and/or unloading in accordance with the above provisions shall also be loaded and/or unloaded by and under the responsibility of the consignor and the consignee, where appropriate with the assistance of the personnel of the means of transport, without prejudice to the division of responsibilities as described above.

§ 10 Cargo securing

The Client is responsible for ensuring that the consignor, when arranging loading, also secures the goods in accordance with the applicable regulations of the Swedish Transport Administration or a corresponding foreign authority. The sender is responsible for any damage to the goods and the driver is responsible for third-party damage on the road. On occasions when goods are secured by NTEX personnel, cargo securing instructions must be provided by the client or shipper. If there is no cargo securing instruction, any claim for compensation for damage or loss because of cargo securing may be denied.

In addition to the straps provided by NTEX, the client is responsible for ensuring that the sender procures and provides all other cargo securing equipment.

In the case of dangerous goods, cargo must be secured in accordance with applicable transport regulations (ADR, RID, IMDG, etc.).

Furthermore, the client is responsible for ensuring that the consignor, when required, issues cargo-securing certificates for maritime transport, e.g., a CPC (Container Packing Certificate).

§ 11 Storage

The provisions on storage in Section NSAB2015 25 do not apply to storage in connection with transport, but only in cases where storage orders have been specifically agreed. When storage assignments are specifically agreed, this is done except for NSAB 2015 § 25 A, 2 and 4 pcs, and § 25 B pkt. 1.

§ 12 Quotation

Quotation is valid for acceptance within 30 days from the stated quotation date and is valid until further notice if nothing is done or otherwise agreed. The offer made by NTEX is confidential and may not be disclosed to third parties.

§ 13 Rates

Quoted prices are quoted net, excluding VAT, and include the services stated in the quotation and are based on the conditions stated for the assignment as well as on currency and fuel prices according to NTEX's currency and fuel keys. The price is based on free and unhindered traffic as well as normal loading and unloading conditions.

The quoted prices assume the possibility of direct loading/unloading at the supplier and recipient from/on the load-bearing unit.

If NTEX's cost for an assignment or part of an assignment increases because of changes in the exchange rate, increased fuel prices and underlying components thereof or due to circumstances over which NTEX could not control or could not reasonably foresee, e.g., new or changed government charges, NTEX is entitled to adjust the price to compensate for such cost increase.

For all assignments, charges decided by the authorities are levied in full of the date on which the amendment enters into force.

Quoted prices include the following load- and unloading times:

- 2,500 kg 15 min
- 10,000 kg 30 min
10 000 kg - 60 min

In case of exceeding loading or unloading time,

A fee of SEK 450 per started half hour will be billed. GPS positioning of the trailer with time is used as a basis for billing.

Dangerous goods costs from 1 to 9 999 kg are:

SEK 1,300/shipment, over 10,000 FTL (full trailer load)

SEK 1,500/shipment. If there is more than one UN number, a cost of SEK 150 per additional UN number will be added.

NTEX's general prices are based on delivery to/from companies. For deliveries to/from private individuals, a special agreement is required before loading the goods.

§ 14 Payment terms

The invoice is due 10 days after receipt. In the event of late payment, interest on late payment will be charged at the current rate of 8% + reference rate. Credit is granted after a customary credit check and the credit limit is set after the credit report has been obtained.

§ 15 Volume and weight calculation

The shipping weight is calculated based on the gross weight of the shipment. For goods whose volumetric weight exceeds the gross weight, the shipment is taxed by volumetric weight. The freight weight is rounded up to the nearest 100 kilograms.

When the goods, due to their nature, are not stackable and/or the height of the packages/pallets exceeds 130 cm, they are calculated according to the loading meter or pallet space as the table below:

	1 Cubic meter	1 Loading meter
Sweden Domestic	280 kg	1950 kg
Norway	333 kg	2000 kg
Other Nordic/UK	360 kg	2000 kg
Rest of Europe	333 kg	1850 kg
Sea	1000 kg	-
Air	167 kg	-

Goods with a length of more than two (2.4) meters are taxed at 400 kg/meter, per piece with a minimum of 1200 kg.

For goods with a length of more than three (3) meters, these are handled according to the table below.

Width (cm)	Freight Estimated Weight	
1	40	325 kg per meter of length
41	80	650 kg per meter of length
81	120	975 kg per meter of length
121	160	1300 kg per meter of length

Shipping costs for packages with a length of more than six (6) meters are calculated according to special agreement.

Maximum weights for goods are referred to the applicable regulations in the countries concerned.

§ 16 Reservation

Export - Book by e-mail or phone no later than 12.00 the day before loading unless otherwise agreed.

Import - Booked according to established routines by the supplier to our offices abroad/appointed partners or to NTEX's office in Sweden.

Domestic - Book by e-mail or phone no later than 14:00 the day before loading unless otherwise agreed.

Changes/cancellations of transport - Bookings of orders can be changed free of charge up to 24 hours before the agreed loading time. In case of change or cancellation within 24 hours, a minimum of 80% of the agreed freight will be invoiced for the assignment.

§ 17 Cargo insurance

Cargo insurance is not included in quoted prices and is not included in NTEX's commitment. NTEX's liability is regulated in accordance with the terms and conditions that form the basis of each transport assignment.

For the client's financial interests to be protected, NTEX recommends its customers to always book a transport goods insurance. This is done either with the client's own insurer or by the client purchasing the cargo insurance mediated by NTEX insurance partners that NTEX can offer. This is done in connection with booking. Read more about the benefits of this and see the price list on www.ntex.se.

§ 18 General responsibility

NTEX's liability is governed by these Conditions of Carriage, NSAB 2015 and applicable laws and regulations. In addition to the disclaimers covered by NSAB 2015 and applicable laws and regulations, NTEX disclaims liability for damages and losses on seized and transported goods caused by the presence of stowaways/unauthorized persons. In the case of transports where the driver has not been present during loading, NTEX is not responsible for missing goods or damage because of handling and stowage.

§ 19 Liability of sub-carriers

If NTEX has carrier liability, the client shall direct any financial claims due to damage, reduction, loss, or delay against NTEX or NTEX's agents/agents and not against NTEX's sub-carrier.

§ 20 Complaint

If a deviation occurs during transport, a complaint against NTEX must be made without undue delay.

The client is responsible for ensuring that the recipient checks the goods upon delivery and has authorized personnel who sign for the goods at the recipient address.

In the event of visible loss, reduction of or damage to goods, a complaint must be made immediately upon receipt of the

goods. An entry must be made in a shipping document or PDA and certified by the driver or NTEX representative. In cases of loss, reduction or damage to goods that are not visible (hidden), a complaint to NTEX must be made as soon as possible but no later than seven (7) calendar days after delivery.

In cases where a note is not made in the event of visible damage or the report is made later than seven (7) calendar days in the event of hidden damage, it is the responsibility of the claimant to prove that the damage occurred during NTEX's care of the goods.

In the event of a complaint, the goods must then be stored at the same address as they have been delivered to and damaged goods and packaging must be saved and photographed. The Client is not entitled to set off claims for compensation against freight claims.

§ 21 Exclusion of liability

Alcohol and tobacco

In the case of transports of alcohol or tobacco where deviations or complaints arise, NTEX as freight forwarder/carrier is not responsible for reimbursing excise duties or other charges. It is the customer's responsibility to have insurance that covers additional costs of this sort.

Steel and iron products originating in Russia.

It is the responsibility of the client of the transport assignment to ensure, in accordance with the EU Sanctions Regulation, that the goods being imported or exported do not consist of or contain steel and iron products originating in Russia with HS codes beginning with 72- or 73-. NTEX disclaims any responsibility and any costs it may incur because of this writing. You [may read more about this](#) at Swedish Customs.

§ 22 Force majeure

NTEX is exempt from the obligation to perform assignments if NTEX is prevented by circumstances over which NTEX could not have control and which NTEX could not reasonably have foreseen. NTEX shall inform the client when such circumstances occur or cease. A party is entitled to terminate an agreement or terminate an assignment with immediate effect, when such circumstances have lasted longer than one month, or when a certain notice period has been agreed, after a period corresponding to the notice period.

§ 23 Lien

In the event of non-payment of overdue receivables, NTEX NSAB 2015 applies § 14.

§ 24 Dispute—Jurisdiction

In the event of a dispute regarding a quotation, booking, agreement, service and/or assignment of any kind, it shall be settled in accordance with NSAB 2015 § 29.