



## General Transport Conditions for NTEX AS

These terms are regulated between NTEX AS and our customer after Act on Road Freight Agreements and NSAB 2015 (The Nordic Freight Forwarders Association's General Provisions, except § 25 – storage), CMR-, Haag-, Visby-, Warszawa-conventions and NTEX's own guide. Goods received for transportation/storage settled according to the tariffs, freight calculation regulations and transport statutes which apply for NTEX.

### General Provisions

#### Products/prices etc

NTEX AS reserves the right to change prices and other relations without warning. We reserve the right to deviate from applicable contract prices on transports for private persons. All prices are stated exclusive value added tax.

In conjunctions with Easter, Summer holidays, Christmas and New Year as well as moving public holidays, transportation time will deviate from normally given transport times.

### Volume calculations

#### Cubic meters

1 m<sup>3</sup> recalculated to 333kg

#### Rounding rules

For all shipments, the weight will be rounded up to the nearest 100 kg

All m<sup>3</sup> shipments are rounded to the nearest whole m<sup>3</sup>

All loading meter shipments are rounded to the nearest 0.1 loading meter

#### Loading meter

Goods on pallets or when the shipments' shape, content or special requirements from shipper lead to stowing/coloaded cannot be carried out, the following calculation will be executed:

Length x width in meter; 2,4 (e.g 1 pll 1,20 x 0,80 : 2,4 which is the units' width). When the shipment requires more floor space than the cll itself, loading meter will be calculated on the actual floor space used.

#### Conversion factor road transport

1 m<sup>3</sup> = 333 kg

1 load meter = 2000 kg on the Nordic countries

1 load meter = 1850 kg, countries outside the Nordic countries

1 pallet space (EUR-pallet) = 0,4 load meter (1 EUR-pallet = 1,2x0,8x2,4)

1 pallet space = 800 kg for Nordic og 740 kg for Continent

#### Length allowance

Lengths between 2,4 m and 6 m are calculated with a minimum weight (250kg x length in meter). For lengths over 6 m the minimum weight will be calculated as 2500 kg. After the weight is calculated the price will be calculated after the applicable agreement. Alternative is calculated based on load meter.

#### Airfreight

Volume calculation 1:6

1m<sup>3</sup> = 167 kg

This applies only for the part of the transport route that goes by air.

**Sea freight**

Volume calculation 1:1

1 m<sup>3</sup> = 1000 kg – w/m

Measured by the shipments' external points, L × B × H, including pallet

**Requirements for packaging and branding**

Shipper is responsible for proper packaging so the shipment will withstand transportation, also handling/reloading and coloadng with other shipments. Accurate branding of lifting points, balance point, "this side up" etc

**EUR-pallets**

NTEX will not accept transports where exchange of pallets is required.

**Dangerous goods**

Dangerous goods (corrosive, toxic, flammable, and hazardous substances) will be accepted for transport on special terms and under the precondition that the IMDG and/or ADR-regulations are fulfilled and preapproved.

Where it is agreed that dangerous goods must be covered by the assignment, both parties must fulfill their commitments according to the ADR-regulations at any time.

**Upon transportation of dangerous good, the shipper is responsible for:**

- Only goods allowed for transport are released to NTEX
- Goods are properly packed according to regulation, classified, and branded with hazard notice, UN number and other necessary information.
- Transport documentation contains the information required at any time according to the applicable edition of ADR.
- Dangerous goods documentation is to be handed over to the driver before loading.
- Shipper and Consignee must be a registered company.
- Dangerous goods cannot be double stacked.

Client shall hold NTEX indemnified for loss or damage as a result of the duties not being overheld. All or any cost, as well as waiting hours, return of shipment if the duties are not overheld, will be charged to the client. Where NTEX can be held responsible towards public authorities or third party due to conditions that can be reversed back to client, NTEX will claim recourse from the client.

Dangerous goods will be priced according to the applicable Forwarding tariff unless other is agreed upon.

**Temperature goods**

Temperature regulated transport is offered but only upon specific written agreement.

Frozen transport is not offered.

**Shipping Calculation**

Freight is calculated separately for each shipment and for the individual transport routes.

Freight is always calculated whichever gives the highest shipping calculation weight, either real gross weight or shipping calculation weight based on m<sup>3</sup>/loading meter.

Shipper is held responsible for measuring the goods and controlling that the weight is correct, discrepancies will be corrected towards freight payer when invoiced. Maximum price in the previous interval is the same as minimum in the next interval.

NTEX does not offer transport with time promise guarantee.

**Invoice Claim**

Invoice complaint shall be done in writing and within 10 days after invoice date. The complaint needs to contain the invoice number and booking reference.

Credit/Credit limit lapses upon any form of payment default. Payments after given payment term will be added a percentage statement as well as an additional fee per invoice.

**Payment terms**

Assignments are payable according to the due date on the invoice.

The invoiced amount shall be on the NTEX account disposable within the due date. If payment is done after due date, a late payment interest will be calculated after the applicable current rate. When invoicing, an expedition fee is calculated unless otherwise agreed upon. NTEX AS has the right to offset its receivables against claims the customer may have against NTEX AS.

**Fees and other additions.**

[Fees, tolls, fuel and currency surcharge will be invoice according to the rates applicable at any time, you will find these at www.ntex.no](http://www.ntex.no)

**Right of retention**

NTEX has the right of retention/lien of all shipments in our custody for the shipping amount and other claims on the client.

If NTEX is not paid its overdue receivables, we are justified to sell as much as necessary of the goods to make sure our costs are covered. NTEX shall, if possible, keep the client updated on the measures taken to sell the goods. The same applies for goods which are not collected within a reasonable time, where client, despite request, hasn't given NTEX order in advance or picked up the goods.

**Limitations**

The following goods will not be accepted by NTEX within the ordinary traffic system:

Some types of dangerous goods, living animals, goods from private person to private person, transport of high value goods, animal fur, private moving goods, spirits and tobacco, tanks, art.

The following goods will not be accepted by NTEX without separate agreement:

Temperature regulated goods, unpacked goods, plants, guns, dangerous goods, goods which cannot be loaded or offloaded with truck.

**Claim on damage/missing cargo.**

If the shipment is damaged upon arrival, this shall be noted on the CMR when the receiver accepts the goods, and signed by the NTEX driver with visible name and date.

If the shipment is not visible upon arrival, claim needs to be sent to NTEX immediately, without delay and no later than 7 calendar days after receiving the shipment. The damaged goods with its packaging needs to be stored until the cause of damage is clarified. Photos need to be taken.

If anything is missing on the shipment, will this have to be noted on the CMR and certified by the driver.

If the customer wants to issue a claim, will this need to be in writing, copy of commercial invoice, photos, CMR with notifications regarding damage/missing goods etc. Furthermore, it needs to be clarified the scope of the damage and the actual loss of value, also all other relevant information through "form of claims handling" which customer will receive from their contact person at NTEX

**Limitation of liability**

The transport legislation which applies to car, train, boat and airplane domestic and international traffic, CMR, HAAG, Visby and Warsaw conventions is additionally applied when determining the carrier's liability. For all forwarding assignment NSAB 2015 (Nordic Forwarding Association General Regulations) applies, except §25 storage.

According to the rules of NSAB 2015 limits the forwarders responsibility when special situations after the rule of §2 (the network principle), which in concrete cases will cause other liability rules.

NTEX liability of damage, loss, missing cargo under transport is limited to:

- Domestic and international transport on airplane; 19 SDR\*) pr kilo gross gods' weight
- International transport on car; 8.33 SDR\*) pr kilo gross gods weight
- International transport with boat: 2 SDR\*) pr kilo gross gods weight or 667 SDR\*) per colli
- International transport by train; 17 SDR pr kilo gross gods weight

If NTEX has replaced damaged goods in full, the property rights is fully taken over, if NTEX wants to claim it.

When transport is by boat or airplane will NTEX to consider as a mediator, without responsibility for third party actions or negligence as execution of assignments cf. [NSAB 2015](#) §§ 3 C and 22-24.

We do not undertake transport with a time commitment.

NTEX recommend their customer to protect themselves against transport risk by signing a separate transport insurance.

**Waisted journey**

If NTEX can't deliver or pick up shipments according to set time, client will be charged for waisted journey or waiting hours according to the applicable tariff.

**Delivery and/or pick up at special hours.**

Normally delivery will be done in the period between 08:00 – 16:00

Agreements can be made of delivery or pick up, before, after or within a set time. This needs to be agreed upfront specially.

For timed delivery or pick ups an additional fee will be added to freight according to the applicable tariff, however without time commitment guarantee.

**Force Majeure**

The carrier is not liable for delay, loss, damage or failure to perform the contract if this is due to circumstances beyond the carrier's reasonable control (force majeure).

Force majeure includes, but is not limited to:

- strike, lockout, blockade, labor disputes or other industrial disturbances,
- war, war-like conditions, terrorism, riots, sabotage or threats of such acts,
- natural disasters, fire, flood, extreme weather, epidemic or pandemic,
- cyberattack, data breach or other serious disruption of digital systems,
- sudden breakdown of transport infrastructure, vehicles, supply chains or energy supply,
- injunction, prohibition or other intervention by public authorities.

In the event of force majeure, the carrier's obligations are suspended for as long as the obstacle persists. The carrier must notify the client without undue delay if a force majeure situation occurs.

In cases of force majeure, the carrier is entitled to have covered any additional costs necessary to perform the transport assignment, including,

but not limited to, alternative routes, additional crew, special equipment or security measures.

If a force majeure situation persists for more than 30 days, each party has the right to terminate the agreement with immediate effect, without liability for further compensation.