



General Terms & Conditions

Felda Logistics AB

These terms and conditions apply from 2024-09-14 until the update take place.

§ 1

Applicability

Unless otherwise agreed in writing, these terms and conditions are applicable to assignments carried out by Felda Logistics AB, referred to in the terms of carriage as Felda or Felda's.

Assignments refer to transport and storage services provided by Felda, as well as intermediary services and other services described in NSAB2015 §3.

Transport assignments and other services can be conveyed to Felda's subcontractor to be carried out without the requirement to first get approval from the client.

The terms and conditions apply regardless of whether the assignment has been carried out directly by Felda or by a third party.

§ 2

Applicable terms & conditions for assignments

Unless otherwise agreed in writing, all assignments are carried out in accordance with these terms and NSAB2015 (except for §7, paragraph 2, § 25 A, paragraphs 2 and 4 and § 25 B point 1).

§ 3

Execution of the assignment

Felda's assignment includes transport with pick-up and delivery of goods during normal office hours.

Felda 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 with transshipment. The execution of the transport assignment requires free and unhindered traffic and that the entire transport distance consists of a road or ferry route with the required bearing capacity and free height.

If local regulations at the place of dispatch or destination do not allow transport vehicles to operate on the roads concerned, or if collection or delivery cannot take place without additional measures or cost to Felda, a special fee will be charged. If assignments cannot be completed due to the recipient not being able to sign or receive goods for any reason, Felda has the right to invoice that is completed assignments. Any return shipping or storage because of non-performed delivery is paid for by the client.

If loading cannot be carried out, Felda has the right to charge 100% of the quoted cost.

§ 4

Transport documentation and parcel labels

For Felda 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 be responsible for ensuring that the sender issues correctly completed and approved transport documents and parcel labels by Felda, unless otherwise agreed. Furthermore, the client is responsible for costs arising from incorrect or incomplete information in the above-mentioned documents or package labels.

§ 5

Transport with a time promise

Transport with a time promise according to NSAB 2015 only applies if Felda has undertaken to carry out the assignment with a time promise in writing or in a quote to the client.

Requests or conditions made by the client regarding the time of delivery, e.g. in transport documents, are not binding on Felda unless this has been confirmed in writing by Felda. When a time promise is agreed, this is done apart from NSAB 2015 § 7 paragraph 2.

§ 6

Packaging

The client is responsible for ensuring that goods are packaged or constructed 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 requirements according to national rules and regulations. Felda is not responsible for damage to goods because of absence of or inadequacy in packaging or other packaging.

§ 7

Temperature-sensitive goods

Temperature-sensitive goods must be accepted by Felda before transport, otherwise there is no liability for damage caused by cold or heat. If the assignment is accepted, Felda will not be liable for any damage if the outside temperature falls below minus 15 degrees Celsius at any time during the transport route. The client is responsible for ensuring that the goods are clearly marked with the correct instructions for handling the goods.

§ 8

Dangerous goods

In the case of transport assignments of dangerous goods, notification must be made to Felda no later than 24 hours before collection. In connection with the booking, the client must inform Felda 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 information as stipulated in the goods declaration at the time of booking. The client is responsible for issuing the transport documents according to ADR/RID.

For domestic road transport of dangerous goods, this means that a goods declaration for dangerous goods must be issued and attached to or appear in the transport documents.

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

In the case of Sea Transport and in the case of road transport combined with Sea transport, all documents, such as the DGD and, where applicable, the CPC (Container Packing Certificate), must be issued in accordance with the IMDG. Application of the relief under the Baltic Sea Agreement needs to be subject to approval from the intended shipping company.

Furthermore, the client is responsible for ensuring that the consignor classifies, packages, marks and labels the dangerous goods in accordance with the applicable regulations in ADR/RID/IMDG and, where applicable, the Baltic Sea Agreement.

Each piece must be marked with the prescribed marking and labelling. For dangerous goods of various kinds that may not be grouped on a transport unit, separate documentation must be issued by the client.

In cases where the goods have a high-risk potential of the ADR 1.10.3 variety, the transport shall be preceded by an agreement in which the division of responsibilities is clearly specified.

- (1) Concerning dangerous goods packaged in limited quantities / LQ
- (2) (Chapter 3.4 ADR/IMDG), dangerous goods in packaged in reduced quantities / EQ (Chapter 3.5 ADR/IMDG), dangerous goods according to special provision (Chapter 3.3 ADR/IMDG).
- (3)

§ 9

Loading and unloading

The client is responsible for ensuring that the consignor and consignee carry out loading and unloading of goods at the loading and unloading points designated by them. The sender and recipient 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, load 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 the consignor and under the responsibility of the consignee and the consignee, where appropriate with the assistance of the manning of the transport vehicle, without prejudice to the division of responsibilities as set out above.

§ 10

Cargo securing

The client is responsible for ensuring that the consignor, when arranging for loading, also secures the goods in accordance with the applicable regulations of the Swedish Transport Administration or equivalent 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 Felda or a subcontractor to Felda, cargo securing instructions must be provided by the client or consignor. In the absence of cargo securing instructions, any claim for compensation for damage or loss because of cargo securing may be denied.

§ 11

Storage

The provisions on storage in section 25 of NSAB2015 do not apply to storage in connection with transport, but only in cases where storage assignments have been specifically agreed.

When storage assignments are specifically agreed, this is done apart from NSAB 25 A, 2 and 4 and 25 B 2015. On October 1, 201

§ 12

Quote

Quotes are valid for acceptance within 30 days from the stated quote date and are valid until further notice unless otherwise agreed. A quote made by Felda is confidential and may not be disclosed to third parties.

§ 13

Prices

The prices quoted are quoted net, excluding VAT, and include the services specified in the quotation and are based on the conditions specified for the assignment.

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 receiver from/on the load-bearing unit.

In cases where Felda's cost for an assignment or part of an assignment increases because of changes in the exchange rate, increased fuel prices and the underlying components, or due to circumstances over which Felda could not prevail or could reasonably foresee, e.g. new or changed government charges, Felda has the right to adjust the price to compensate for such cost increase.

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

§ 14

Payment terms

The invoice is due 10 days after receipt unless otherwise agreed.

In case of late payment, late payment interest of 12% and a reminder fee of SEK 60 will be charged. Felda has the right to make a customary credit check on the client and the credit limit is set after receiving the credit report.

§ 15

Reservation

Reservations can be made by e-mail, web form, telephone or other means of communication, and for the reservation to take effect, confirmation from Felda is required.

Change/cancellation of transport or other assignment –

Booking of assignments can be changed free of charge up to 24 hours before the agreed loading time. In case of changes or cancellations within 24 hours, a minimum of 80% of the agreed freight will be invoiced for the assignment.

§ 16

Cargo Insurance

Cargo insurance is not included in the quoted prices and is not included in Felda's commitment. Felda's liability is governed by the terms and conditions on which each transport assignment is based.

To protect the client's financial interests, Felda recommends its customers to always book a transport goods insurance. This is done

either from the client's own insurer or the client buys the goods insurance brokered by Felda's insurance partners that Felda can offer. This is done in connection with booking.

§ 17

General Responsibility

Felda's liability is governed by these general terms and conditions, NSAB 2015 and applicable laws and regulations. In addition to the disclaimers covered by NSAB 2015 and applicable laws and regulations, Felda disclaims liability for damage and loss to 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, Felda or its subcontractor is not responsible for missing goods or damage as a result of handling and stowage.

§ 18

Subcontractor's responsibility

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

§ 19

Complaint

In the event of a deviation during transport, a complaint against Felda shall be made without unreasonable delay. The client is responsible for ensuring that the recipient checks the goods upon delivery and has authorised staff who sign for the goods at the recipient address.

In the event of visible loss, reduction of or damage to goods, a remark must be made

immediately upon receipt of the goods. A note must be made in a shipping document or PDA and certified by the driver or Felda's representative. In cases of loss, reduction or damage to goods that are not visible (hidden), a note to Felda 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 case of visible damage or the report is made later than seven (7) calendar days in the case of hidden damage, it is the claimant's responsibility to prove that the damage occurred during Felda's care of the goods.

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

§ 20

Exclusion of liability

In the case of transports of alcohol or tobacco where deviations or complaints arise, Felda as a 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 like these.

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 imported or exported do not consist of or contain steel and iron products originating in Russia with HS codes beginning with 72- or 73-.

Felda disclaims all liability and any costs it may incur with this letter. You can read more about this at Swedish Customs.

§ 21

Force Majeure

Felda is exempt from the obligation to carry out assignments if Felda is prevented by circumstances over which Felda could not have had control and which Felda could not reasonably have foreseen.

Felda shall inform the client when such circumstances occur or cease. A party has the right to terminate the agreement or terminate the assignment with immediate effect, when such circumstances have lasted longer than one month, or when a certain period of notice has been agreed, after a period corresponding to the period of notice.

§ 22

Right of lien

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

§ 23

Dispute— Jurisdiction

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