



## **General Conditions**

*Valid as of 19 June 2007. These General Conditions are subject to changes without prior notice. NSAB 2000 is applicable for conditions not stipulated in these General Conditions.*

These General Terms and Conditions for Contracts, apply to all assignments to SACT, unless otherwise agreed in writing or set forth in these General Terms and Conditions for Contract.

All assignments shall be performed according to:

- Terms agreed on in individual cases
- These General Terms and Conditions for Contracts
- NSAB 2000

These General Terms for General Terms and Conditions for Contracts include additions to, and deviations from, the provisions of NSAB 2000.

In the event of any conflicts between these provisions, priority shall be in the order set forth above. In event of any conflicts between the wording in the Swedish and the English version of the General Terms and Conditions for Contracts, the Swedish version shall prevail.

### **VALIDITY PERIOD OF PROPOSALS**

Our proposals have an acceptance validity period of 20 days from the date of the proposal.

### **PAYMENT**

Payment terms are cash 20 days from invoice date. Outstanding unpaid balances after payment due dates will be subject to late payment interest charges at the prevailing "reference" rate plus 8%. Invoicing of late payment interest will also be subject to an invoicing charge as permitted by law. The normal invoice charge is SEK 25:- per invoice.

### **MINIMUM WEIGHTS**

Volumetric calculations of chargeable weights in connection with all terminal to terminal transports (AIRCARGO products) will presume the following minimums:

- 1 cbm 167 kg
- 1 meter truck length (6 cbm) 1002 kg
- 1 europallet position 400 kg

Chargeable weight calculations for pick-up and/or delivery (ROADCARGO products) in Sweden will presume the following volumetric minimums:

- 1 cbm 250 kilo
- 1 meter truck length (6 cbm) 1500 kg
- 1 europallet position 600 kg

Chargeable weight calculation for pick-up and/or delivery (ROADCARGO products) in Denmark, Norway and Finland will presume the following volumetric minimums:

1 cbm 333 kg

1 meter truck length (6 cbm) 1998 kg

1 europallet position 800 kg

Loaded pieces in excess of 2,4 meters will be surcharged at a rate of SEK 200:- per meter of the full length. Applicable for all SACT products.

#### T-DOCUMENTS

A T-Document and an invoice attesting to the value of the cargo must accompany shipments to and from customs warehouses in Norway. The shipper or his agent must issue such documents.

Upon request, SACT may issue T-documents at a charge of SEK 650:- each. Customs clearance of cargo on behalf of "hemtagare" in Norway by SACT is chargeable at a rate of SEK 250:- per shipment.

#### BOOKINGS

SACT will not accept what are commonly called "preliminary" bookings.

Our booking deadline for same-day truck departures is 1700 hours, local.

Cancellations of bookings after 1700 hours are subject to charge.

#### OTHER SURCHARGES

Dangerous goods will be subject to a surcharge of SEK 295:- per shipment. Dangerous goods to/from Finland will be subject to a surcharge of SEK 1200:- per shipment. Truck waiting time in excess of 15 minutes will be surcharged in increments of SEK 175:- per half hour or part thereof. Unrealized pickups or deliveries (BOM-körning) will be chargeable at the equivalent rate applicable for a "minimum" shipment to or from that zone. A surcharge of SEK 125:- per shipment will be applicable in connection with assignments requiring cash/check handling by SACT drivers. The maximum amount of any cash which may be so handled is SEK 3000:- Upon request of the proposal/contract signatory to invoice a third party for any services rendered in connection with the contract, SACT may agree to do so only on condition that the signatory retains full ultimate responsibility for any such charges.

Retrieval and copying of any delivery receipt (POD) older than 30 days will be subject to a charge of SEK 175:- for each such receipt. Transport of shipping documents within the normal Nordic network will be chargeable at a rate of SEK 195:- per document.

Fuel surcharges may be applicable, and are recalculated on a monthly basis in accordance with fluctuations in the prevailing market price for diesel fuel. Quoted charges do not include terminal charges for loading or unloading of trucks.

#### LIABILITY

All transports undertaken by SACT and performed under CMR or other waybills will be governed by the provisions of currently prevailing NSAB conditions with the exception for storage according to para. 27 C3, where SACT's customer itself shall sign insurance for losses attributable to fire, water damage and burglary unless the customer has otherwise in writing instructed SACT. Such a request will subject to separate charge.

#### FORCE MAJEURE

Neither Party shall be responsible to the other for any delay or failure to fulfill any obligation or for any damage caused thereby in the event of such delay, failure or damage being caused by event of Force Majeure, which was not in the knowledge of the Parties before entering an agreement.

#### DISPUTES AND APPLICABLE LAW

Any dispute arising shall be finally settled under the Arbitration Rules of the Stockholm Chamber of Commerce. The Arbitral Tribunal shall be composed of a sole arbitrator. The arbitrator proceedings shall be held in Stockholm and shall be conducted in Swedish. Swedish law shall be applicable.