

Terms & Conditions

Conditions of carriage Fr. Meyer's Sohn Norway AS

The agreements between Fr. Meyer's Sohn Norway AS and our customers are regulated by the Conditions of Carriage of Fr. Meyer's Sohn Norway, the Road Freight Agreements Act and NSAB 2015 except section 25 (storage), CMR, Hague, Visby, and The Warsaw Conventions.

GENERAL CONDITIONS

In general, Fr. Meyer's Sohn Norway will specify the price when entering into a transport agreement. In the cases where price is not specified, the price will be determined according to what Fr. Meyer's Sohn Norway believes is the current market price.

When performing transports, Fr. Meyer's Sohn Norway reserves the right to change product specifications, prices and other conditions without prior notice.

Fr. Meyer's Sohn Norway products and services are developed for the professional market. Fr. Meyer's Sohn Norway reserves the right to deviate from the applicable regulations when transporting to private individuals.

All transport prices are stated exclusive of VAT unless otherwise specified.

CLAIMS AND DISPUTES

Claims are to be issued in writing no later than 10 days after invoicing date. The claim is to be directed to the place of invoicing and the following shall be stated:

- Shipment reference number

TERMS OF PAYMENT

Assignments are paid by invoice. Larger assignments are to be invoiced on a continuous basis. Normal time of credit is 10 days from invoicing date. The payment must be on Fr. Meyer's Sohn Norway's accounts and disposal within the due date. If the payment is delayed, a delay interest of 15 % p.a. will be charged. When invoicing, an invoice fee can also be charged. Any objections to the invoice are to take place in writing with Fr. Meyer's Sohn Norway no later than 10 days after the receipt of the invoice. Fr. Meyer's Sohn Norway can require a standard reminder fee when sending a reminder/debt collection, irrespective of the limits determined in the debt collection regulations. If breach of payment occurs, invoices that are not due for payment can be collected together with claims that are overdue.

Fr. Meyer's Sohn Norway are entitled to set off against their outstanding account with claims which the customer has towards Fr. Meyer's Sohn Norway.

INQUIRIES AND INVOICES

The shipment information is the basis for invoicing. A copy of receipt for delivery goods can be provided upon request. Inquiries regarding invoice, payment, notice of payment etc. are to be directed to the invoicing department. Any objections to the invoice are to take place no later than 10 days after the date of invoice. When the customer requires changes that are

caused due to own specific circumstances, Fr. Meyer's Sohn Norway will handle accordingly if possible. The change will be charged to the party which pays the freight.

LIMITATIONS

Fr. Meyer's Sohn Norway will not accept the following goods in their ordinary operation and standard conditions of carriage does not apply:

- Certain types of dangerous goods
- Living animals
- Goods between private individuals
- Transportation of valuables
- Furs (international)
- Removal goods
- Liquor and tobacco (international)
- Tank transports

WEIGHT AND VOLUME CALCULATION

SEA TRANSPORT

Conversion factors 1 cubic meter = 1 000 kg = 1 W/M

Currency conversion rate according to the current bank rate the day before arrival/sailing port + 4%, minimum NOK. 500, –

Container and brewing rental will always be charged at current rates.

AIR TRANSPORT

Conversion factors 1 cubic meter = 167 kg

DANGEROUS GOODS

Dangerous goods are subject to the regulations in international transport regulations and national instructions. This in order to secure that the transport takes place under circumstances which causes a minimum of risk for endangering life, health, environment and material values.

SHIPPERS OF DANGEROUS GOODS ARE TO PREPARE THE SHIPMENT FOR TRANSPORTATION BY:

- Classifying the materials
- Packing in an approved manor
- Mark the pieces with danger notes, UN-number and any other information
- Issue transport document for dangerous goods as well as written instruction in case of an accident, with correct and complete information
- Dangerous goods are to be booked separately
- The documents must be delivered to the driver prior to loading

Upon breach of the above-mentioned obligations, the shipper/sender shall cover all costs incurred due to such breach.

The forwarder is to reject shipments that do not fulfill the demands in the regulations. Furthermore, the forwarder is to complete the transport by providing suitable material, equipment and competence as well as maintaining the different regulations during transit. The regulations regarding equipment and handling of the goods vary some, all taken into consideration the kind and amount of dangerous goods which is applicable. Fr. Meyer's Sohn Norway has excluded some kind of dangerous goods, where there is a demand for special equipment, handling of goods, etc. It is therefore of utmost importance that the circumstances are clarified in advance, before transport initiation. Please contact our sales departments or booking offices for more information.

COLLECTION/DELIVERY AND RESPONSIBILITY

BOOKING

Shipments are to be booked continuously, or according to separate agreement

WASTED TRIP – DOMESTIC AND INTERNATIONAL

In case of «wasted trip», an attendance fee will be charged. The same will also be charged by «wasted trip» by agreed collection. The charge will be debited to the party which has ordered the collection.

TRANSPORT RESPONSIBILITY

In case of damage/loss the following will apply:

- If the goods are damaged by receipt, this shall be noted in the receipt document at the same time as the goods are received and is to be certified by Fr. Meyer's Sohn Norway.
- If the damage is not visible by delivery, a claim must be sent to Fr. Meyer's Sohn Norway immediately after receipt, without any delay. The damaged goods are to be kept until observation has been done.
- If there are any losses by the goods by receipt, this shall be noted in the receipt document and is to be certified by Fr. Meyer's Sohn Norway.
- If the customer wishes to submit a claim regarding compensation, a written and specified compensation claim must be sent to the company.
- All relevant documentation of the shipment as well as copy of the commercial invoice must be enclosed.

LIMITATION OF RESPONSIBILITY

Unless otherwise specified herein, the national and international laws and regulations applicable to land transport, rail, sea and air as well as CMR, Haag Visby and Warszawa conventions will regulate the responsibility of Fr. Meyer's Sohn Norway. All assignments carried out by freight forwarders are regulated by NSAB 2015, with the exception of Article 25, storage.

Regarding the terms and conditions of NSAB 2015, the liability of Fr. Meyer's Sohn Norway in certain situations is limited in accordance with the regulations in clause 2, whereas the

liability of Fr. Meyer's Sohn Norway in certain situations will be limited in accordance with other regulations.

The responsibility of Fr. Meyer's Sohn Norway to compensate in the event of loss, damage/shortage of goods under transportation is however always limited to a maximum of:

- Domestic and international airfreight: 19 SDR*) per kg gross weight.
- International transport by car: 8.33 SDR*) per kg gross weight.
- International sea freight: 2 SDR*) pr. kg gross weight /667 SDR pr. Item
- International railway transport: 17 SDR*) per kg gross weight.
- Domestic transport by car, railroad and sea freight: 17 SDR*) per kg gross weight.

*) 1 SDR = according to current currency rates.

Our maximum liability limit is 10 million NOK per damage case, therefore if you have cargo value above this amount, we strongly advise that you inform your insurance company accordingly. Alternatively, we can increase our liability coverage equal to the cargo value per individual case, however, this must be notified to us prior to the start of the transport, and the additional costs from our insurance company will be added to the agreed freight charges.

If Fr. Meyer's Sohn Norway has fully compensated the value of the goods, Fr. Meyer's Sohn Norway shall upon notification be entitled to the ownership of the goods.

Upon carriage by sea and/or by air, the supplier shall be deemed as an agent, without responsibility for third parties actions and/or omissions when performing the consignment, cf. NSAB 2015 §§ 3c and 22-24.

GENERAL LIABILITY

Goods are received for carriage in accordance with current freight tariffs and regulations applicable to Fr. Meyer's Sohn Norway at any given time.

TRANSPORT INSURANCE

Insurance (whether during transport or storage) is not included in our offer unless specifically mentioned. We strongly recommend our clients to arrange their own insurance policies for all transports and to be protected for incidents invoking General Average (GA). Fr. Meyer's Sohn Norway AS, as forwarder, are not responsible for the above given the fact that we are not owner of the cargo.

It is possible to insure goods against the most common risks in transport.

Please contact Fr. Meyer's Sohn Norway for further information.