

General terms and conditions of transport for Axess Logistics AS

Contents

1. Definitions	2
2. General	2
3. Obligations of the agreement partners	3
4. Establishment and scope of the agreement.....	3
5. Conclusion of the agreement	3
6. Prices.....	3
7. Payment terms	4
8. Vehicle condition - customer's responsibility	4
9. Delayed delivery	5
10. Loss, damage and shortage	5
11. Concluding provisions	8

Introduction:

These general terms and conditions of transport shall apply to all agreements between the customer and Axxess Logistics AS (hereinafter called AL) for the transportation of the customer's car(s) on national and international traffic networks.

These terms and conditions apply from 03.03.2020.

1. Definitions

- 1.1. AL means Axxess Logistics AS which, either directly or via its subcontractors, has been engaged to transport one or more cars and issue invoice(s) thereto.
- 1.2. The customer is AL's contracted client. The customer is the party who, either directly or through a representative agreed in writing, engages AL for the transportation of car(s) and is thereby obligated to pay the freight charge or who is financially liable should another payer be chosen. The customer alone, and not its representative, is AL's contractual partner.
- 1.3. Transportation of the customer's car(s) means the collection of car(s) at the customer's, or its representative's, suitably appointed collection/delivery site, and transportation by vehicle/truck, train, ship or any combination of these, to the agreed delivery site.
- 1.4. The time of delivery is that time at which AL delivers the car(s) to the agreed delivery site and which is registered in AL's transport system.
- 1.5. An agreement has been entered into when AL sends an order confirmation to the customer.
- 1.6. On collection, handover to AL takes place at the agreed collection site, conditional upon AL having access to the car(s) at a suitable collection site with keys and moving the car.
- 1.7. On delivery, handover takes place after parking at a suitable agreed site and keys have been handed over to the receiver.
- 1.8. The requirement for suitable collection and delivery sites means that the car transporter can drive to the agreed sites, load/unload cars and is able to park in compliance with the Norwegian Road Traffic Act. The collection and delivery sites must be outdoors unless otherwise agreed.
- 1.9. Roadworthy vehicle means that the car is in such condition that it does not constitute a threat of injury to personnel or damage to other cars on the transporter.
- 1.10. Presented and ready for collection means that the car is accessible such that it can be extracted without hindrance by, for instance, other cars, snow, objects etc.
- 1.11. Used vehicle means a car that has been registered and driven for over 30 km.

2. General

All assignments are performed in compliance with the Act on Road Transport Contracts and the Nordic Association of Freight Forwarders' current provisions for transport, freight forwarding and storage. (NSAB 2015).

3. Obligations of the agreement partners

- 3.1. Under this agreement, AL undertakes to:
- transport the collected vehicle to the agreed delivery site
 - inform the customer of the planned time for delivery
 - communicate to the customer or its representative any information on irregularities that occur while the vehicle is in AL's care
 - if something occurs during transportation that entails the assignment cannot be fulfilled due to the standard of the vehicle or a force majeure event, AL shall inform the customer of this
- 3.2. Under this agreement, the customer undertakes to:
- at the time of ordering or other agreed time, have the vehicle ready for collection
 - communicate correct information regarding collection and delivery of the vehicle
 - communicate correct information on the vehicle's condition and installed equipment
 - pay freight and fees to AL in accordance with the agreed price

4. Establishment and scope of the agreement

- 4.1. The agreement applies between the customer and AL.
- 4.2. AL may engage subcontractors to fulfil the assignment for the customer.
- 4.3. The agreement comes into force when AL sends confirmation of the assignment to the customer. Unless otherwise proven, this confirmation also serves as the customer's acceptance of the assignment.
- 4.4. For assignments ordered on-line on behalf of private customers and customers lacking a registered commercial relation with AL, the agreement enters into force when it is accepted and payment is recorded.
- 4.5. On acceptance pursuant to clause 4.3 or 4.4, the customer accepts at the same time AL's general terms and conditions of transport.

5. Conclusion of the agreement

- 5.1. The agreement concludes when the car(s) is/are delivered to the agreed delivery site, the customer has received access to the car and the assignment has been paid in full.
- 5.2. In the event of damages which AL cannot document were present on the vehicle before handover from the customer, the agreement's clause 10 shall apply, notwithstanding that clause 5.1 is fulfilled.

6. Prices

- 6.1. The customer undertakes to pay the price as quoted in AL's confirmation of the assignment, or from an agreed price matrix.
- 6.2. In the event of changes to regulatory charges or significant changes in the price level of other external production factors (for example, changes in diesel price, electricity costs, currency fluctuations etc.) during the term of the agreement, AL has the right to make adjustments to the applicable price during the agreement period. The new price shall take effect between the parties 1 month after AL has given written notice of said price adjustment.

- 6.3. AL retains the right to invoice the customer for conditions which arise due to the following:
- Ordered assignment where the vehicle is inaccessible (see 1.10) or is not drivable at the time of collection and results in the assignment not being capable of being carried out
 - If the vehicle is not drivable or if there is equipment mounted that affects loading conditions on the car trailer (e.g. roof box) see clause 8, AL may amend the price for the assignment or decline the assignment
 - Transportation of a vehicle where the vehicle deviates from the order
 - Wait time of over 20 minutes after the driver has notified their arrival
 - Reloading to alternative transport mode or redirection to an alternative loading or delivery site as a result of a breach under clause 9.2.
 - Additional expenses caused by incidents which AL could not foresee and was not in a position to prevent

7. Payment terms

- 7.1. AL's invoices are due for payment when the agreement comes into force in the absence of any other written agreement between the parties. AL is not obligated to commence or complete any assignment if payment has not been received in accordance with the contracted agreement.
- 7.2. Assignments ordered by private customers and customers without a previously registered commercial relation with AL must be paid in advance via a payments service.
- 7.3. Delayed payment can result in the termination of other assignments carried out by AL on behalf of the customer and all other outstanding amounts owed by the customer may become due for immediate payment, including any fees or overdue interest.
- 7.4. Any outstanding claims by the customer cannot be set off against this.
- 7.5. AL will not cover the consequent costs or rental of vehicle(s) as a result of delays and/or damage.

8. Vehicle condition - customer's responsibility

- 8.1. On acceptance of the agreement by confirmation in accordance with clauses 4.3 and 4.4, the customer assumes responsibility for ensuring:
- that the information about the vehicle is correct and complete.
 - that any documents accompanying the vehicle and which are required by regulatory authorities for inspection purposes are correct and complete.
 - that the vehicle is roadworthy and in such condition that it does not constitute a threat of injury to personnel or damage to other vehicles on the transporter.
 - that cargo is not transported in the vehicle in excess of those items that normally belong to the car. During transportation, items such as a spare tyre, bike stand, child seat etc. are permitted to be in the car but at the customer's own risk.
 - that any laws and regulations of the countries affected by the vehicle's transport route are likewise complied with.
- 8.2. The customer is liable for documented and predictable losses AL and any third party may incur as a result of breach(es) of the requirements of clause 8.1, notwithstanding that the loss did not arise due to the customer's own actions.

As a precondition to the agreement, AL may require documentation that the customer has insurance coverage for all liability that stems from the first paragraph.

- 8.3. AL is not responsible for checking the ordered vehicle's technical condition or suitability for transport. Notwithstanding, AL retains the right to perform random checks that the vehicle is in adequate technical condition. The customer shall, to the extent possible, be notified before any spot check is carried out. The customer will always be alerted to the extent this is required by law.

9. Delayed delivery

- 9.1. This clause provides an exhaustive regulation of AL's liability toward the customer regarding delayed delivery. In addition to this clause, all transport assignments are carried out in accordance with the regulations in NSAB 2015.
- 9.2. AL is not liable for delays, partial or whole losses or damages where AL can demonstrate that the delay, loss or damage is due to the following circumstances:
- error or negligence on the part of the customer or the customer's representative
 - insufficient, unclear or incorrect indication of the receiver's name and address as well as delivery site
 - amended orders from the customer or customer's representative that do not originate in error or negligence on the part of AL
 - the vehicle's deficient or special condition or quality
 - that the delivery and/or collection site do not fulfil AL's requirements

AL is only liable for delayed delivery when the actual transport time significantly exceeds what, given the conditions, may be reasonably expected of a transport carrier. AL's delivery times and lead times are indicative and do not constitute a binding agreed delivery time, unless so stated by other conditions.

- 9.3. AL shall be free of liability if AL demonstrates that delay, whole or partial losses or damage/injury are due to circumstances which AL or its subcontractor(s) could not avoid nor were in a position to prevent the consequences thereof. AL is also free from liability if circumstances/restrictions arise which AL was not in a position to prevent and which lead to reduced capacity in AL's operational arrangements.

Such circumstances encompass but are not limited to, among others, natural disasters, unexpected weather conditions, including landslide/avalanche and similar, strike, lockout, boycott, war, riots, security measures or other measures in cases of suspected terrorism, terrorism, mobilisation or unforeseen military summons of equivalent extent, requisition, confiscation, currency restrictions or other measures or restrictions from regulatory authorities as well as lack of access to the public rail network and/or public infrastructure.

AL must notify the customer of the circumstance and its estimated duration. AL retains the right to invoke the circumstance as a force majeure event, also after AL has notified the customer.

- 9.4. In cases of delay or other incident where the customer's circumstances and/or the vehicle(s) condition or quality as named in clause 9.2 is a contributory cause, AL's liability is correspondingly reduced to the extent that AL demonstrates that such circumstances have contributed to the customer's loss.

10. Loss, damage and shortage

- 10.1. Loss, damage and shortage are regulated in accordance with NSAB 2015

10.2. Liability for AL does not arise if loss, damage or shortage is due to:

- unforeseen failure in road network or puncture to transport vehicle
- rockfall or tree branches overhanging the roadway
- fire on a transport vehicle or at a storage site
- vandalism or theft
- unsecured items in the vehicle
- tensile damage to glass (no contact point from outside influence)
- paintwork runs or paintwork flaking
- discolouration, colour defects or stains from decals
- loose protective film
- pests
- weld points and pressing marks from the car manufacturer. Furthermore, AL does not accept liability for:
 - damages to the vehicle occurring before AL assumes responsibility for the car
 - damage which is not visible in accordance with clause 10.3 at delivery
 - scratches that can be buffed out
 - dents that bulge outward
 - damages that are observed after the receiver has brought the vehicle in for thawing of snow and ice
 - damages to a used vehicle that are deemed normal wear and tear
 - damages that are not notified within the defined deadline and with comprehensive documentation

We recommend in addition that our customers insure their assets comprehensively. Transport insurance is to be drawn up with the goods owner's own insurance provider

10.3. Standard inspection to reveal transport damages

This standard is based on the ECG manual "Inspection of new vehicles in-transit – Instructions on how to inspect the vehicle and what constitutes in-transit damage".

A precondition to ensure the treatment of transport damage in the logistics chain is fair toward all parties is that damage inspection must be performed identically in all links.

The inspection must be performed outdoors before the vehicle is moved, degreased, washed or any protective film is removed;

- Inspection must be visual (the vehicle must not be touched)
- Inspection should normally be performed for up to 60 seconds - maximum 3 minutes
- Observe the vehicle's surface at a low angle of 30 degrees
- Walk slowly around the vehicle in a normal upright position at a distance of approx. 1 meter from the vehicle
- To meet the definition of transportation damage, the damage must be visible from a distance of 1 meter
- The roof must be inspected by standing at ground level at the side of the vehicle. It is not permitted to stand on a wheel or door sill or similar

- To inspect the lower part of the vehicle, it is permitted to crouch down as long as the distance of 1 meter to the vehicle is maintained
- If damages are observed during the inspection, it is permitted to approach the damage and touch the vehicle to verify the extent of the damage

10.4. Damage reporting procedure

For deliveries during business hours, it is the responsibility of the receiver to immediately inspect the vehicle together with the driver before signing off on the manifest or issuing a digital signature. The driver must allow the receiver sufficient time for the inspection in accordance with clause 10.3. If transportation damages are discovered, the driver is obligated to fill out a damage report. Both driver and receiver must sign this. The damage must be reported to Axess Logistics AS immediately. No later than 24 hours after the time of delivery.

From that point in time when the receiver has signed for receipt, Axess Logistics AS is free of liability. Should any damage be discovered after this time, the receiver alone bears responsibility.

For deliveries outside of business hours, transportation damage(s) must be reported immediately to Axess Logistics AS. No later than the first working day before 12:00.

10.5. Notification of transportation damage(s)

Damages must be reported in writing to Axess Logistics AS via email (skade@axesslogistics.no).

A minimum of 4 digital photographs of the damage must be uploaded. The photographs must be taken before the vehicle is moved by the receiver:

- A photograph of the vehicle's whole chassis number
- A photograph showing the vehicle's placement on the property (context overview)
- A photograph showing the location of the damage on the car
- A close-up photograph of the damage

If there is a damage report from Axess Logistics AS, this must be included as documentation in the damage notification.

10.6. When the compensation claim is lodged

All claims must come from the goods owner and be submitted to the goods owner's insurance provider unless another agreement is in place. Documentation that must accompany any claim:

- Itemised workshop invoice
- Rate/price estimate
- Photographs (4 pcs. specified in clause 10.5)
- Manifest/receiver sign-off (if such is available)
- Damage report (if such is available)
- Copy of all correspondence regarding the damages case

10.7. Replaced parts:

All parts that are replaced must be kept for 20 days from the date of delivery so that the transport carrier can inspect or collect these. If the parts are not available to the transport carrier within this 20-day period, it may result in the non-payment of the compensation claim. General insurance practice grants the liable party the right to own any parts that are removed after repairs.

11. Concluding provisions

- 11.1. All agreements between AL and its customers as well as these general terms and conditions of transport are subject to Norwegian law.

For any dispute arising from the general terms and conditions of transport for AL or agreements between the customer and AL, the parties shall accept the court where AL has registered its principal place of business as venue.

- 11.2. Following agreement with the customer, AL may impose special conditions as a supplement to these general terms and conditions for AL.

AL may at any time amend its agreement terms and conditions such that they deviate from these terms and conditions and existing agreements with the customer for future AL agreements. AL undertakes to keep the customer informed of any such amended terms and conditions.

- 11.3. Whole or partial invalidity of individual provisions shall not affect the validity of the other provisions in the current AL terms and conditions.

Should AL in individual cases decline to exercise its rights in a judicial or extrajudicial dispute, this shall not have any precedential effect in other comparable cases.

- 11.4. Any claims against AL that the customer may have as a consequence of transportation shall lapse one year after delivery of the vehicle.