

## GENERAL TERMS AND CONDITIONS FOR TRANSIT

*Our general terms and conditions for transit apply to all transportation booked with Axess Logistics A/S (including transit outside Denmark). Only expressly defined deviations, agreed in writing, are valid.*

### **1. General terms and conditions for car transportation with Axess Logistics A/S**

Axess Logistics A/S and its business partners undertake all transportation in accordance with the **CMR** regulations.

Unless otherwise specified at the time of booking, the car is assumed to be drivable. In most cases, the car will be driven briefly at our terminals for reloading onto another transporter before delivery. Here, it will always be the responsibility of the booking party to ensure that the car can start during the entire journey from collection to delivery. If the car will not start and has to be jump-started, a jump-start fee of DKK 250 + VAT will be charged.

For an electric car, it is the customer's responsibility to ensure that the vehicle has sufficient charge to ensure that the car is not depleted of charged while in transit. Likewise, a car must have sufficient fuel to enable it to be handled safely throughout transit. If it becomes necessary to refuel or charge a car in transit, Axess Logistics A/S reserves the right to impose an invoicing fee of DKK 250 + VAT per car.

#### **1.a Recovery transport**

If normal transport has been booked but the car will not start upon collection (not even with a jump-start), a wasted journey will be invoiced at the full transport price, as such transport requires a transporter fitted with extra recovery equipment. It will then be possible for the booking party to *request* recovery transportation – the feasibility of recovery transportation is assessed on a case-by-case basis.

If normal transportation has been booked but the car will not start when reloading at our terminals in transit (not even with a jump-start), Axess Logistics A/S reserves the right to invoice an additional recovery fee of DKK 1,000 + VAT.

It is possible to request recovery transportation within Denmark's borders, and a longer delivery time can then be expected than the applicable deadlines for an ordinary transportation booking.

### **1.b Vehicle recovery with 'skates'**

If the conditions below apply to vehicle recovery, extraordinary recovery using 'skates' is required. 'Skate' transportation must be requested, as feasibility is assessed on a case-by-case basis.

Special circumstances that apply to transportation using 'skates':

- The car cannot roll/move
- The car cannot be steered using the steering wheel
- It is not possible to sit in the driver's seat
- One or more wheels does not turn
- Car key is missing
- Automatic transmission that cannot start or run

If normal or recovery transport has been booked (without us being made aware of the above special circumstances) and we cannot move the car upon collection (not even with a normal recovery transporter), Axess Logistics A/S reserves the right to invoice the cost of transportation for a wasted journey.

If normal recovery has been booked and it is found that 'skates' are required to transport the car and our driver is able to take the car, Axess Logistics A/S reserves the right to invoice an extraordinary 'skates' recovery fee of DKK 1,000 + VAT.

It is possible to request recovery with 'skates' within Denmark's borders, and a longer delivery time than the applicable terms for a normal transport booking can be expected. When booking recovery with 'skates', a surcharge of DKK 2,000 + VAT is payable.

When booking for cars that require recovery or recovery with 'skates', it is important for our driver to be able to bring the transporter to the car. This includes the feasibility of 'easing' the car onto the transporter, as well as feasibility for us to put the car on 'skates' with sufficient space and a firm surface, for example. Axess Logistics reserves the right to invoice for a wasted journey if these circumstances do not apply.

### **1.c Wasted journeys**

Wasted journeys will be invoiced at the cost of transportation in Denmark. For transportation abroad, special conditions will apply and invoicing will reflect this.

These apply when Axess Logistics A/S is not responsible for conditions at pick-up that prevent the car from being transported.

#### **1.d Cancelling transportation**

There is no charge for cancelling transportation within Denmark IF transportation has not commenced. The full transportation price will be invoiced upon cancellation if our driver has started his route to pick up the car.

Cancellations of transportation abroad are also free of charge IF transportation has not commenced. If our driver has started his route to pick up the car, special conditions apply and will be invoiced accordingly. If our driver has loaded the car onto the truck, the full transportation price will be invoiced upon cancellation.

#### **1.e Liability**

##### Period of liability

Axess Logistics A/S is liable for the car when our employees or business partners receive the car in person. Our liability ends when the car is handed over to the recipient or another recipient, cf. agreement with the booking party or first intended recipient.

##### Responsible delivery

If an acknowledgement of receipt is not issued, Axess Logistics A/S' liability ceases upon responsible delivery of the car. Unless otherwise agreed with the recipient or the booking party, responsible delivery is deemed to apply outside business hours when:

- The car has been delivered to the recipient's location, or another location designated by the recipient or the booking party
- The car is locked

Unless the booking party or the recipient notifies Axess Logistics A/S in writing of any deviations, transfer of liability for the car is assumed upon responsible delivery.

##### Damage and delays

Axess Logistics A/S is liable for any damage in transit caused in connection with transportation during the liability period.

Axess Logistics A/S operates open car transporters and is therefore not liable for ordinary damage caused by these conditions, such as: damage to window glass, stones hitting a glass roof, tension in the glass or spontaneous rupture. This is reflected in the cost of transportation.

Furthermore, minor scratches and paint chips that can be sanded/polished or repaired with a paint stick are not recognised as damage.

Axess Logistics A/S cannot be held liable for damage that cannot have occurred during transportation of the car, nor for any damage that is not detected by our driver due to, for example, a manufacturer's transport protection fittings.

Axess Logistics A/S is not liable for any damage or delay resulting from force majeure (natural disaster, war, strike action, pandemic, riot, etc.)

Furthermore, Axess Logistics A/S is not responsible for indirect losses on the part of the recipient or the booking party (e.g. operating loss, customer dissatisfaction, etc.) in connection with delays or prevented delivery. If transportation by another carrier is desired because of delays or prevented delivery, the associated costs will not be covered by Axess Logistics A/S.

Damage to used cars is not covered, unless it can be explicitly documented that Axess Logistics A/S has caused the damage to the car during transportation. Furthermore, Axess Logistics A/S does not cover any items inside the car (spare parts, accessories, goods, etc.). In addition, Axess Logistics A/S does not cover damage attributable to the condition of the car, such as: battery faults/wear, as well as mechanical and electronic faults/defects.

### Customer's responsibility

It will *always* be the customer's responsibility to ensure that the car is made ready for safe transportation on an open car transporter. This includes, but is not limited to, ensuring:

- that loose parts are securely and safely attached so as not to cause any damage whether inside the cabin or on the outside of the car
- as well as ensuring that there is no danger of the tailgate or doors popping open in transit.
- Tyres must lie horizontally.

Axess Logistics is not responsible for any paperwork between the buyer and the seller if this is not inside the car or handed over upon collection.

### **1.f Delivery times**

The date of booking is denoted as = day 0. The delivery time will be the date of booking = day 0 + 4 working days, if booked before 10:00. If the order is received after 10:00, the delivery time will be the date of booking = day 0 + 5 working days. This is referred to as Axess Logistics' standard delivery time and will apply unless a different customer agreement exists that expressly states otherwise in writing. Cars will be picked up during this time slot.

Other special delivery times will apply for transport to/from outside Denmark.

Express transportation can be requested for a fee. Here, the date of booking will be = day 0 + 2 working days, if the booking is made before 10:00. If booked after 10:00, the delivery time will be the date of booking = day 0 + 3 working days. Please note that Express transport has to be requested, as this cannot be offered during certain busy periods.

### **1.g Collection guidelines**

The following guidelines must be followed in order for Axess Logistics A/S to pick up the car:

- Unless otherwise expressly agreed in writing, the working assumption is that it will be possible to pick up the car between 07:00 and 17:00 hours
- Cars with keys must be ready for transport from the selected 'ready' date specified at the time of booking
- The pick-up must take place at a destination accessible to a car transporter.
- For a vehicle recovery (skate) transportation task, the car must be parked and must be at a destination where the car can be pulled up onto the car transporter.
- At the destination, it must be legal for the car transporter to park, without otherwise inconveniencing traffic. During loading, supervision for our driver is required.

On collection, our driver visually inspects the car – used cars are not, however, inspected for damage.

## 1.h Delivery guidelines

The following guidelines must be followed in order for Axess Logistics A/S to deliver the car:

- The delivery must take place at a destination accessible to a car transporter.
- Unless otherwise expressly agreed in writing, the working assumption is that it will be possible to take delivery of the car between 07:00 and 17:00 hours
- At the destination, it must be legal for the car transporter to park, without otherwise inconveniencing traffic. During unloading, supervision for our driver is required.
- Any damage/shortcomings must be noted *before* delivery/receipt of the car is acknowledged
- Axess Logistics does not accept responsibility for any damage ascertained after acknowledgement of delivery/receipt.
- Outside opening hours, the car is deemed to have been delivered when parked and locked at the recipient's registered address
- For a complaint to be considered valid, any damage to cars delivered outside opening hours must be checked, recorded and photographically documented *before* the car is moved or washed

When handing over the car, an external inspection is carried out jointly with the recipient in accordance with relevant Association of European Vehicle Logistics (ECV) industry standards.

- The inspection is carried out standing up, whereby any and all damage immediately detectable with the naked eye is recorded
- The inspection lasts a maximum of 2.5 minutes and the car must not be moved until inspection, recording and photographic documentation of any damage have been carried out

## 1.I Complaints

If any damage is recorded jointly with our driver when receiving/handing over the car, the recipient must file a complaint with Axess Logistics A/S.

Any complaints relating to transportation deliveries after business hours must be submitted to Axess Logistics A/S before 12:00 noon the next weekday

Any complaints relating to transport deliveries before business hours must be submitted to Axess Logistics A/S before 12:00 noon the same day.

The complaint must include:

- A photograph of the waybill, a photograph of the full chassis number, photograph of the entire car, photograph of the location of the damage, as well as a clear photograph of the damage itself
- A brief description of the damage

Complaints must be sent to: [skader@axesslogistics.dk](mailto:skader@axesslogistics.dk)

If the complaint is accepted, Axess Logistics must approve the repair and the repair costs in advance, before any damage can be rectified. Axess Logistics A/S can at any time request an assessor's approval or vehicle assessment report of the repair – if Axess Logistics A/S wishes to make use of an alternative quote for a corresponding repair at another workshop.

The invoice is to be sent after the repair has been completed, but no later than 60 days after acceptance of the complaint and acceptance of the cost of repairing the damage. Replaced parts in connection with approved repairs are the property of Axess Logistics A/S and Axess Logistics A/S does not accept any liability for impairment.

## **2. Insurance**

Axess Logistics A/S and its business partners provide transport in accordance with the Danish CMR Act, unless otherwise agreed. Axess Logistics A/S has also taken out extended carrier liability insurance, whereby damage to goods is increased up to DKK 1 million compensation per vehicle including taxes. However, if multiple cars are transported on the car transporter, Axess Logistics' total claim for damages cannot exceed DKK 5 million including taxes. If the customer wants additional compensation, the customer must take out direct insurance cover.

Customers are advised to take out cargo/goods insurance in cases where Axess Logistics A/S' liability does not apply. Axess Logistics A/S covers damage for which Axess Logistics is responsible, and liability therefore ceases in cases where damage is caused by a third party, including but not limited to, for example: theft, traffic accident where the other party is liable, force majeure, etc.

### **3. Payment**

Full payment will be required for Axess Logistics services notwithstanding any interruptions in relation to matters pertaining to the freight payer, recipient or sender. The due date will always be shown on the invoice sent from Axess Logistics A/S.

Offsetting of receivables due from Axess Logistics is not acceptable in place of payment.

### **4. Choice of law**

Any disputes regarding Axess Logistics A/S' services shall be settled in accordance with Danish law.