DFDS Additional Transport Conditions regarding temperature-controlled logistics services



Article 1: Applicability / conditions

1 These additional transport conditions ("Conditions") applies in addition to the applicable and latest version of DFDS Logistics Terms and Conditions, which can be found at www.dfds.com/legal.

These Conditions are applicable to each and every proposal, offer ("Quotation") and/or agreement related to all services by and between DFDS Logistics [insert entity], (hereinafter referred to as: "DFDS") and its Customers related to temperature controlled logistics including temperature controlled consignments. Any deviation from these Conditions shall only apply if agreed by the Parties in writing.

1.3 Any general terms and conditions of the Customer and/or (national) industry conditions that have not been included in the (latest version of the) DFDS Logistics Terms and Conditions, these conditions and/or in the Quotation, are expressly not applicable to Quotations and/or agreements between DFDS and the Customer and are hereby expressly rejected, unless expressly agreed between the parties in writing.

Article 2: Surcharges

2.1 All rates are exclusive of surcharges. The applicable surcharges are specified in the Quotation.

Article 3: Weights per load carrier

3.1 The rates are based on consignments. Each consignment consists of a predetermined number of packaging units and/or goods per gross kilogramme to be transported from the loading address to the unloading address under the same (temperature) conditions.

The maximum number of packaging units and/or the maximum weight of the transported goods per consignment will be indicated in the Quotation. If the Customer does not comply with these maximum amounts, DFDS shall have the right to refuse to take over the consignment for transport and/or charge the Customer for the additional costs incurred.

DFDS can never be held liable for any damages arising from exceeding these maximum amounts (maximum of packaging units and/or maximum weight per consignment).

Article 4: Additional loading or unloading addresses and/or forwarding

4.1 Forwarding is defined as the situation where the transported goods are not unloaded on arrival at the unloading address, and at the Customer's request, are 'forwarded' to another unloading address (however, in the same (unloading) country) by means of a new transport order to DFDS.

DFDS is entitled to determine the route and the sequence of the loading and unloading addresses itself. Additional loading and unloading addresses for full loads or forwarding will be charged at the applicable rate as indicated in the Quotation.

- 4.2 The base rate, in case of a full truck load with an additional loading or unloading address, will always be at least the rate calculated from the loading address to the unloading address, which is furthest from the loading address. Loading and unloading must always take place on the same day. If loading and unloading, as referred to above, does not take place on the same day, the Customer will be charged for any waiting time.
- 4.3 DFDS may subcontract any and all consignments to a third party. If a consignment is fully or partially subcontracted to a third party, different rates and conditions may apply.

Article 5: Standard loading and unloading times and waiting hours

5.1 The standard loading and unloading hours per loading / unloading address, included in the transport rate, are:

- Loads up to 7.5 tonnes	: maximum of 1.0 hour;
- Loads from 7.5 up to 15 tonnes	: maximum of 1.5 hours;
- Loads ≥ 15 tonnes	: maximum of 2.0 hours.

5.2 No specific loading and/or unloading times can be assigned, unless this has been agreed in writing between the parties prior to the transport, if the Customer's goods are transported together with other consignments of DFDS' other customers.

Article 6: Transport orders and changes

6.1 The Parties' agreement for the temperature-controlled carriage of goods shall come into effect when DFDS has commenced the activities arising out of the transport order. If DFDS cannot carry out a transport order, it shall notify the Customer as soon as possible after receipt of the transport order.

The Parties' collaboration is of a non-exclusive nature. DFDS shall at all times and without explanation and/or liability have the right to refuse to carry out a transport order for the Customer.

- 6.2 Transport orders shall be provided (digitally) to DFDS by the Customer. DFDS can never be held liable and/or responsible for (losses or damages caused by) incorrect data provided by the Customer.
- 6.3 If the Customer does not provide DFDS with sufficient and/or necessary documentation and/or information relating to a transport order in due time and/or if this information and documentation is incorrect or supplied incorrectly, DFDS shall be entitled to charge 100 % of the freight rate together with all other costs and damages incurred relating to the transport order (e.g. in returning the goods in question, etc.).
- 6.4 If the Customer specifies the transport rates in the transport order, these rates shall only apply if they correspond to the quotation sent / the rates communicated by DFDS.

Article 7: Consignment note

7.1 The Customer is obliged to prepare a CMR consignment note prior to the transport. If the Customer has not prepared a CMR consignment note in advance, DFDS will draw up a consignment. The cost of the CMR consignment note will be charged to the Customer.

Article 8: Product temperature during loading and during transport

8.1 The standard loading temperatures are:

 Fresh poultry meat Fresh pork / beef / veal Slaughter waste Mechanically Separated Meat (MSM) and minced meat 	between 0° and +4° Celsius; between 0° and +7° Celsius; lower than +3° Celsius; lower than +2° Celsius
 Cheese and dairy products Fresh processed food products Unprocessed fruit & vegetables PVF Frozen products 	between + 2° and +7° Celsius; lower than +7° Celsius; as stipulated by contracting party; in accordance with the specification; between - 18° and -25° Celsius.

8.2 The cooling engines are set as standard to + 2° Celsius for fresh transport and at -18° Celsius for frozen transport. Heating or re-cooling goods on demand is not possible. If the Customer requires a different temperature setting of the cooling engines, this is only possible after joint consultation and written confirmation by DFDS. If the temperature setting is to be changed from the standard loading temperatures, DFDS may charge additional costs from the Customer. The transport temperature must be mentioned on the transport order and on the consignment note by the Customer.

Notwithstanding anything to the contrary, DFDS cannot be held liable for any damages or losses incurred as a consequence for the Customer's incorrect or insufficient information/documentation regarding the product temperature and/or the required temperature during transport.

Article 9: Check during loading and unloading

- 9.1 The Customer must always ensure proper packaging of the goods. In case of block-frozen goods, this implies that the blocks are attached to the pallets with (for example) straps.
- 9.2 Loading and unloading of the goods shall be carried out by the Customer.

In the context of the quality guarantees, DFDS must always be given the opportunity to inspect the consignment. Among others things, this means that DFDS must be given the opportunity to determine the completeness of the goods to be loaded/ transported as well as their temperature and packaging.

The measured (core) temperature must be noted on the consignment note by the Customer.

If, for whatsoever reason, it is not possible to measure the (core) temperature of the goods, DFDS (or the performing carrier, if the transport has been subcontracted) shall measure the temperature on the outside of the goods and/or the packaging and note this as such on the consignment note.

The temperature measurement carried out by DFDS (or the performing carrier, if the transport has been subcontracted) is always decisive.

If, the goods have a different (core) temperature during loading, than permitted by the legal standards and/or quality standards, DFDS shall be entitled to terminate the transport agreement, without any right of the Customer to hold DFDS liable for the (consequences of) termination.

- 9.3 Differences in weight of consignments of fresh meat of up to 0.5% compared to the weight stated on the consignment note, shall not be reported to the Customer. DFDS can never be held responsible and/or liable for such weight differences.
- 9.4 During loading and unloading, DFDS must be given access to inspect the goods and check for damages and secure any damaged goods (if necessary).

If DFDS cannot be present during loading and/or unloading and/or if during the loading and/or unloading it appears that there are deviations compared to the data mentioned on the consignment note and/or the transport order and/or Quotation and/or transport agreement, this shall be recorded on the consignment note.

- 9.5 If the consignment consists of hanging meat, the loading and/or unloading address must use an upper running rail system that connects to the rails in the loading area of the trailer.
- 9.6 If the Customer requests to have a trailer sealed in connection with Food Defence or for any other reason, the Customer must inform DFDS accordingly in advance, which may result in DFDS charging additional costs. The confirmation of the sealing must be made by the Customer in the presence of DFDS (or the performing carrier, if the transport has been subcontracted), and must be recorded on the consignment note with the number of the seal. The burden of proof regarding the sealing of a trailer will always rest with the Customer. The lead seal must be of good quality (e.g. made of steel) and must be removable with pliers.
- 9.7 For the avoidance of doubt, upon transfer of the load by the Customer and/or its business relations, DFDS and/or a subcontractor engaged by DFDS, must be given the opportunity to determine the completeness and temperature of the goods to be loaded/transported. If and in so far DFDS is and/or cannot be given the opportunity to carry out the necessary inspections, DFDS shall never be held liable for any damage with regard to the condition of the loaded goods as well as the hygiene in the trailer or damage caused by incorrect loading of the loaded goods. If and to the extent DFDS would be held liable, the Customer shall indemnify DFDS for the possible costs thereof.

Article 10: Deviating and mixed loading

- 10.1 If, due to quality guidelines or a (risk of) strong odour transfer, it is not possible to transport a consignment together with other consignments in one loading space then, irrespective of the number of pallets of the relevant consignment, the consignment note of a full truck load (FTL) will be charged to the Customer. This is entirely at the discretion of DFDS. In addition, cleaning costs can be charged.
- 10.2 DFDS performs groupage transports and therefore transports, in accordance with the procedures determined by DFDS, various types of goods in one loading space. DFDS can never be held responsible and/or liable if it turns out that the goods should not have been

transported together, due to their own or different interpretation of guidelines and/or other reasons.

Article 11: Customs

11.1 The Customer is responsible for providing all necessary documents, licenses, permits and certificates, including (but not limited to) import and export documents, health certificates and sales invoices.

This article 11 only applies in case the Customer doesn't purchase the customs services from DFDS.

11.2 The Customer shall provide all necessary documents, information and data in a timely manner and shall promptly respond to any questions from DFDS.

The Customer guarantees the accuracy and completeness of the information provided including that the goods are not subject to any prohibitions, restrictions, sanctions or protected trade rights.

- 11.3 The Customer shall, on his own initiative, notify DFDS of any special circumstances. Unless otherwise informed, DFDS will assume that no binding information exists in relation to tariffs or origin.
- 11.4 The Customer (and the consignee in accordance with the consignment note) is/are responsible for the clearance of customs documents. DFDS is by no means, legally or financially, a party in respect of the foregoing.

The Customer shall indemnify DFDS against (potential) third party claims relating to the customs documents as intended in this article 11.

T-1 goods can only be transported if agreed in writing in advance. The waiting times for activities at the customs office will be charged to the customer. Potential additional customsand other costs shall always be borne by the Customer.

11.5 DFDS' responsibility in respect of customs formalities shall always be limited to carrying out the actual work in accordance with the instructions given by the Customer. DFDS shall never be responsible for any legal and/or fiscal result of such work (e.g., clearance or settlement) and/or be liable for the absence thereof. The Customer must ensure the follow-up of the customs clearance.

Article 12: Liabilities

- 12.1 The Customer shall indemnify and hold DFDS harmless for any liabilities, losses, fees, fines, penalties, third party claims (including claims from customs and excise authorities) additional work and costs, including legal fees, (together "Liabilities") arising:
 - i. as a consequence of DFDS acting in accordance with the Customer's instructions,
 - ii. from a breach by the Customer of the Transport Agreement, or
 - iii. where DFDS has undertaken, on behalf of the Customer, to issue a transit document from any delay or failure by the carrier of the goods or the transit receiver resulting in the transit document not being cleared correctly and in due time regardless of the reason.

The above means, among other things, that DFDS can never be held liable for damage resulting from incorrect information and/or documents provided by a Customer (or by a third party engaged by him). The Customer will have to take out additional insurance for this himself.

- 12.2 DFDS may never be held liable for a delay in customs due to circumstances and/or events that are not the fault of DFDS and/or could not reasonably be avoided, and the consequences of which DFDS could not prevent by exercising reasonable care.
- 12.3 Any claim against DFDS relating to customs, must be notified to DFDS within 24 hours after delivery. After that period, all liability shall cease.

Article 13: Sample consignment

13.1 A sample consignment is understood as one package with a weight no more than 30 kg. to be transported. The Customer must indicate on the transport order that it concerns a sample consignment.

For sample consignments the minimum transport rate shall be charged to the Customer.

Article 14: Loading and unloading with special vehicles

14.1 DFDS' trailers are not equipped with a tail lift. If the Customer requires the consignment to be transported with a trailer equipped with a tail lift, or if the Customer has other special requirements, the Customer must indicate this in the transport order. Such special requirements have to be accepted by DFDS in writing before they can be met.

All loading- and unloading address as recorded on the consignment note must be accessible for international vehicles.

DFDS is entitled to charge additional costs for all special requirements.

Article 15: Storage and transhipment costs

15.1 All rates are including transhipment costs, unless indicated otherwise. If a shipment must be stored for a period longer than 24 hours at the request of the Customer, the storage and transhipment costs and/or costs for renting a trailer, shall be charged to the Customer in accordance with the applicable rates.

Article 16: Registration of loading and unloading addresses

16.1 The costs incurred from registration of shipments at loading or unloading address by means of an automated system, including the administrative processing thereof, shall be charged to the Customer in accordance with the applicable rates.

Article 17: Time frames loading and unloading addresses

17.1 For loading and/or unloading time frames shorter than six (6) hours, a surcharge will be charged at the rates applicable at that time.