The purpose of these general terms and conditions ("T&C") is to set out the rules of DFDS Logistics in UK's ("DFDS") engagement as logistics provider towards its customers of (i) domestic and international transports, (ii) engagement of storage assignments and (iii) any other services, of whatever nature undertaken by DFDS (collectively referred to as "Services"). In the event of any inconsistency between these T&C and the terms of the customer, these T&C shall prevail.

1. Definitions

1.1 "CIM" means the Uniform Rules Concerning the Contract for Internation Carriage of Goods by Rail.

1.2 "CMR Convention" means the Convention on the Contract for the International Carriage of Goods by Road.

1.3 "Customer" means any person, including an individual, corporation or other legal entities, for which DFDS agrees to provide Services.

1.4 "DFDS Group" means any company within the group which is controlled directly or indirectly by DFDS A/S.

1.5 "Gate-to-Gate" means a carriage where DFDS has agreed to undertake sea carriage of the goods together with any incidental terminal handling in the port of loading and/or the port of discharge.

1.6 "General Agreement" means these T&C without the Appendices.


1.8 "Maritime Code" means the Danish, Finnish, Norwegian or Swedish Maritime Code (collectively referred to as "the Codes").

1.9 "Merchant" includes the shipper, receiver, consignor, consignee, the customer and holder of any document evidencing the carriage and the owner or other person having a legal interest in the goods and anyone acting on behalf of any of the above-mentioned persons.

1.10 "Multimodal Transport" means the carriage of goods by at least two different modes of transport (road, rail, sea) where (if applicable) the goods are unloaded from the vehicle during the sea or rail transport.

1.11 "NSFCC" means DFDS’ North Sea Freight Conditions of Carriage (Appendix A), which incorporates the Hague-Visby rules and the Codes, as well as NSOCC Green Card (Appendix B).

1.12 "Port-to-Port" means a carriage where DFDS has agreed to undertake sea carriage of the goods tackle to tackle only.

1.13 "SDR" means Special Drawing Right as defined by the International Monetary Fund.

1.14 "UKWA" means United Kingdom Warehousing Association contract conditions for logistics, 2014 (Appendix C), as amended from time to time.

2. Structure of the T&C

2.1 DFDS offers various services. Therefore and for easier reference the T&C are divided into the following sections:

- Section A: General conditions
- Section B: Special conditions

2.2 Section B includes the following clauses, which specifically apply to:

- Road transports (clause 14)
- Sea transports and multimodal transports (clause 15)
- Rail transports (clause 16)
- Storage assignments (clause 17)
- Other Services (clause 18)
- Appendices

A. GENERAL CONDITIONS

3. Scope of application

3.1 The provisions set out and referred to in these T&C shall apply to every specific contract and order concluded with DFDS for the performance of Services as undertaken by DFDS, whether evidenced by the issue of a document or not.

3.2 For the avoidance of doubt, where any provision of these T&C contravenes or is inconsistent with any provisions of the CMR Convention, the Hague-Visby rules, the CIM Convention, the Codes or any other compulsory law or convention, then these T&C shall supersede and take precedence to the extent legally possible. If any part of these T&C be repugnant to compulsory legislation to any extent, such part shall as regards such business, be overridden to that extent and no further, and these T&C shall be read as subject to such legislation.

In the event of any inconsistency between the different parts of these T&C the following shall apply:

- The General Agreement shall prevail over the Appendices.
- Section 5 of the General Agreement shall prevail over section B.

3.3 Any rights of DFDS under these T&C are in addition to and shall not in any way limit or reduce any right of DFDS under any applicable law or convention.

4. Compliance

4.1 Each party is responsible for and warrants its compliance with all applicable laws, conventions, rules and regulations, including but not limited to the government regulations of any country to from or through which the goods may be carried, handled or stored.

4.2 For the purposes of customs clearance or other formalities, which have to be completed before delivery of the goods, the Customer shall attach the necessary documents to the relevant transport document or place them at the disposal of DFDS and shall furnish DFDS with all the information, which DFDS requires. DFDS has no duty to inquire into the accuracy or the adequacy of such documents and information.

4.3 The Customer is responsible for obtaining any necessary export and/or import licenses or permits and any other licenses and permits as may be required in respect of the goods.

5. Insurance

5.1 No insurance on the goods (Cargo, “All Risks”) will be effected except upon express instructions given in writing by the Customer and accepted in writing by DFDS, and all insurances effected by DFDS in respect of the goods are effected as agents and for the account of the Customer and does not form part of this contract (valid from 1 September 2016 (Paragraph headings are for ease of reference only and do not form part of this contract) valid from 1 September 2016)

6. Quotations and payments for Services

6.2 The purpose of customs clearance or other formalities, which have to be completed before delivery of the goods, the Customer shall attach the necessary documents to the relevant transport document or place them at the disposal of DFDS and shall furnish DFDS with all the information, which DFDS requires. DFDS has no duty to inquire into the accuracy or the adequacy of such documents and information.

6.3 The Customer is responsible for obtaining any necessary export and/or import licenses or permits and any other licenses and permits as may be required in respect of the goods.

6.4 If the goods have not been delivered for transport, or if an impediment not caused by DFDS arises, DFDS is entitled to the agreed charges less any savings and/or to compensation for extra costs entailed thereby.

6.5 Even if DFDS has given the Customer the right to defer payment until the arrival of the goods at destination, the Customer has nevertheless a duty, when so requested, to pay DFDS what is due, if, due to circumstances beyond DFDS’ reasonable control, the contract cannot be performed as agreed.

6.6 DFDS has the right to special payment for work rendered which is clearly necessary in addition to what has been explicitly agreed upon. The payment for such work is determined in accordance with the same principles as those applying to the Services under the specific contract.

7. Terms of payment and set-off

7.1 Payment for Services rendered shall be received on DFDS’ bank account no later than the due date of the invoice.

7.2 Overdue amounts will be subject to late payment interests at the rate of 2% per month. DFDS is also entitled to full compensation of all costs and damages incurred as a consequence of non-payment or late-payment for the Services rendered.

7.3 Without prejudice to any other rights or remedies, if payment is not received on time, the Customer must accept to transfer to a direct debit agreement if requested to do so by DFDS.

7.4 The Customer must notify DFDS of any objections to an invoice within 8 days of the invoice date. Disputes regarding an invoice shall on no account release the Customer from its obligation to pay on time.

7.5 Should the Customer have a claim against DFDS and/or DFDS Group, DFDS may at any time set off all amounts which may be payable by the Customer to DFDS, in the Customer’s claim against DFDS and/or DFDS Group, whether or not arising under these T&C’s or a specific order or other contracts with DFDS and/or DFDS Group.

8. Lien

8.1 Notwithstanding any provisions to the opposite of the CMR Convention, the Hague-Visby rules, the CIM Convention and the UKWA, DFDS shall have a particular and a general lien on the goods and any documents relating thereto for all sums of whatsoever kind and nature due at any time to DFDS and/or DFDS Group from the Customer/Merchant in respect of such goods as well as for all other amounts due from the Customer/Merchant under other contracts or in tort, including general average contributions, remuneration and warehousing charges and all costs and expenses of whatever nature related to the exercising of the lien.

8.2 Should the goods be lost or destroyed, DFDS has similar rights in respect of compensation payable by insurance companies, carriers or others.
8.3 Should the amount due to DFDS/DFDS Group not be paid, DFDS has the right to arrange the sale, in a satisfactory manner, of as much of the goods as may be necessary to recoup the total amount due, including any expenses incurred. DFDS shall, if possible, inform the Customer/Merchant in writing and shall not proceed with the sale of the goods without an absolute necessity to do so.

Such lien and liability shall remain notwithstanding the goods have been unloaded, stored or otherwise dealt with. If on the sale of the goods the amount due fails to realise the amount due, DFDS and/or DFDS Group shall be entitled to recover the difference from any of the parties included in the term Merchant.

9 Liability and time-bar

9.1 Liability of DFDS

Notwithstanding anything else contained in these T&C, DFDS does not under any circumstances whatsoever and howsoever arising accept liability towards its Customer or any third party for any loss of profit, loss of use, loss of revenue, loss of contracts, loss of business, loss of goodwill, increased costs and expenses, wasted expenditure, whether direct, indirect and whether foreseeable or not.

9.1.2 DFDS’ liability is further set out in section B below, which also contains limitations of liability.

9.1.3 DFDS shall have no compensation of any claim, not specifically limited or mentioned in section B, including but not limited to any claim of the Customer regarding delay in collection of the goods, misdelivery and delivery of the wrong goods, shall not exceed (i) the amount payable by DFDS had the goods in question been delayed, lost or damaged during transportation or (ii) SDR 50,000 per specific order, whichever is the lesser.

9.1.4 DFDS assumes product liability in accordance with applicable mandatory legislation. Any other product liability howsoever caused is excluded.

9.1.5 Subject to mandatory law, these T&C apply equally to the persons that provide services for DFDS in order to perform the contract as to DFDS itself, irrespective of the (i) indirect and (ii) such indirect liabilities for the Customer’s claims against DFDS and such other persons. The aggregate liability of DFDS and such other persons is limited to the amount that applies to DFDS’ liability under these T&C.

9.2 Liability and obligations of the Customer

9.2.1 The Customer has a duty to hold DFDS harmless for damage or loss incurred by DFDS owing to the fact that:

(a) The particulars concerning the goods are incorrect, unclear or incomplete;

(b) The goods are incorrectly packed, marked or declared, or incorrectly loaded or stowed by the Customer;

(c) The goods have such harmful properties as could not have been reasonably foreseen by DFDS;

(d) Due to errors or omissions by the Customer, DFDS is obliged to pay duty or official taxes or fines and penalties, or to provide security or incur other costs, charges and fees;

(e) The documents and/or information mentioned in clause 4.2 are absent, inadequate or irregular, regardless whether or not this is due to any errors or omissions by the Customer.

9.2.2 It is the Customer’s obligation to load, secure and unload the goods.

9.2.3 The Customer shall be liable for damage to and loss of DFDS’ equipment, such as not but limited to tractor units, trailers, containers etc., and other property, or injury to or death of any person caused by the negligence, fault or willful act of the Customer or any of its employees, servants or agents.

9.2.4 DFDS is liable to pay compensation for any damage to goods and property of a third party, the Customer shall indemnify DFDS for any part of such compensation, which is not proven to be caused by the negligence or fault of DFDS. Failure to indemnify DFDS shall result in DFDS not being liable for any such compensation that DFDS would not have been obliged to pay if these T&C were not in force.

9.2.5 If DFDS is liable to pay compensation for any damage to goods and property of a third party, the Customer shall indemnify DFDS for any part of such compensation, which is not proven to be caused by the negligence or fault of DFDS. Failure to indemnify DFDS shall result in DFDS not being liable for any such compensation that DFDS would not have been obliged to pay if these T&C were not in force.

9.2.6 Should DFDS or any of its employees, servants or agents become liable in connection with carriage of the Customer’s goods by sea, to pay general average contribution to the shipowner or the carrier, or become exposed to general average claims or demands from third parties, the Customer shall hold DFDS harmless.

9.3 Time-bar

9.3.1 Unless otherwise stipulated in Section B, any notice of claims shall be given to DFDS without undue delay and legal proceedings against DFDS shall be commenced within a period of 9 months otherwise the right to claim will have become lost. The time limit runs:

(a) upon damage to goods from the day upon which the goods were delivered to the consignee;

(b) upon damage to goods from the day at which the goods should have been delivered or on which the delay, total loss or other loss could at the earliest have been detected by the Customer, whichever is the earliest;

(c) in all other cases from the time at which on which the claim is based could at the earliest have been noticed.

10 Force majeure

10.1 DFDS shall not be liable for any failure to perform any Services under any specific order where and to the extent performance is prevented or delayed by any circumstances and/or event, which DFDS could not reasonably avoid and the consequences of which DFDS was unable to prevent by the exercise of reasonable diligence (Force Majeure Event). DFDS is not required to perform any of its obligations which are prevented or delayed by a Force Majeure Event for as long as such Force Majeure Event continues and leaves DFDS unable, using all reasonable efforts, to recommence its performance.

10.2 DFDS shall notify the Customer without undue delay and latest within 10 working days following the commencement of the Force Majeure Event setting out the nature and extent of the Force Majeure Event.

11 Sub-contracting

11.1 DFDS shall be entitled to sub-contract the whole or any part of the Services and, to avoid any doubt, any and all duties whatsoever undertaken by DFDS.

12 Governing law and dispute resolution

12.1 These T&C and all contracts and specific orders entered into between DFDS and the Customer shall be governed by the laws of England and the jurisdiction of the courts of London shall, to the fullest extent possible, remain applicable to any dispute arising from any such agreements between DFDS and the Customer shall endeavour to settle any dispute amicably, and if necessary by mediation so agreed by the parties. If the dispute cannot be so solved amicably by mediation and legal proceedings are deemed necessary, the dispute shall be subject to the exclusive jurisdiction of the English High Court.

13 Miscellaneous

13.1 If any provision of these T&C shall be found to be unenforceable but would be valid if any part of it were deleted or modified, the provision shall apply with such modifications as may be necessary to make it valid and effective.

13.2 In the event that the Customer breaches any provisions of these T&C, DFDS shall be entitled to suspend or terminate forthwith any contract or specific order with the Customer. This is entirely without prejudice to DFDS’ rights to seek further recourse, remedies or compensation from or against the Customer.

13.3 DFDS may at any time transfer its rights and obligations or legal relationship with the Customer to any company belonging to DFDS’ Group. In such an event, the Customer undertakes to co-operate to the extent necessary to effect such transfer expeditiously. The rights and obligations of the Customer may not be assigned, transferred or encumbered without the prior written consent of DFDS.

B SPECIAL CONDITIONS

14 Road transports

14.1 National road transports within UK and road transports between UK and Ireland

14.1.1 In case DFDS undertakes national road transports within UK, including transports between UK and Ireland, or performs such national road transports as part of a logistic service, the CMR Convention shall be applicable in addition to this General Agreement.

14.1.2 Notwithstanding the clause above in 14.1.1, the following conditions shall apply in addition to the CMR Convention and in case of conflict or ambiguity between the below provisions and the provisions in the CMR Convention, the provisions below in clause 14.1.3-14.1.4 shall prevail:

14.1.3 Limitation of liability

• DFDS shall only be liable for loss or damage to the extent that the Customer proves such loss or damage is occasioned during transit and is proved to be due to the negligence of DFDS.

• DFDS shall be liable for loss of or damage to living creatures, bullion, money, securities, stamps, precious metals or precious stones only if (i) DFDS has specifically agreed in writing to carry any such item and (ii) the customer has agreed in writing to reimburse DFDS in respect of all additional costs which result from the carriage of the said items.

• For loss of or damage to the goods DFDS’ liability is limited to the lesser of

(a) the value of the goods actually lost or damaged; or

(b) the cost repairing any damage or reconditioning the goods; or

(c) a sum calculated at the rate of £ 1, 300 Sterling per tonne on the gross weight of the cargo described.

• DFDS shall in no circumstances whatsoever and howsoever arising be liable for loss or damage caused by delay. Without prejudice to the foregoing, if DFDS should nevertheless be held legally liable for any such delay or damage caused by delay, the Customer's liability shall be limited to (i) the amount of the carriage charges in respect of the delayed goods or (ii) the amount of the claimant’s proved loss, whichever is the lesser.

14.1.4 Time limits for claims and legal proceedings

• Notice of claim concerning damage to or loss of the goods shall be given in writing to DFDS without undue delay and at the latest within 7 days and the claim shall be made within 14 days, from the day upon which the goods were or should have been delivered. In case of apparent depreciation or damage, notice should be given immediately upon receipt of the goods. If such notice of claim has not been given, the Customer has lost his right to claim. Notice of claim concerning loss or delay of goods shall be given in writing within 28 days and the claim shall be made within 42 days from the day upon which the goods were or should have been delivered. If such notice of claim has not been given, the Customer has lost his right to claim.

• Legal proceedings against DFDS shall be commenced and a notice in writing thereof given to DFDS within a period of 1 year, otherwise the right to claim in any event will be lost.

14.2 International road transports and national road transports outside UK

14.2.1 In case DFDS undertakes international road transports (exempt transports between UK and Ireland and national road transports outside UK, the CMR Convention shall be applicable in addition to this General Agreement)

14.2.2 The Customer shall give particular attention to the following clauses in the CMR Convention:

For loss of or damage to the goods DFDS’ liability is limited to 8.33 SDR per kg gross weight of the part of the goods which has been lost or damaged (art. 23.3).
15.1 North Sea Freight Conditions of Carriage

15.1.1 In case DFDS undertakes sea carriage of the goods from Port-to-Port or Gate-to-Gate or in respect of Multimodal Transport or if DFDS performs such sea carriages or Multimodal Transports as part of a logistic service, NSFCC and NSOCC Green Card (cf. Appendix A and B), shall be applicable in addition to this General Agreement.

15.1.2 Sea transports

15.1.2.1 The Customer shall pay particular attention to the following clauses in NSFCC:

- Liability for loss of or damage to the goods is limited to 2 SDR per kilo gross weight of the goods lost or damaged (cf. cl. 13.1 and 16.4).
- DFDS shall in no circumstances whatsoever and however arising be liable for direct, indirect or consequential loss or damage caused by sea transports. Without prejudice to the foregoing, if DFDS should nevertheless be held legally liable for any such delay, DFDS' liability shall be limited to the freight for the transport or to the value of the goods (as determined in cl. 16), whichever is the lower (cl. 14.2).
- If loss or damage to the goods is apparent then notice of loss or damage to the goods and the general nature of it must be given in writing to DFDS at the place of delivery before or at the time of the removal of the goods into the custody of the person entitled to take delivery thereof, or, if the loss or damage is not apparent, within 3 consecutive days thereafter, failing which the removal of the goods into the custody of the person entitled to delivery thereof shall be prima facie evidence of the delivery by DFDS of the goods in the same condition as received by DFDS (cl. 12).
- All liability whatsoever of DFDS shall cease unless suit is brought within 12 months after delivery of the goods or the date when the goods were last been delivered (cl. 12 b).

15.1.3 Multimodal Transports

15.1.3.1 Where the stage of the carriage during which the loss occurred is not known, particular attention is drawn to the following clauses in NSFCC:

- Liability for loss of or damage to the goods is limited to 2 SDR per kilo gross weight of the goods lost or damaged (cl. 16.5).
- DFDS shall in no circumstances whatsoever and however arising be liable for direct, indirect or consequential loss or damage caused by sea transports. Without prejudice to the foregoing, if DFDS should nevertheless be held legally liable for any such delay, DFDS' liability shall be limited to the freight for the transport or to the value of the goods (as determined in cl. 16), whichever is the lower (cl. 14.2).
- If loss or damage to the goods is apparent then notice of loss of or damage to the goods and the general nature of it must be given in writing to DFDS at the place of delivery before or at the time of the removal of the goods into the custody of the person entitled to take delivery thereof, or, if the loss or damage is not apparent, within 3 consecutive days thereafter, failing which the removal of the goods into the custody of the person entitled to delivery thereof shall be prima facie evidence of the delivery by DFDS of the goods in the same condition as received by DFDS (cl. 12).
- All liability whatsoever of DFDS shall cease unless suit is brought within 12 months after delivery of the goods or the date when the goods were last been delivered (cl. 12 a).

15.1.3.2 Where the stage of the carriage during which the loss occurred is known, particular attention is drawn to the following clause in NSFCC:

- Liability for loss of or damage to the goods is limited to 2 SDR per kilo gross weight of the goods lost or damaged (cl. 16.5).
- DFDS shall in no circumstances whatsoever and however arising be liable for direct, indirect or consequential loss or damage caused by sea transports. Without prejudice to the foregoing, if DFDS should nevertheless be held legally liable for any such delay, DFDS' liability shall be limited to the freight for the transport or to the value of the goods (as determined in cl. 16), whichever is the lower (cl. 14.2).
- If loss or damage to the goods is apparent then notice of loss of or damage to the goods and the general nature of it must be given in writing to DFDS at the place of delivery before or at the time of the removal of the goods into the custody of the person entitled to take delivery thereof, or, if the loss or damage is not apparent, within 3 consecutive days thereafter, failing which the removal of the goods into the custody of the person entitled to delivery thereof shall be prima facie evidence of the delivery by DFDS of the goods in the same condition as received by DFDS (cl. 12).
- All liability whatsoever of DFDS shall cease unless suit is brought within 12 months after delivery of the goods or the date when the goods were last been delivered (cl. 12 a).

16 Rail transports

16.1 CIM Convention

16.1.1 In case DFDS undertakes an international transport carried out only by rail (unimodal transport), the CIM Convention shall be applicable in an amendment. For national rail transports, the CIM Convention only applies to the extent permitted by national law. The Customer shall pay attention to the following clauses in the CIM Convention:

- For loss of or damage to the goods DFDS' liability is limited to 17 SDR per kg gross weight of the part of the goods which has been lost or damaged (art. 30 and 32).
- Compensation for delay shall never exceed four times the amount of the freight for the transport or in no event more than what would have been paid if the goods were lost.
- Acceptance of the goods by the person entitled shall extinguish all rights of action against DFDS arising from the contract of carriage. Nevertheless, the right of action shall not be extinguished in case of loss or damage which is not apparent, provided that the Customer gives notice immediately after discovery of the loss or damage and not later than 7 days after acceptance of the goods. In case of delay the Customer has to give notice of the late delivery within 60 days. (art. 47)
- Legal proceedings against DFDS shall be commenced within a period of 1 year, otherwise the right to claim will have become time-barred (art. 48).