Introduction
The purpose of these general terms and conditions ("T&C") is to set out the rules of DFDS Logistics ("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 whatsoever 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 International 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 that 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 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 of the goods and any person having a legitimate 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 to tackle only.
1.13 "SDR" means Special Drawing Right as defined by the International Monetary Fund.

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 (clauses 3-13)
- Section B: Special conditions (clauses 14-18)

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 any way whatever to the contrary.
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.
3.3 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 A of the General Agreement shall prevail over section B.
- Any rights of DFDS under these T&C are in addition to and shall not in any way whatever 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 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 either the accuracy or the adequacy of such documents and information.

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 for the Customer and DFDS Group assumes no liability whatsoever for such insurance.

6 Quotations and payments for Services
6.1 DFDS' quotation is based on information of the goods supplied by the Customer to DFDS, or else on circumstances that are deemed by DFDS as normal for the intended contract. If the circumstances do not indicate otherwise, DFDS should be able to assume that the goods, which have been handed over to DFDS are of such a nature and such a relation between weight and volume as is normal for the type of goods in question.

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 interest 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 first payment for the Services rendered. DFDS may at any time set off all amounts which may be payable by the Customer to DFDS, or else on circumstances that are deemed by DFDS as normal for the intended contract. If the circumstances do not indicate otherwise, DFDS should be able to assume that the goods, which have been handed over to DFDS are of such a nature and such a relation between weight and volume as is normal for the type of goods in question.
7.5 Should the Customer have a claim against DFDS and/or DFDS Group, the Customer/Merchant under other contracts or in tort, including general average contributions, remuneration and waiving of costs, damages and costs and expenses of whatever nature related to the exercising of the lien.

8 Lien
8.1 Notwithstanding any provisions to the opposite of the CMR Convention, the Hague-Visby rules and the CIM Convention, 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 waiving of costs, damages and 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.
9 Liability and time-bar

9.1 Liability of DFDS

9.1.1 Notwithstanding anything else contained in these T&C, DFDS does not under any circumstances whatsoever and howsoever arisen accept liability for any damage to the property of the 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 or 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’ liability to pay compensation of any claim, not specifically limited or mentioned in section B, including but not limited to any claim 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 transport or (ii) SDR 50,000 per specific order, whichever is the lesser. This limitation shall apply whether DFDS is liable in contract or tort.

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 and entities, if any, authorized by DFDS or the Customer or any third party to perform such sea carriages or Multimodal Transports on behalf of the Customer.

9.2 Liability and obligations of the Customer

9.2.1 The Customer shall be liable for damages caused by the negligence, fault or breach of any of its employees, servants or agents.

9.2.2 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 duties, 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.

9.2.3 It is the customer’s obligation to load, secure and unload the goods.

9.2.4 The Customer shall be liable for damage to and loss of DFDS’ equipment, such as but not 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.

9.2.5 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 not proven to be caused by the negligence or fault of DFDS. Further, the Customer shall indemnify DFDS for any part of such compensation that DFDS would not have been obliged to pay if the T&C could be asserted against such third party.

9.2.6 Should DFDS in its capacity as charterer or shipper 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 period runs:

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

b) upon delay, loss of the whole consignment or other kind of loss from the time at which the goods should have been delivered or on which the delay, total loss or other loss could at the earliest have been noticed whichever is the earliest; and

c) in all other cases from the time at which the cause 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 or control. Such circumstances 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 by the occurrence of a Force Majeure Event for as long as such Force Majeure Event continues and leaves DFDS unable, using 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 the principal place of business of the contracting DFDS entity.

12.2 DFDS and the Customer shall endeavour to settle any dispute amicably, and if necessary by mediation if so agreed by the parties. If the dispute cannot be solved amicably or by mediation and legal proceedings are deemed necessary, the dispute shall be referred to the competent court at the principal place of business of the contracting DFDS entity.

13 Miscellaneous

13.1 If any provision of these T&C shall be found to be unenforceable but would be valid if 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 of these T&C, DFDS shall be entitled to suspend or terminate forthwith any contract or specific order with the Customer in respect of which such prejudice to DFDS’ rights to seek further recourse, remedies or compensation from or against the Customer.

13.3 DFDS may 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 CMR Convention

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

14.1.2 The Customer shall provide particular attention to the following clauses in the CMR Convention:

• For loss of or damage to the goods DFDS’ liability is limited to $3.33 SDR per kg gross weight of the part of the goods which has been lost or damaged (art. 23.3).

• Compensation for delay in pick-up, carriage or delivery shall never exceed the amount of the freight (art. 23.5).

• If the Customer takes delivery of the goods without duly checking their condition with DFDS or without sending DFDS reservations giving a general indication of the loss or damage, not later than the time of delivery in the case of apparent loss or damage and within 7 days of delivery in the case of loss or damage which is not apparent, the fact of this taking delivery shall be prima facie evidence that the Customer has received the goods in the condition described in the consignment note. Furthermore, no compensation shall be due for delay in delivery if the carrier has been in writing to DFDS within 21 days from the time that the goods were placed at the disposal of the Customer (art. 30).

• Any legal proceedings against DFDS shall be commenced within a period of 1 year; otherwise the right to claim will have become time-barred (art. 32).

14.2 DFDS has the right to issue the transport document.

15 Sea transports and Multimodal Transports

15.1 North Sea Freight Connections

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.

15.2 Sea transports

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

• Liability for loss of or damage to the goods is limited to 667 SDR per package or unit or 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 delay for 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 (cf. 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 where such delivery to 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 take delivery thereof shall be prima facie evidence of the delivery by DFDS of the goods in the same condition as received by DFDS (cf. 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 should have been delivered (cf. cl. 12 b).

15.1.3 Multimodal Transports
17.1.2 Storage in connection with sea transports and multimodal transports

17.2 Other storage

17.2.1 If the Customer wants DFDS to store the goods unrelated to any transport or following the expiry of the in-transit storage (clause 17.1 above), DFDS’ liability for other storage assignments, including but not limited to storage assignments during a storage period unrelated to any transport or following the expiry of the in-transit storage, shall be limited to DFDS’ negligent acts or omissions and shall not exceed 2 SDR per kg gross weight of the part of the goods which has been delayed, lost or damaged at 50,000 SDR per specific order, whichever is the lesser.

17.2.2 Notwithstanding the above clause 17.2.1, DFDS’ liability in relation to all customers limited to SDR 500,000 with regard to damages occurring on one or the same occasion.

17.2.3 Obligations of DFDS

• DFDS shall check and issue receipts for whole packages of goods received, without any liability, however, for the content of the packages and invisible damage.

• If the Customer has not left any special instructions with regard to the storage of the goods, DFDS may freely choose between various storage possibilities, provided that DFDS exercises due diligence in so doing.

17.2.4 Obligations of the Customer

• If goods in store, by reason of their nature, are deemed to be a danger to property or persons, the Customer has a duty to remove the goods immediately.

• The Customer shall inform DFDS at the latest at the time of delivery of the address to which notice concerning the goods shall be sent and at which instructions shall be received, and inform DFDS immediately of any changes thereof.

18 Other Services

18.1 In case DFDS undertakes the performance of other Services, such as but not limited to, logistics management, assistance with documents for export and import, collection of “cash on delivery” charges, and Excise and Import Duties, customs clearance, and other assistance concerning the payment for the goods and advice in matters of transport and distribution, DFDS shall, unless otherwise stipulated above, be limited to their negligent acts or omissions and shall not exceed (i) the amount payable by the Customer for the service to which the damage or loss relates, or (ii) SDR 50,000 per specific order, whichever is the lesser.

APPENDIX A

NSFCC

APPENDIX B

NSGCC Green Card