



## Introduction

The purpose of these terms and conditions ("T&C") is to set out the rules of engagement between DFDS Logistics ("DFDS") and a sub-contracting haulier ("the Haulier") for road transport and any related services. The Haulier's standard terms, if any, shall not apply in relation to DFDS.

### 1 Scope

- 1.1 The T&C shall be incorporated into and form an integrated and inseparable part of any agreement between DFDS and the Haulier and specific orders relating hereto (collectively referred to as "Specific Order"). All amendments to these T&C shall be agreed in writing between the parties.
- 1.2 The provisions of the CMR Convention shall apply to all Specific Order as a matter of contract between DFDS and the Haulier. This applies regardless of the nature of the Specific Order, i.e. whether the Specific Order concerns a contract of carriage or other related services.
- 1.3 For the avoidance of doubt, the Haulier is an independent contractor who is used by DFDS solely on that basis. Therefore, nothing in these T&C or a Specific Order shall be deemed to create any partnership or agency relationship between the parties, and the Haulier, whether a sole trader or otherwise, is not in any way to be deemed an employee of DFDS.
- 1.4 DFDS does not guarantee any value, volume or frequency of the use of the Haulier's services.
- 1.5 DFDS uses a system named "Truckcom" for communication with the driver and to track and trace the shipments (see clause 11). The truck/driver must have a mobile phone (smartphone) and utilize the system in accordance with DFDS' instructions.

### 2 Liability

- 2.1 Notwithstanding anything else contained in these T&C and/or a Specific Order, DFDS shall not be liable for any loss of profit, loss of use, loss of revenue, loss of contracts, loss of business, wasted expenditure or for any special, indirect or consequential losses.
- 2.2 In the event that the Haulier breaches any provisions of these T&C and/or a Specific Order, DFDS shall be entitled to suspend or terminate forthwith the use of the Haulier. This is entirely without prejudice to DFDS' other rights to seek further recourse, remedies, including but not limited to the right to withhold payment, or compensation from or against the Haulier in accordance with the CMR convention and other applicable legislation.

### 3 Insurance and operating licenses

- 3.1 Prior to the commencement of the execution of a Specific Order, the Haulier shall have in place necessary operating licenses and appropriate insurances with reputable insurers, with a rating of no less than A- from a licensed rating agency, and such insurances shall include the following:
  - All-Risks Insurance cover in respect of trailers and containers of whatever nature, including any additional equipment (together "Equipment"), provided by or via DFDS and utilised in the course of the relationship between the Haulier and DFDS, including insurance for any additional costs, such as legal fees and salvage and recovery expenses; with a minimum standard cover equal to at least £50,000 in respect of any one incident of loss or damage to the Equipment.
  - Comprehensive Motor Insurance cover, which includes All-Risks cover for loss of or damage to the Haulier's vehicles and liabilities to third party property and persons in respect of all of the Haulier's vehicles and trailers, whether owned or not with such coverage and on such terms and limits as mandated by law, or in the absence of a mandatory requirement, with such coverage, terms and limits as are industry practice in each jurisdiction;
  - Worker's Compensation and/or Employer's Liability Insurance, with such coverage and on such terms and limits as apply in each jurisdiction;
  - Comprehensive General/Public Liability Insurance; with a minimum standard cover equal to Euro 1 (one) Mio. per occurrence;
  - Goods in Transit Liability Insurance/Carrier's Liability Insurance; providing indemnity subject to the CMR Convention with a minimum cover per incident equal to £250,000, in respect of any one loss, damage or delay for which the Haulier is liable; and
  - Any necessary Operators Licence or Statutory Certification or other mandatory insurances required to carry out any Specific Order.
- 3.2 Upon request from DFDS and in case of any material changes to the Haulier's insurances, Operating Licenses or Statutory Certificates, copies of all of the above documents and insurance policies must be provided to DFDS.
- 3.3 The coverage, terms and sum limits of the Haulier's insurances shall not act as a limit of the Haulier's possible liability under any Specific Order or towards any third party.

### 4 CMR notes

- 4.1 The Haulier shall make sure that the drivers return the signed scanned and original CMR note/proof of delivery to DFDS within 3 days after delivery/completion of the assignment (see clause 7.3).

### 5 Lien

- 5.1 The Haulier shall not under any circumstances attempt to exercise a lien, or any like process, over any goods or Equipment of whatsoever nature, which have come into the Haulier's possession directly or indirectly through DFDS.

### 6 No subcontracting

- 6.1 The Haulier shall not under any circumstances be entitled to subcontract any part of a Specific Order to a third party.

### 7 Compliance

- 7.1 The Haulier shall at all times comply with all instructions given by DFDS, site regulations and all DFDS Policies, including DFDS' Supplier Code of Conduct, which you can find here: [http://www.dfdsgroup.com/About/Responsibility/Documents/DFDS\\_Supplier\\_Code\\_of\\_Conduct\\_SCoC.PDF](http://www.dfdsgroup.com/About/Responsibility/Documents/DFDS_Supplier_Code_of_Conduct_SCoC.PDF)
- 7.2 The Haulier shall always strictly observe and ensure that all Specific Orders are performed in compliance with all applicable legislation. This includes but is not limited to compliance with the following rules or requirements: (i) customs clearance in respect of each transportation, (ii) import and export laws, (iii) equipment-, lashing- and securing requirements, (iv) qualifications of drivers, (v) required licences and permits, (vi) environmental requirements, (vii) cabotage rules, (viii) driving and rest hours, (ix) health and safety, (x) working hours, (xi) minimum wages and (xii) administrative obligations.
- 7.3 The Haulier shall indemnify and keep DFDS harmless of any fine, cost, loss or damage (incl. legal costs) incurred as a consequence of the Haulier's non-compliance with applicable legislation and breach of clause 4 (CMR notes) and clause 11 (processing of personal information).

### 8 Confidentiality

- 8.1 The Parties shall keep the contents of any Specific Order confidential and shall not disclose its contents to any third party save as required by applicable law or regulation. Likewise, the Haulier shall keep confidential all information regarding the type of goods, volumes, the names of senders and consignees and all other information relating to a Specific Order.

### 9 Audit

- 9.1 The Haulier shall allow DFDS and DFDS' customers at any time, on giving 7 days' notice (except in case of emergency), to conduct an audit and verify all documents, records and data to ensure adherence to the Specific Orders.

### 10 Governing law and dispute resolution

- 10.1 These T&C and any Specific Order shall be governed by the laws of the principal place of business of the contracting DFDS entity without giving effect to any choice of law or conflict of law provisions.
- 10.2 Any disputes arising out of these T&C or any Specific Order, shall be referred to the court at the principal place of business of the contracting DFDS entity. Notwithstanding this, DFDS shall be entitled to include the Haulier in proceedings to which DFDS is a party at any other venue. In addition, DFDS shall in its sole discretion be entitled to initiate proceedings at the venue of the Haulier or to initiate arbitration proceedings in Copenhagen at the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. In such case the language to be used in the arbitration proceedings shall be English.

### 11 Processing of personal information

- 11.1 DFDS may receive personal data concerning the drivers in connection with the fulfilment of any Specific Order. DFDS will treat such personal data as confidential information pursuant to applicable data protection legislation. DFDS will only process the personal information on behalf of the Haulier and act according to instructions received from the Haulier as the data controller. Upon request by DFDS, the Haulier agrees to enter into a data processing agreement provided by DFDS.
- 11.2 Before transferring any personal data to DFDS, the Haulier shall receive the data subjects' express written consent to the process/transfer. In addition, the Haulier agrees that the processing of personal information are carried out in accordance with the relevant provisions of any applicable data protection legislation and, where applicable, has been notified to the relevant authority.
- 11.3 DFDS and the Haulier shall take necessary technical and organisational security measures in order to prevent that the data are accidentally or illegally destroyed, lost or deteriorated and to prevent that unauthorised persons gain access to such data or the data are abused or processed in contravention of the provisions of applicable.