

## GENERAL CONDITIONS TK LOGISTIK

### 1. APPLICABILITY

These terms and conditions relate to assignments covering the assignments that TK Logistik AB (hereinafter referred to as TK) receives from its client

### 2. RESPONSIBILITY

All assignments are carried out in accordance with NSAB 2015, which applies with the exception of the time promise in § 7 second paragraph and in § 19B, and with the exception of insurance obligations in § 25A. Goods insurance is not included, but can be taken out with us upon written request.

TK's liability for goods is limited both in terms of amount and liability in accordance with agreements and legislation including conventions.

For groupage and full load goods within Sweden, liability is limited to SEK 150 per gross kilo of the part of the goods lost, reduced or damaged, according to the Domestic Road Transport Act. The responsibility for domestic road transport also includes damage to goods resulting from a traffic accident, fire or theft.

### 3. DEFINITIONS

*NSAB 2015* General Conditions of the Nordic Association of Freight Forwarders set forth the freight forwarder's and the customer's rights and obligations.

*CLIENT* The company who has submitted assignments to TK and, where applicable, also the person who takes his place.

*ASSIGNMENT* All TK transport, storage and information services and other services and commitments covered by or related to assignments, quotations/contracts or part thereof.

*SHIPMENT* "Shipment" means on a (1) consignment note/transport instruction occupied goods, loaded on one (1) vehicle unit from one (1) consignor in one (1) particular place to one (1)

particular place to one (1) consignee at one (1) particular location at one (1) time.

*FDV* Freight shipping weight, the highest value of real weight and volume weight is called freight pulling weight and is what the shipping is charged after.

### 4. QUOTATION

Quote is valid for acceptance for 30 days after the specified quote date, unless otherwise stated in the quote. Upon acceptance, the offer must be signed by the customer. Offered prices and other terms and conditions are valid until further notice if no fixed time has been agreed.

Offered or agreed prices apply between TK and the offered customer and may not be served on third parties. In case of any misinterpretations regarding estimated prices on the web or calculators, it is the quote submitted in writing that is valid.

### 5. COMPLAINT

Damage, reduction or loss, which is visible, shall be notified immediately upon receipt of the goods and recorded in transport documents or other documents. The note shall be certified by TK's representative. The consignee is encouraged to check, in the immediate vicinity of the receipt of goods, whether it is subject to hidden damage. Hidden damage must be reported to TK as soon as possible, but no later than seven (7) days after receipt for car transport and stored goods. Delays shall be notified as soon as possible and in accordance with the applicable legislation.

The notification shall be made via:  
<https://www.tklogistik.se/reklamation/>

### 6. VAT/CHARGES

VAT and other taxes and charges are subject to price by law.

## 7. PAYMENT TERMS

If TK has admitted payment in arrears, the payment must be received by TK no later than 10 days, unless otherwise agreed, after the invoice date.

If payment has not been received on the due date, TK reserves the right to refuse to provide additional services and to invoice reminder fee and default interest as indicated from time to time on the invoice. TK has, through written notice to the Customer, the right to reduce the number of credit days or require prepayment if TK considers that the Customer's creditworthiness has deteriorated.

## 8. CHANGES REGARDING PRICE

TK has the right at any time to immediately increase prices in the event of substantially increased costs other than TK's control, such as increased costs for fuel, state and municipal taxes, exchange rate fluctuations, new or increased tolls, etc. unless otherwise agreed.

## 9. CONTENT OF THE GOODS

Unless otherwise agreed, the goods may not contain valuables (gold, silver, gemstones, coins, banknotes or securities), weapons, ammunition, live animals, larvae, insects or the like, removal goods, unpackaged goods, alcoholic goods or cigarettes and tobacco products.

## 10. EDI

The client is responsible for ensuring that information transmitted to TK using EDI or equivalent technology is correct, complies with the goods and can be handled by TK. EDI must be received by TK no later than 10:00 on the day the shipment is picked up by TK (The transport booking must, however, be received by TK in accordance with the standard terms and conditions no later than 15.30 working day before collection) or by separate agreement. The client is responsible for errors and costs that may arise as a result of deficiencies in EDI transmitted information.

## 11. DANGEROUS GOODS AND OTHER GOODS REQUIRING SPECIAL AGREEMENT

Dangerous goods, temperature-sensitive goods, weapons, waste, valuables (e.g. art, antiques, jewels) live plants, fresh produce, tobacco and alcohol are only accepted by written agreement.

For assignments covered by adr/dgr/rid and the IMDG code (Dangerous Goods Rules), the national regulations and regulations issued are applied to each country.

The client shall inform TK in advance and at the latest in connection with the booking of such an assignment that the goods are wholly or partly covered by the Dangerous Goods Rules. In these cases, separate freight documents shall be used for dangerous goods.

The client is responsible for ensuring that the goods are declared in accordance with the regulations in the mandatory rules of each means of transport (ADR/DGR/RID/IMDG) and that each package is provided with the labeling specified in the Dangerous Goods Rules and, in the case of transport assignments, attach transport cards for each type of goods in the language of the transport concerned according to these rules.

For transport missions involving maritime transport, the declaration shall be supplemented by an indication of Marine Pollutant (MP9). For transport assignments covered by these rules, the sender will be charged a special fee. Deviations from normal transport time may occur in the case of transport assignments regarding Dangerous Goods.

TK performs storage assignments regarding Dangerous Goods only by written agreement. Special legislation applies to storage assignments of flammable and explosive goods. The client shall inform TK in advance if the storage assignment will cover in whole or in part Dangerous Goods and be responsible for detailed goods information and classification.

## 12. BOOKING

Booking (full details to carry out transport of the goods) must be made via our web solution or EDI. Manual booking can be made by e-mail or telephone for a fee. Booking must be received by TK no later than 15:30 the day before pick-up. For TK party service, a booking of transport means no guaranteed pickup the day after booked pickup. For access to web booking and operational questions please contact TK. Agreed deviation from this standard regarding the form of notification, the booking time of the booking time shall be documented in the process description (S.O.P.) for TK and the customer

## 13. PACKAGING

Goods must be packaged or disposed of in such a way as to withstand normal transport handling and cargo securing for the intended transport and not to damage other goods. It is the responsibility of the consignor to package consignments of goods and parcels taking into account their sensitivity, so that they can withstand normal transport stresses in bulking traffic, which includes terminal handling for general cargo. At the same time, the packaging must be designed so that own goods cannot cause damage to other goods during transport. TK is not liable for damage due to absence of or inadequacy in packaging or other packaging.

## 14. TRANSPORT DOCUMENTS

For each consignment, the client must mark all packages with a transport label with the following information:

- sender's name, address, zip code
- recipient's name, address, postal code and destination
- package numbers and package type
- type of goods/goods description
- goods marking and number
- gross weight and volume (incl. pallets or other cargo accessory)
- declaration of goods for the carriage of dangerous goods (ADR, IMDG)
- export documents (where applicable)

Shipment without TK transport labels/s is not accepted at pick-up. Receipt of shipment without

the correct label on terminal means a fee for the creation of valid labels and can only be done on a TK designated terminal. Written agreement is required for this type of assignment.

Each package must be marked with a unique package label. In addition to clear and accurate labelling, the marking shall be correlated with the EDI transaction. Only labels approved by TK are accepted.

In order for the labels to be legible at all stages of the logistics chain, it is important that the following are taken into account:

- Labels should be easily visible on all loose-loaded packages
- Labels should not be affixed around a corner of the package
- The labels shall not be placed under any plastic wrap unless the foil is placed blankly on top of the label.
- Do not attach straps to the label
- To ensure readability, the label must be smooth
- Some of our services place special requirements on labelling
- Labels should also be affixed to the natural top of the package.

For all types of shipments must always be sent by consignment note unless otherwise agreed.

## 15. SUBCONTRACTOR RESPONSIBILITY

If TK is responsible as a supplier, the client may direct financial claims due to damage, reduction, loss or delay only against TK and not against TK's contracted subcontractor.

## 16. INSURANCE

When damage, reduction or loss can be compensated under a separate subscribed insurance, TK responds to the eligible, according to NSAB 2015

## 17. DELAY

In domestic transport, the client is entitled to compensation when the goods are deemed to be lost if delivery has not taken place within thirty (30) days from the time when the goods should be delivered.

## 18. PRICE CALCULATION

The shipping price is calculated based on the sum of the package information in relation to the applicable price list or as specified in the contract. A shipment may consist of one or more packages. All packages in a shipment must be picked up and delivered to the same address on the same day or picked up by the customer at the same terminal. A consignment cannot cover a mass/volume greater than the load capacity of the vehicle.

Consignments of individual packages with actual weights exceeding 35 kg and/or consignment with a total freight weight exceeding 150 kg shall always be loaded onto EUR pallets or equivalent to facilitate handling with loading aids.

The shipping weight of the consignment is calculated on the basis of the gross weight of the consignment/package. For goods whose volume weight exceeds the gross weight, the consignment/package is taxed by volume weight. See conversion factor below;

- 1 CBM                280 kg
- 1 PPL                780 kg
- 1 LDM                1950 kg

The shipping price is calculated at the package level/order line level and is summed up to the total shipping weight of the shipment including any cargo accessories. In addition to actual weight, for the purpose of assessing the weight of the freight, one of the following volume data shall always be indicated for the entire consignment or at the level of the package:

- Cubic meters (CBM). The value is indicated by two decimal places accompanied by M3.
- Loading Meter (LDM). The value shall be indicated by a decimal place accompanied by LDM. To be indicated for consignments that are difficult to read and which do not allow loading on top of the goods.
- Pallet (PPL). This means non-stackable EUR pallets. The value shall be indicated by a decimal place accompanied by PPL

For difficult stowed goods which, due to the nature of the object or packaging, do not allow normal assembly with other goods or maximum utilisation of the cargo space, the freight is calculated taking into account the cargo space required by the cargo.

The shipping price is calculated on the shipping weight of the shipment raised to almost even 100 kilograms.

## 19. EXTENDED GOODS – BETWEEN 2,4m - 5,99m

For consignments containing one or more packages between 2,4 m and 5,99 m and with a single package weight less than 35 kg (actual weight) are calculated as shown below table:

Package width in CM	FDV weight per package
1-40 cm	200 kg
41-80 cm	400 kg
81-120 cm	600 kg
121-160 cm	800 kg
161-240 cm	1 000 kg

For consignments containing one or more packages between 2,4 m and 5,99 m and with individual package weights above 35 kg (actual weight) are calculated as shown in the table below:

Package width in CM	FDV weight per length meter
1-40 cm	325 kg
41-80 cm	650 kg
81-120 cm	975 kg
121-160 cm	1300 kg
161-240 cm	1950 kg

Consignment with one or more packages between 2,40 m and 5,99 m with a single package weight above 36 kg (actual weight, to be loaded onto pallets).

Shipment containing packages with length from 6.00 m regardless of weight, handled in accordance with TK Part & Full load service. The minimum freight weight is 2500 kg. Contact TK when booking to ensure the side loading ability of the vehicle.

## 20. MAX DIMENSIONS HEIGHT PALLET

Max height EUR pallet 2,20 m (Groupage)  
Max height EUR pallet 2,80 m (Part/Full Loads)  
Max height ½-pallet 1,40 m

## **21. FUEL SURCHARGE**

Calculated according to the SÅ Index and charged as % on the shipping amount. This is adjusted monthly unless otherwise announced.