

AS SCHENKER CONDITIONS FOR CARRIAGE BY ROAD

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AS Schenker reserves the right to change the AS Schenker conditions for carriage by road without further notice. These conditions for carriage by road overrule all previous conditions. This document is valid for land transportation. When providing services, Estonian Logistics and Freight Forwarding Association's general terms and conditions 2015, the Convention on the Contract for the International Carriage of Goods by Road (CMR) and other legislations apply.

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1. GENERAL

The aim of these conditions of transport is to provide interpretations for the sections of law-governed processes, where different interpretations may exist, such as:

- 1.1. Contractual liability between the parties;
- 1.2. The time and place of the transfer of liability (consignor-carrier) during the transport chain;
- 1.3. Fixing the „reasonable time“ of different activities (including loading and carrying times);
- 1.4. Creating an understanding of terminology;
- 1.5. Regulating processes in the transport chain, which are not regulated by the law;
- 1.6. Unless otherwise agreed, these terms apply
- 1.7. These terms and conditions are created based on the following legislative provisions:
- 1.8. The requirements of the Law of Obligations Act in force at the time the transport contract is concluded;
- 1.9. The International Convention on the Contract for the Carriage of Goods by Road (CMR);
- 1.10. Minister of Transport and Communications act 28 September 2000 No.81 and amendment 29 August 2002 regulation No. 56 “Rules for loading and unloading goods from road transport vehicles” and the European Union Cargo Safety Standard CEN 12195-1: 2003 (E) and complies with the General Conditions of the Estonian Freight Forwarding Association in force at the time of the carriage.

In areas not covered by these Conditions of Carriage, the regulations and other normative acts listed in Section 1.8 apply.

2. TERMINOLOGY

2.1. Price list for Land Transport

Price list for Land Transport is divided into three categories:

- System (small package, parcel, groupage cargo, chargeable weight 0-2500 kg)
- Direct (part load, chargeable weight 2501-19400 kg)
- FTL (full load)

The Price list for Land Transport is termless and will invalidate all previous Price lists for Land Transport, unless agreed otherwise and the validity period for the price list is set. If the Price list for Land Transport has a validity period, the price list will apply for the agreed time period. The Price list for Land Transport is valid only, if consumption of the service (real billing and / or transport booking order has been made) starts no later than within 30 calendar days from the date of The Price list for Land Transport. If there is no real billing and / or transport booking order within 30 calendar days from the date of the Price list for Land Transport, the Price lists for Land Transport must be updated. The Price lists for Land Transport is compiled separately by category System, Direct, FTL. If the customer does not have a valid Price list for Land Transport and / or Offer for Land Transport, The Standard Price list for Road Transport will automatically apply. If the customer has a valid Price list for Land Transport, but the ordered consignment does not meet the price list parameters, the Standard Price list for Road Transport will automatically apply.

2.2. Standard Price list for Road Transport

The Standard Price list for Road Transport is the electronic price list in pricing module called I Com Price, which has been approved by Schenker AS management and is amended as necessary. Schenker AS reserves the right to amend the Standard Price list for Road Transport without prior notice. The Standard Price list for Road Transport is not public.

2.3. Offer for Land Transport

The Offer for Land Transport is one-time quote and meets the parameters provided by the customer. The Offer for Land Transport is valid only if the details of the goods (gross weight, dimensions, chartable weight), destination country / postcode, country of departure / postcode and the term of delivery presented by the customer are correct. In case the information of the goods submitted in the inquiry, the country of destination / postcode, the country of departure / postcode and term of delivery are not in accordance with the reality, The Standard Price list for Road Transport shall be applied for the billing. Schenker AS is not obliged to inform the customer about the inaccuracy of the consignment information during the transport process. Consignment weighing, pricing and billing is an automated process. The Offer for Land Transport is one-off and for a fixed term with expiry date. The Offer for Land Transport will automatically expire after the expiration date of the offer.

2.4. Consignment

A consignment is from one origin and one consignor to one destination and one consignee, when goods are shipped with one shipping document and are loaded into one vehicle.

2.5. Package unit

The unit of packaging is an integral part of the shipping package.

2.6. Transport package

The transport packaging is designed to simplify the handling of the goods and to ensure the safety of the cargo during the transport process. The transport package must allow the goods to be fixed in the cargo area.

2.7. Small package

A small package is a consignment with a total weight not exceeding 30 kg and consisting of one unit of packaging. The length of the small package does not exceed 2 m and the length + circumference does not exceed 3 m.

2.8. Parcel

A consignment of a total weight not exceeding 90 kg and consisting of a maximum of three small packages is deemed to be a parcel.

2.9. Groupage cargo

Groupage cargo is deemed to be a consignment with chargeable weight of less than 2500 kg and, as a rule, the consignments are produced using reloading's in terminals.

2.10. Part load

Part load is considered to be a consignment with chargeable weight of 2501 kg or more and it is possible to load other consignments into the vehicle and, as a rule, transport is carried out without using reloading's in terminals.

2.11. Long goods in domestic and international transport DB SCHENKERsystem

Long goods are goods which are longer than 2,40 meters. Volume ratio according to 2.14.

Long goods definition:	L1	L2
Maximum longest side	3,00 m	6,00 m
Maximum second longest side	1,20 m	0,40 m
Maximum height	2,20 m	0,40 m
Maximum real weight per packing unit	1500 kg	30kg
Maximum number of packing units		10

Shipments, which does not fit in to the given parameters, will be agreed separately and handled as product DB SchenkerDirect, minimum taxable weight is 2600 kg.

2.12. Full load

The full load is the consignment that fills the entire cargo space, has the maximum allowable weight for the means of transport, or the consignor pays for the entire use of cargo space. Transport is generally carried out without using reloadings in terminals.

2.13. Consolidated (combined) consignment

Consolidated (combined) consignments consist of handling different consignments as a single consignment in some parts of the transport process.

2.14. Chargeable weight of the consignment

At the calculation of price, it is proceeded from the weight of the consignment and upon more sizeable consignments from the chargeable weight proceeding from the need of space in the cargo room:

- 1 m³ (cbm) = 333 kg;
- 1 Ldm (load meter for freight space) = 1850 kg;
- 1 Euro pallet = 0,4 ldm;
- 1 Fin-pallet = 0,5 ldm;
- Long goods according to 2.11.

2.15. Place of loading

The place of loading shall be the address indicated on the waybill where the loading or unloading of the consignment takes place.

2.16. Loading

Loading involves the loading and unloading of the consignment from the sides and the back of the vehicle. Loading includes loading of the consignment into the vehicle from the place of loading not further than 6 meters from the vehicle, correctly positioning and securing in the load. Unloading includes loading of the item from the vehicle and its placement up to 6 meters away from the vehicle or at the foot of the loading dock.

2.17. Loading time

The loading time is calculated from the time the vehicle arrives at the place of loading and the carrier gives the consignor a copy of the waybill or informs them of the arrival of the vehicle for loading. The time of loading ends when the signed copy of the waybill has been returned to the driver and other documents necessary for the carriage have been transferred and the vehicle is ready for departure (i.e. the closed trailer, the tent is affixed and, if necessary, sealed).

2.18. Vehicle

A vehicle is a car or a trailer, which is used for transporting goods.

2.19. Cargo space

Cargo space is the part of the vehicle where goods are transported. The cargo space is part of a vehicle or a separate space (for example, a trailer, container) in which the goods are placed and secured during transport.

2.20. Consignor

The consignor is the person who orders the transport service and is responsible for the payment of transport charges.

2.21. Product DB SCHENKERSystem

“DB SCHENKERSystem” product is the new standard groupage product. It is characterized by fast, market competitive lead times and high reliability.

Product description:

- Fast (with competitive delivery time)
- Trustworthy
- Money back guarantee will not apply
- Best price/quality ratio
- Dedicated options at extra charge
- Delivery time up to 2 working days compared to DB SCHENKERSystem premium
- Available under all terms of delivery
- It is possible to combine various additional services to achieve the best result

2.22. Product DB SCHENKERSystem premium

“DB SCHENKERSystem premium” product is the new premium groupage product. Consignments will be delivered to customers within the shortest possible lead time depending on distance.

“DB SCHENKERSystem premium” will be produced up to two days faster than “DB SCHENKERSystem” and DB SCHENKERSystem premium gives a full money back guarantee on the consignment price if delivery happens later than 6pm on scheduled arrival date.

Product description:

- Fastest delivery time
- Best security
- Money back guarantee
- Additional services at an additional cost
- Fixed transport schedule
- Possible delivery terms: EXW, CPT, DDU (DAT AND DAP), DDP

2.23. Product DB SCHENKERSystem premium13

“DB SCHENKERSystem premium13” product is the new premium groupage product. Consignments will be delivered to customers within the shortest possible lead time depending on distance.

“DB SCHENKERSystem premium13” will be produced up to two days faster than “DB SCHENKERSystem” and “DB SCHENKERSystem premium13” gives a money back guarantee for additional fee if delivery happens later than 13pm on scheduled arrival date. In case shipment arrive on next working day or later, a full money back guarantee on the consignment price will apply.

Product description:

- Fastest delivery time
- Best security
- Money back guarantee
- Additional services at an additional cost

- Fixed transport schedule
- Possible delivery terms: EXW, CPT, DDU (DAT AND DAP), DDP
- Premium13 is possible to order to the biggest cities in EU. More detailed information is available in e-Schenker Scheduler: [e-Schenker Scheduler](#)

2.24. Product DB SCHENKERsystem premium10

“DB SCHENKERsystem premium10” product is the new premium groupage product. Consignments will be delivered to customers within the shortest possible lead time depending on distance.

“DB SCHENKERsystem premium10” will be produced up to two days faster than “DB SCHENKERsystem” and “DB SCHENKERsystem premium10” gives a money back guarantee for additional fee if delivery happens later than 10am on scheduled arrival date. In case shipment arrive on next working day or later, a full money back guarantee on the consignment price will apply.

Product description:

- Fastest delivery time
- Best security
- Money back guarantee
- Additional services at an additional cost
- Fixed transport schedule
- Possible delivery terms: EXW, CPT, DDU (DAT AND DAP), DDP
- Premium10 is possible to order to the biggest cities in EU. More detailed information is available in e-Schenker Scheduler: [e-Schenker Scheduler](#)

2.25. DB SCHENKERsystem home

“DB SCHENKERsystem home” is a product for DB SCHENKERsystem shipments. Main characteristic of this service is the delivery to private person, unload of the shipment via tail-lift with one driver by the curbstone or as close as legally possible to the delivery address. Loading involves the loading and unloading of the consignment from the sides and the back of the vehicle. Loading includes loading of the consignment into the vehicle from the place of loading not further than 6 meters from the vehicle, correctly positioning and securing in the load. Unloading includes loading of the item from the vehicle and its placement up to 6 meters away from the vehicle or at the foot of the loading dock. The service does not include transport inside buildings or delivery to the floors.

Product shall apply to shipments where exist one or more of these elements:

- There might be no unloading facilities (equipment for unloading, loading ramp etc.) for delivery and shipments are unloaded by driver
- Delivery might be at a residential building
- The recipient is not always available for delivery during regular business hours
- Consignee does not have a company tax ID

Additional requirements:

- The place of delivery must be identified by the driver as safe, and as close as legally possible to the delivery address
- Receiver must be informed that a truck of a min dimension at least 12 tonnes real weight must have access to the delivery area
- Normal business days and hours for delivery

- The delivery pre-notice SMS or e-mail are included with the DB SCHENKERsystem home delivery service and need to be choosed during placing order in e-Schenker platform
- DB SCHENKERsystem home delivery is subject to weight restrictions applied international DB SCHENKERsystem shipments delivered with tail lift
- Possible delivery term: DAP
- Exclusions according to poin 2.43 inc. goods under customs control, Long goods, ADR/IDMG consignments
- Money back guarantee will not apply

2.26. Money back guarantee

In case of time definite carriage, the money back guarantee is applicable only up the amount of the respective surcharge (amounts provided in additional services price list), if not stipulated differently in the AS Schenker conditions for carriage by road.

2.27. DB SCHENKERsystem, DB SCHENKERsystem premium, DB SCHENKERsystem premium13, DB SCHENKERsystem premium10 and DB SCHENKERsystem home exclusion from service and general service requirements:

- Weather and traffic conditions. Delivery times in the transport schedule are based on normal weather and traffic conditions;
- Deliveries to the islands and outside the EU. Delivery times may vary when it comes to islands or customs procedures. For these consignments, money back guarantee will not apply;
- National holidays. Transport schedules do not take into account the possible national holidays of different countries. Delivery times may be extended by number of holidays in the route;
- Absence of compliant packaging for goods;
- All necessary information must be provided in the order and documents;
- In case the order contains false or inaccurate data, DB SCHENKERpremium, DB SCHENKERpremium13 and DB SCHENKERpremium10 does not give money back guarantee;
- Each unit of packaging must be labelled with the address printed and containing the SSCC standard barcode from e-Schenker by the moment of consignment is collected at the latest;
- The collection and distribution will take place on working days within the hours of a normal working day;
- ADR/IDMG consignments must be pre-agreed with DB Schenker (ADR/IMDG class, etc.);
- Money back guarantee does not apply *force majeure* cases;
- DB SCHENKERsystem premium, DB SCHENKERsystem premium13 and DB SCHENKERsystem premium10 transport booking must be submitted by eSchenker environment or EDI.

2.28. Notice (Pre-notice)

Option for customers who would like consignee to be informed prior to shipment delivery.

This option has a pure informative character and does not allow for individual agreements with regards to exact delivery day and time. Customer transport booking must be submitted by eSchenker environment including consignee contact telephone number and e-mail. Money back guarantee will not apply.

2.29. Pre-Notice pick-up & delivery

Pre-Notice as a service will support shipper and receiver of goods in planning and preparation activities around the flow of goods. This service is split up into two options allowing to choose from Pre-Notice pick-up and Pre-Notice delivery. DB Schenker informs the customer prior to pick-up and/or delivery per Mail (default) about the following information:

- Pre-Notice pick-up: ETA loading => day and expected 4 hours slot
- Pre-Notice delivery: ETA unloading=> day only

Pre-notification for loading/collection must take place on the day of loading by 12 noon or minimum one hour before truck arrives. Pre-notification for unloading/delivery must take place on the day before arrival not later than 5 pm. This option has pure informative character and not including individual agreements with regards to pick-up and/or delivery time. This option requires the customer to leave the following contact data: Address, Consignor and consignee name, Contact phone number and E-mail address.

2.30. Notice (Fix Day)

Option for customers to either define upfront a delivery date within three days (+1-3) from scheduled delivery or have the consignee contacted by customer service to agree on a delivery date within those three days after arrival to destination terminal. There is no time slot commitment included in this option, so it remains with the contacting branch to deliberately confirm or decline any time slots that may have been indicated by customers. Customer transport booking must be submitted by eSchenker environment including consignee contact telephone number and e-mail. Money back guarantee will not apply.

2.31. Notice (Fix Day13)

Option for customers to either define upfront a delivery date and time within three days (+1-3) till 13:00 (local time in destination country) from scheduled delivery or have the consignee contacted by customer service to agree on a delivery date and time till 13:00 (local time in destination country) within those three days after arrival to destination terminal. Customer transport booking must be submitted by eSchenker environment including consignee contact telephone number and e-mail. Money back guarantee will not apply.

2.32. Notice (Fix Day10)

Option for customers to either define upfront a delivery date and time within three days (+1-3) till 10:00 (local time in destination country) from scheduled delivery or have the consignee contacted by customer service to agree on a delivery date and time till 10:00 (local time in destination country) within those three days after arrival to destination terminal. Customer transport booking must be submitted by eSchenker environment including consignee contact telephone number and e-mail. Money back guarantee will not apply.

2.33. Notice (Fix Day to be agreed)

Option for customers to order, in which the consignee will be contacted by Schenker local office after shipment will arrive in destination terminal. Delivery date can be agreed within three workdays (+1-3) after shipment has arrived in destination terminal. There is no time slot commitment included in this option, so it remains with the contacting branch to deliberately confirm or decline any time slots that may have been indicated by customers. Customer transport

booking must be submitted by eSchenker environment including consignee contact telephone number and e-mail. Money back guarantee will not apply.

2.34. Fix Day pick-up & delivery
 DB SCHENKERpart load
 DB SCHENKERfull load

Fix Day as a service allows to choose a specific date for pick-up or delivery. Booking of these options via eBooking must take place minimum two days in advance before the planned loading before 3pm on that day. Pick-up and offloading within standard operating hours. There is no time slot commitment included in this option. The booked delivery date can have an impact on loading date to avoid warehousing. Joint booking of both options will not be allowed. Fix Day service cannot be combined with shipment of Dangerous Goods. Restrictions can apply for pick-up and deliveries to city centres, island, alpine areas and more. Booking this option requires to leave contact data including phone number.

2.35. Time Window pick up & delivery
 DB S SCHENKERpart load
 DB SCHENKERfull load

This service allows an alignment of a defined time window allowing to choose from “morning” (9am – 12pm) and “afternoon” (1pm-4pm) pick-up or delivery. Arrival at consignor/consignee within agreed time window. Loading /offloading activity within the agreed time window must take place within 30 minutes (LTL) and within 60 minutes (FTL). Booking of these options via eBooking minimum two days in advance before the planned loading before 3pm on that day. Booking this option requires to leave contact data including phone number. Both options cannot be booked jointly via eBooking as in some cases delivery in the agreed time window cannot be handled operational wise. There are exception areas defined for some postal codes. Combination of any Time Window option with Dangerous Goods is not allowed.

2.36. Product DB SCHENKERpart load

The following section describes the characteristics of the product DB SCHENKERpart load in its standard format. This is intended to highlight the basic product without any kind of additional services and will help understand the scope of the pure service offering of DB SCHENKERpart load:

- Maximum weight of the goods in load unit is < or = 19.400 kg, loading meters are < or = 11 meters and cubature is < or = 55 m3;
- The standard product comes with a single manned truck and one driver;
- Minimum equipment type is defined as tilt-trailer “Eurosize” (13.6 m);
- For part load the load unit size is adjusted to the individually booked shipment-size by the customer;
- Lead time starts with date and time of collection;
- Lead time is counted in working days;
- Lead time is not guaranteed and there is no money back guarantee in case indicated lead time is not kept;
- Loading and unloading must be possible for a minimum of 8 hours during daytime on workday without any time-window limitations between 6 am to 6 pm;

- Loading and unloading from behind over loading dock;
- Loading and unloading equipment must be provided by shipper and consignee;
- Loading and unloading must be executed by shipper and consignee, not by driver;
- Loading and unloading equipment must be provided by shipper and consignee;
- Loading and unloading time free of charge towards the customer is maximum a'45 minutes. Demurrage will apply according to 4.10;
- Demurrage time starts with the arrival at the loading/unloading location within the standard opening hours between 6 am to 6 pm with no limitations by customer and is finished when all transportation/customs documents issued by the shipper were given to the driver after loading or all transportation/customs documents were closed by the consignee after unloading process;
- Transport booking must be placed minimum two working days (Monday through Friday) before planned loading of the goods;
- As load securing equipment 1 lashing strap per 1 loading meter is provisioned as standard;
- All deviations from standard format must be agreed in written with Schenker AS customer service.

2.37. Product DB SCHENKERfull load

The following section describes the characteristics of the product DB SCHENKERfull load in its standard format. This is intended to highlight the basic product without any kind of additional services and will help understand the scope of the pure service for DB SCHENKERfull load:

- Maximum weight of the goods in load unit is > 19.400 kg, loading meters are > 11 meters and cubature is > 55 m³;
- The standard product comes with a single manned truck and one driver;
- Minimum equipment type is defined as tilt-trailer "Eurosize" (13.6 m);
- For full load the load unit size is capable to handle a minimum of 33 pallets (120cmx80cm ground space) and 24.000 kg;
- Lead time starts with date and time of collection. Lead time is counted in working days. Lead time is not guaranteed and there is no money back guarantee in case indicated lead time is not kept;
- Loading and unloading must be possible for a minimum of 8 hours during daytime on workday without any time-window limitations between 6 am to 6 pm;
- Loading and unloading equipment must be provided by shipper and consignee;
- Loading and unloading must be executed by shipper and consignee, not by driver;
- Loading and unloading equipment must be provided by shipper and consignee;
- Loading and unloading time free of charge towards the customer is maximum a'60 minutes. Demurrage will apply according to 4.10;
- Demurrage time starts with the arrival at the loading/unloading location within the standard opening hours between 6 am to 6 pm with no limitations by customer and is finished when all transportation/customs documents issued by the shipper were given to the driver after loading or all transportation/customs documents were closed by the consignee after unloading process;
- Transport booking must be placed minimum two working days (Monday through Friday) before planned loading of the goods;
- As load securing equipment 1 lashing strap per 1 loading meter is provisioned as standard;
- All deviations from standard format must be agreed in written with Schenker AS customer service.

2.38. Product DB SCHENKERdirect

DB SCHENKERdirect is the product name, which includes products DB SCHENKERpart load and DB SCHENKERfull load. Delivery times are by agreement with customer service. DB SCHENKERdirect can also transport shipments that for some reason do not qualify under DB SCHENKERsystem, DB SCHENKERsystem premium, DB SCHENKERsystem premium13 and DB SCHENKERsystem premium10.

2.39. Transport of hazardous goods (ADR/IMDG)

Hazardous substances can only be transported using DB SCHENKERsystem and DB SCHENKERdirect products. DB SCHENKERsystem premium, DB SCHENKERsystem premium13, DB SCHENKERsystem premium10 and DB SCHENKERsystem home cannot be ordered for hazardous goods.

2.40. Weight restrictions

The following weight limits apply to the products DB SCHENKERsystem, DB SCHENKERsystem premium, DB SCHENKERsystem premium13, DB SCHENKERsystem premium10 and DB SCHENKERsystem home:

- Maximum actual weight per consignment / pallet: 1500 kg (loading with tail-lift max.1000 kg)
- Maximum actual weight per consignment / pallet for FR,ES,PT,PL,IT,SE: 800 kg
- Maximum chargeable weight per consignment: 2500 kg
- Maximum 5 EUR-PLL

Consignments that do not fall under the above limit can be carried by agreement with the customer service using the DB SCHENKERdirect product.

2.41. Volume restrictions

The following volume limits apply to products DB SCHENKERsystem, DB SCHENKERsystem premium, DB SCHENKERsystem premium13, DB SCHENKERsystem premium10 and DB SCHENKERsystem home:

- Maximum dimensions for the package: 2.40 m x 1.80 m (with tail-lift 1,20 m) x 2.20 m (L x W x H)

2.42. Terms of delivery

The product DB SCHENKERsystem, DB SCHENKERsystem premium, DB SCHENKERsystem premium13, DB SCHENKERsystem premium10 and DB SCHENKERsystem home can be ordered only under the following delivery terms:

- EXW
- CPT
- DDU (DAT and DAP)
- DDP

The product DB SCHENKERsystem and DB SCHENKERdirect can be ordered at all delivery terms.

2.43. Conditions of carriage and exclusions for products DB SCHENKERsystem, DB SCHENKERsystem premium, DB SCHENKERsystem premium13, DB SCHENKERsystem premium10, DB SCHENKERsystem home and DB SCHENKERdirect:

- Goods which carriage is prohibited in relation to the laws and regulations of a particular country;
- Temperature sensitive goods;
- Animals, unpackaged plants;
- Over gabarited items that cannot be delivered by truck with tail lift;

- Weapons;
- ADR/IMDG goods in certain directions and combinations;
- The conditions of carriage of the products apply to normal weather and traffic conditions;
- Delivery times for islands and countries outside the EU where the requirements for customs requirements for shipping do not qualify under the shipping times shown in the shipping schedule and will not extend money back to guarantee;
- National holidays affecting the picking up and / or distribution of goods;
- Packaging must comply with security standards;
- Complete and correct data on the order;
- The money back guarantee does not apply if the details of the shipment and the order are incomplete or incorrect;
- Pick up and distribution is possible from Monday to Friday;
- Each unit of packaging must be labelled with the e-Schenker address labels containing the SSCC standard barcode, at the time of shipment loading at the latest;
- Transportation of hazardous goods (ADR/IMDG) is possible only after the written acceptance from the customer service of Schenker;
- DB SCHENKERsystem premium, DB SCHENKERsystem premium13 and DB SCHENKERsystem premium10 extends to shipments that are shipped in a timely manner, i.e. 1 working day before pickup, no later than 12:00.

3. TRANSPORT CONTRACT AND ORDERING TRANSPORT

- 3.1. The conclusion of an agreement is generally based on the form of acceptance (offer-accept) as reflected in § 9 and 10 of the General Law of the Law of Obligations Act.
- 3.2. The acceptance by the client and receipt by the carrier deems the agreement to be concluded with the obligations incumbent upon it by the contracting parties.
- 3.3. A transport order is deemed to be an acceptance if it meets the requirements of an agreement or a pre-agreed long-term agreement, otherwise the order will be considered a new offer (counterpart). In the case of a new tender (counterpart), the contract of carriage shall be deemed to have been concluded upon receipt of the submitted transport confirmation or delivery of the shipment.
- 3.4. The order must be submitted in writing in a format that can be reproduced and must include the following information:
 - Consignor's company details, address, telephone, contact person;
 - Information about the place of loading:
 - Place of loading, time, contact person and telephone;
 - Place of unloading, time, contact person and telephone;
 - Details of the shipment:
 - Description and type of packaging,
 - For dangerous goods ADR/IMDG, UN number and packing group (if available);
 - Number of unit packages;
 - The gross weight of the goods or the quantity of the goods in other units of measurement;
 - Other conditions for the handling of the goods;

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- An indication of the payment of the carriage charge;
 - Instructions on the possible customs clearance of goods and other formal operations related to the goods;
 - Special conditions for the vehicle (temperature requirements, special requirements for dangerous goods, tail lift, loading from the side, etc.).
- 3.5. The consignor is responsible for the accuracy of the information provided and must include the export documents and/or documents and/or instructions accompanying the consignment in the transport document.
- 3.6. In case the consignor wants the carrier to provide transport insurance for the cargo, the corresponding request must be clearly indicated in the order form.
- 3.7. The conclusion of a contract of carriage shall be confirmed by a shipping document signed by the consignor and the carrier or by other means of legal force having the same legal power, using other information technology tools.
- 3.8. The transport contract presupposes free and unobstructed traffic conditions and the fact that the carriage can be carried out on roads that are suitable for use and have the required load capacity.
- 3.9. The following consignments are only accepted for carriage on the basis of a specific agreement:
- Precious objects;
 - Consignments requiring special equipment or security solutions for the transportation, loading or securing;
 - Consignments which package is missing or insufficient;
 - Consignments that could affect other shipments;
 - Consignments of more than 2.20 meters in height or 6.00 meters in length or over 2.40 meters in width;
 - Consignments which cannot be carried with other shipments, although the quantities and the route would allow it;
 - Consignments which cause a different load distribution (axle load, centre of gravity, etc.);
 - Live animals;
 - Plants;
 - Goods sensitive to temperature fluctuations;
 - Consignments of a class of dangerous substances;
 - Consignments for which the time limit for loading and delivery (time guarantee) is agreed;
 - Consolidated consignments;
 - Postal items;
 - Transport of documents accompanying shipments (apart from compulsory documents required by legislation - e.g. documents of a dangerous shipment);
 - High-risk consignments (tobacco, alcohol, mobile equipment, IT equipment, etc.);
 - Consignments that cannot be handled in the transport process with traditional goods handling equipment (counterbalanced forklift truck, lavender carrier);
 - Medications.

- 3.10. The transport of food and hazardous (ADR/IMDG) goods is subject to the applicable rules and related instructions for the carriage of food and dangerous (ADR/IMDG) goods.
- 3.11. Outside normal working hours (on weekdays from 8:00 to 17:00) and other special services (i.e., removals, containers, etc.), the conditions of carriage are agreed on a case-by-case basis.
- 3.12. Transport with time guarantee is legally binding when the carrier has confirmed it expressly and in writing in a format that can be reproduced.

4. LIABILITY AND RIGHTS OF THE CONSIGNOR

- 4.1. The consignor must establish the conditions for the delivery of the shipment to and from the carrier, including the provision of access to the loading place, ensure the accessibility of the access road and the loading site to the following requirements: stopping possibility for loading, loading area must be hard, smooth with no slope and no steps, and the cargo space must remain within the range of the carrier or must guaranteed vehicle security, etc.
- 4.2. The consignor is required to reimburse all costs incurred in connection with the access to the place of loading (paid entry, toll-free parking, delivery charges in customs warehouses, ports, railways and airports, other taxes and official expenses).
- 4.3. Packaging of goods and marking (labelling)
- 4.4. The consignor must pack goods in a manner taking into consideration the type of transport making sure that the cargo is protected from loss and damage and does not cause damage to the carrier.
- 4.5. The packaging of the consignment must allow the shipment to be transported with other consignments, i.e. the shipment must not damage other shipments and vehicles and must allow loading other shipments on top for the entire height of the cargo space unless it is full load or otherwise agreed.
- 4.6. Each package unit of the consignment must be packaged in a transportable packaging in such a way as to allow the consignment to be secured in the freight compartment and ensure that the goods are retained during loading and transport. The packaging must also ensure that the load remains in place and prevents the shift of the centre of gravity of the load. Small consignments, which, due to their properties can be installed on standard pallets, must be fitted to them.
- 4.7. Each package item of the consignment must be marked by the consignor and contain clearly legible information for identification of the consignment with the following information:
 - The data necessary for the identification of the consignor;
 - The data and address necessary for the identification of the place of unloading (or consignee);
 - Internationally recognized warning signs;
 - A warning expressed in words;
 - Unit weight;
 - Number of units of packaging;

- If necessary, unit dimensions.
 - No marking is required for a full load from one consignor to a single point of unloading.
- 4.8. The responsibility of loading and securing of part and full loads lies on the consignor, the delivery of the shipment takes place in the freight compartment. As a rule, the carrier is required to be present at the time of loading. The carrier may assist the consignor in the loading process, in which case he acts on behalf of and for the customer.
- 4.9. With a tent trailer, the carrier is required to open tir-wire, side and tailgate of cargo spaces and, if necessary, lift from the sides and/or the rear of the tent. If the consignment cannot be retrieved without removing the carrier's tent, the sender is required to remove and reinstall the roof, frame and tent of the trailer, in accordance with the instructions of the carrier.
- 4.10. The consignor must carry out the loading within the maximum load time calculated for the load on one vehicle in accordance with the following (based on the taxable weight):
- | | |
|--|------------------|
| Package with taxable weight of 35 kg, containing 1 package | up to 10 minutes |
| Consignment with taxable weight of 36 - 2500 kg | up to 20 minutes |
| Consignment with taxable weight of 2501 - 5000 kg | up to 30 minutes |
| Consignment with taxable weight of 5001 - 10000 kg | up to 45 minutes |
| Consignment with taxable weight of 10001 - 24000 kg | up to 60 minutes |
- 4.11. If loading takes more time, it will be registered in the waybill, and each subsequent 30 minutes will be separately paid for.
- 4.12. When loading more than one shipment from one place of loading, the estimated time of loading is calculated based on the total taxable weight.
- 4.13. The consignor may refuse to deliver the shipment to the carrier:
- If the vehicle fitted by the carrier does not meet the deadweight, technical condition, capacity of the cargo space and/or equipment ordered on the vehicle, thereby excluding the possibility of meeting the conditions agreed in the contract of carriage;
 - If the vehicle was not ready at the agreed date, time and place.
- 4.14. The consignor who terminates the transportation contract for the reasons indicated is entitled to get compensation for proven material damage caused to him but not more than the agreed amount of freight if the carrier's failure to fulfil his obligations was caused by circumstances beyond the control of the consignor.
- 4.15. The consignor has the right to cancel the order until the moment, when the carrier has not started the order fulfilment. If the carrier has begun to fulfil the order and the order is cancelled, the carrier has the right to receive compensation that covers his reasonable expenses, but no more than the agreed delivery charge (freight).

5. LIABILITY AND RIGHTS OF THE CARRIER

- 5.1. Carrier's liability in the loading process:
The carrier checks the external condition of the consignment, the marking, the number of packing units and compares them with the data provided in the waybill. In case it is not possible to verify or the data does not correspond to the one presented in the waybill, the carrier makes a reasoned remark on all copies of the waybill.
- 5.2. The loading of the small package and the small parcel is carried out by the carrier, these consignments are delivered from hand to hand to the ground floor of the building indicated by the consignor.
- 5.3. The loading of a small consignment is carried out by the carrier whenever possible. The carrier is responsible for his activities in the cargo area and on the tail lift. In case the carrier participates in the loading process outside the cargo space, he acts on behalf of the consignor.
- 5.4. The carrier must ensure the presence of load straps according to standard equipment, considering 1 load strap on each pallet row plus the last pallet row 2 load strap. In case the nature of the consignment requires special fasteners or an additional load strap, the consignor is responsible for their presence, by agreement, the carrier may assist in obtaining additional fasteners or an additional load strap.
- 5.5. The carrier has the right to choose the vehicle, cargo space and route to use for the consignment, and transport the consignment, either by direct transport or by using reloadings in terminals.
- 5.6. The carrier may refuse a transport task:
- If the consignor is not able to deliver the item at the time, place and conditions agreed upon and the carrier's refusal is justified by other tasks which do not allow to postpone receipt of the given consignment or if it is no longer possible to comply with the delivery deadline specified in the contract of carriage;
 - If the consignor does not confirm the comments made by the carrier on the waybill.
- 5.7. The carrier who terminates the contract of carriage for the reasons given is entitled to reimbursement of the expenses incurred but not more than the agreed amount of the carriage if the failure of the carrier was due to circumstances beyond the control of the carrier.
- 5.8. If the consignee refuses to accept the shipment at the place of unloading, the carrier has the right to demand reimbursement of additional expenses incurred by the consignor.
- 5.9. If the sender wishes to re-address the consignment without unloading the truck, this will mean the start of a new transport contract. The carrier has the right to refuse to conclude a new agreement and may require the unloading of the consignment.

- 5.10. If the carrier notices at any stage of the transport operation that the total weight of the shipment exceeds the total weight declared by the shipper, he is entitled to unload the excess load at the expense and risk of the consignor.
- 5.11. If the total weight of the goods does not exceed the maximum authorized gross weight limits permitted by normative acts, the consignment exceeding the estimated gross weight declared by the consignor in the bill of lading shall be taxed at twice the tariff.
- 5.12. The consignor is obligated to compensate the carrier for all fines and fees collected from the carrier in connection with the incorrect display of the total weight of the consignment by the consignor or any other incorrect information provided on the consignment.
- 5.13. The carrier is entitled to immediately unload and store, collect or destroy the consignment at the expense of the consignor, with the carrier also bearing all costs incurred, in the following cases:
- If the load process reveals hazardous substances or hazardous waste in the load, of which the carrier was not properly informed before the load was received from the consignor;
 - The consignor has not provided the carrier with the documents required for the carriage of all dangerous goods, including - if the truck or container is transported in a certain part along the sea
 - Also, with the shipping documents required by the shipping companies;
 - Classification, packaging and/or marking of dangerous goods has been found to be inadequate in their transportation with regulatory standards.
- 5.14. The carrier refuses any instructions from the consignor that would result in violations of the rules governing driving time and speed and the driver's resting time.
- 5.15. The parties have agreed that AS Schenker is entitled to refuse to provide services in whole or in part or to discontinue the provision of the service if the provision of the service in question is wholly or partially prohibited, including, but not limited to, United States, European Union or national law. Also, if the provision of the service is totally or partially prohibited, including, but not limited to, the legislation on the fight against terrorism and the fight against embargo. AS Schenker may exercise this right unannounced and AS Schenker shall not bear any liability towards the client in exercising such rights.
- 5.16. AS Schenker uses in terminal automatical weight and measurements controlling system. In case of all shipments the weight and measurements are checked automatically in departing terminal. In case of deviations from the shipments information provided by the client the actual result of automatical weight and measurements control will be used. Client is aware that such controlling results are prevailing and are used for shipment processing including billing.

6. PAYING FOR THE TRANSPORT

- 6.1. Unless otherwise agreed, the services and expenses incurred for the carriage and connected expenses shall be paid by the time of delivery.
- 6.2. The consignor, as the one giving the task for the carrier, is obligated to pay the carriage charge, irrespective of the carriage payment agreement, and other taxes, if the consignee has not redeemed the delivery or has refused to pay the carriage charge or if he is not able to pay for the carriage. The transport costs of the goods that spoil fast or that have very low value need to be paid in advance.
- 6.3. If the work performed by the carrier is interrupted by circumstances beyond the control of the carrier (e.g. strike, work stoppage, etc.), the carrier is entitled to compensation for work and expenses incurred by him.
- 6.4. The freight cost is calculated separately for each consignment according to the taxable weight.
- 6.5. For a consignment which is difficult to load due to their special shape or poor quality of packaging, and which cannot be loaded normally together with other consignments, the freight cost shall be calculated according to the loading meter of the loading space.
- 6.6. Additional fees and other payments:
- In addition to the actual transportation costs, transport related additional costs will be charged separately according to the current price lists or actual costs (including additional charges for securing costs and returning the signed bill of lading);
 - In the case of carriage of goods containing, in whole or in part, hazardous substances, an additional charge is required;
 - An extra fee is charged for exceeding the loading time;
 - The sending of a written payment notice may be subject to a fee in accordance with the carrier's price list;
 - It is prohibited for the consignor to postpone or not pay even if the consignor has claims against the carrier;
 - All extra fees, due to not paying the charges on time, are borne by the debtor;
 - In the event that the due date has come to an end, the creditor has the right to encumber the movables of the debtor who is in possession of it.
- 6.7. For overdues the interest rate of 0,1% per day from unpaid amount applies. When interest invoice for overdues is issued then service fee will be added to the amount. Service fee is provided in additional services price list.

7. COMPLAINTS

- 7.1. Submissions and claims are based on the provisions of the Law of Obligations Act and the CMR Convention. Claims must be submitted in writing with supporting documents.
- 7.2. The timely filing of pretensions or a claim does not release the consignor from the timely payment of the invoice.
- 7.3. Claims settlement shall not be allowed without the prior written consent of the Carrier.
- 7.4. Compliance with the requirements is based on the legislation of the Republic of Estonia and international agreements ratified by the Republic of Estonia.

8. LAND TRANSPORT PRICE LIST AND PRICE OFFER CONDITIONS

- 8.1. General pricing and pricing conditions
At the calculation of price it is proceeded from the weight of the consignment and upon more sizeable consignments from the chargeable weight proceeding from the need of space in the cargo room:
 - 1 m³ (cbm) = 333 kg;
 - 1 Ldm (load meter for freight space) = 1850 kg;
 - 1 Euro pallet = 0,4 ldm;
 - 1 Fin-pallet = 0,5 ldm;
 - Long goods according to 2.11. and 2.14.
- 8.2. Chargeable weight of the consignment, based on which haulage is calculated, shall always be rounded upwards:
 - Consignment with chargeable weight under 2500 kg - with a precision of 1 kg;
 - Consignment with chargeable weight over 2500,01 kg - with a precision of 100 kg.
- 8.3. Part load cargo is a consignment the chargeable weight of which is 2500 kg or more and in addition to which there is also room for other consignments in the vehicle. The transport of part load cargo is performed without reloading, unless the traffic, customs technical reasons or delivery terms request otherwise.
- 8.4. The price includes:
 - The procedures and expenses established in the terms of delivery of Incoterms/Combiterms 2000, (AS Schenker interpretation, applicable also for Incoterms®2010) which incur after the delivery of the shipment to AS Schenker, unless it has been prior agreed otherwise by the parties;
 - Depending on the volume of the shipment, loading and unloading time in accordance with 4.10.;
 - Shipments delivery according to schedule with estimated time unless agreed otherwise by the parties;
 - Freight forwarder's and carrier's liability insurance.

- 8.5. The price does not include:
- The loading and unloading service of the part and full load cargo;
 - Packaging of the consignment;
 - Fastening of the part and full load cargo;
 - Expenses incurred in relation to the transport of dangerous goods (ADR/IMDG);
 - State taxes, duties and fees in country of departure and destination;
 - Also, expenses incurred due to the shipments transfer expenses in customs warehouses, ports and/or airports;
 - Other taxes or official expenses, which have incurred prior to the delivery of the shipment to AS Schenker;
 - Additional services provided in AS Schenker additional pricelist.
- 8.6. Additional services
- The providing of the ordered additional services (such as packaging, loading service, storage, monitoring the collecting cash on delivery (CAD/COD), transport with time guarantee, transport of dangerous goods, etc.) shall be agreed separately. Additional services and prices of such services are provided in additional pricelist. AS Schenker has the right to provide additional services in case of need without any prior agreement and charge the Client based on the additional pricelist.
- 8.7. Storage fee
- In case the shipment becomes the object to the right of security or delaying the acceptance of the shipment appears, then a storage fee shall be added in accordance with the additional pricelist.
- 8.8. Fuel Surcharge
- A fuel surcharge is added to the transport prices according to the tariff provided on the Estonian DB Schenker website ([Land Transport Fuel Surcharge \(BAF\)](#)). The calculation of the fuel surcharge is based on the weekly overview of retail fuel prices published on the website of the European Commission ([European Commission Weekly Oil Bulletin](#) -> Prices over time -> 2005 onwards -> EE -> Prices with taxes, per CTR -> Gas oil automobile Automotive gas oil Dieselkraftstoff (I) 1000L). The change in the fuel surcharge for the following week is calculated once a week, on Fridays. The fuel surcharge is calculated on the date of arrival of the goods to the AS Schenker terminal.
- 8.9. Payment terms
- Payment for the services shall be made prior to the delivery/reception of the consignment unless agreed otherwise by parties. If a credit contract has been concluded, payment for the services shall be made in accordance with the contract terms. Payment for the transport of perishable or low value shipments shall be always made prior to the acceptance of the shipment for transportation. The shipment could be the object to the right of security if the invoices for previous services are not paid for, the credit limit has been exceeded.
- 8.10. Cargo insurance
- AS Schenker liability is limited according to the CMR Convention by 8.33 SDR/gross kg. It is possible to order cargo insurance to manage the risks involved. Request for cargo insurance contract can only be done in writing upon making an order.

8.11. Termination of contract

If the client chose to default the terms, AS Schenker has the right to terminate the contract unilaterally and claim compensation for expenses. Mentioned does neither limit nor exclude AS Schenker rights based on legislation.

8.12. Changes of the pricelist and offer conditions

AS Schenker reserves the right to change conditions unilaterally based on a good reason (foremost major changes in the economic situation) and after the expiry of the pricelist or offer. AS Schenker informs the Client at least 10 days before the changes come into force.

8.13. Services for private persons

AS Schenker provides services for the private persons (stated as the recipient or as the consignor) only upon prior written agreement. All relating expenses are paid by the Client on the basis and terms of AS Schenker invoice(s) and regardless of whether the expenses were prior agreed upon or not.

8.14. Refusal to provide services

In the event that the services or parts thereof contemplated herein are prohibited under any laws or regulations, including but not limited to US-law, law of the European Union or national laws, including but not limited to laws and regulations relating to the fight against terrorism and embargos, Schenker is at its sole discretion entitled to partially or fully cancel the service at any time, without prior notice and without incurring any liability to Customer whatsoever.