

Kühne+Nagel AS

General Terms for Air Transportation

The General Terms have been prepared in Estonian and English. In the event of any disputes, the Estonian version of the General Terms shall be deemed superior.

## **1 GENERAL PROVISIONS**

These General Terms for Air Transportation of Cargoes apply to all agreements entered into between the Client and Kühne+Nagel AS in relation to the organization of carriage of goods in part or in full by air.

The Client's acceptance of Kühne+Nagel AS's offer shall also be considered as the Client's acceptance of these terms of transportation.

## **2 DEFINITIONS**

Within the meaning of these general terms the Client is a person who orders the transportation service and is responsible for paying the carriage charge.

Within the meaning of these general terms the cargo refers to the goods sent from one place by one sender to one destination for one recipient under one air waybill.

Within the meaning of these general terms the air waybill is a document certifying the acceptance of the goods from the sender and their handing over to the recipient.

Within the meaning of these general terms special labeling refers to stickers signifying the need for special handling (e.g. Fragile)

## **3 QUOTATION**

The carriage quotation is based on the information contained in the Client's query and applies to ordinary goods which are not dangerous, do not require special handling, do not deteriorate and are not oversized unless that is separately specified in the offer.

Special handling of goods and documents is offered at extra cost. The Client undertakes to reimburse Kühne + Nagel AS for any unavoidable additional expenses arising from the circumstances precluding normal handling (incl. provision of inaccurate information as mentioned in section 4 hereof).

The quotation does not guarantee the necessary space in the cargo compartment of the vehicle.

The quotation is made in Euros unless otherwise specified in the offer. If the quotation is made in a currency other than Euro, the amount will be converted into Euros at the exchange rate of the European Central Bank in place at the time when the invoice was issued. The exchange rate will be indicated in the corresponding invoice.

The prices specified in the quotation are exclusive of VAT. It shall be added to the price given in the quotation in accordance with the legislation of the Republic of Estonia.

The quotation is valid for 7 calendar days unless otherwise specified in the offer.

The quotation is confidential and should not be disclosed to third persons.

The quotation does not contain the expenses relating to customs and veterinary checks and storage at the airport terminal.

Storage at the airport terminal is free of charge for 3 working days as of the arrival of the goods. The expenses incurred in connection with further storage shall be paid according to the price list of the airport terminal.

#### **4 TRANSPORTATION ORDER**

The transportation order shall be placed in a format that can be reproduced in writing and shall contain the following information:

Terms of delivery: in accordance with the international delivery terms in force at the time when the order was placed (Incoterms in force at the time when the transportation order was made).

Loading address (the company's name and precise address including the postal code);

Details of the contact person at the place of loading (name, telephone and email);

Time of readiness of the goods (incl. specific aspects relating to the loading, e.g. time based restrictions for the loading);

Quantity of the goods (weight, dimensions, number of units and other such details about the goods);

Nature and description of the goods (incl. specific requirements for handling and transportation of the goods);

Unloading address (the company's name and precise address including the postal code);

Details of the contact person at the place of unloading (name, telephone and email);

Person carrying out the customs procedures;

Agreed transportation price;

If the sender wishes the carrier to act as an intermediary in securing the goods in transit insurance for the consignments, this wish should be clearly indicated in the transportation order.

The transportation order is accepted if the freight forwarder has confirmed the order in a format that can be reproduced in writing.

The Client is liable for the accuracy of the details specified in the transportation order. If the Client fails to provide accurate details Kühne + Nagel AS has the right to issue the sender an invoice for additional expenses incurred due to inaccurate information.

The placing of a transportation order based on Kühne+Nagel AS's offer is viewed as the entry into the contract for carriage of goods between the Client and Kühne+Nagel AS.

## **5 CARRIAGE CHARGE**

The calculation of the carriage charge is based on the quantity, dimensions and weight of the goods specified in the Client's query, assuming that 1 m<sup>3</sup>=167 kg. The carriage charge is calculated with reference to either specific or real weight, whichever is greater.

The calculation of the final price is based on the actual details of the consignment. The price given in the quotation is valid only for the quantities specified in the query. In the case of changes, the price is adjusted in accordance with the actual transportation expenses.

The carriage charge is given in euros. If the quotation is made in a currency other than Euro, the amount will be converted into Euros at the exchange rate of the European Central Bank in force at the time when the invoice was issued. The exchange rate will be indicated in the corresponding invoice.

The cancellation fee is applied when the Client has placed an order and cancels it for reasons not depending on Kühne+Nagel AS. The cancellation fee shall be determined on the basis of the expenses incurred by Kühne + Nagel AS.

The cancellation fee shall not be applied if the cancellation order reaches the freight forwarder fulfilling Kühne+Nagel AS's order 3 days before the scheduled dispatch of the goods.

In the case of a shorter notice period Kühne+Nagel AS has the right to request a cancellation fee of up to 50% of the transportation price.

## **6 DELIVERY PERIOD**

The delivery period specified in the quotation is provisional, applies to air transportation from one airport to another and does not include the time needed for customs clearance, handling of the goods and collection or delivery of consignments.

## **7 CARGO**

The Client is obliged to ensure that the cargo is properly packed (ready for carriage) and labelled.

## **8 PAYMENT**

The payment is made in accordance with the cooperation agreement entered into between Kühne+Nagel AS and the Client.

In the absence of a cooperation agreement the transportation invoice shall be paid in advance or in compliance with the credit conditions agreed.

Kühne+Nagel AS has the right to place a lien on the cargo if the Client has failed to pay the invoices issued for the services provided by Kühne+Nagel AS. If a lien is placed or the acceptance is delayed, Kühne+Nagel AS shall start charging a storage fee.

Any complaints relating to the invoices issued should be made to Kühne+Nagel AS no later than within 7 calendar days of the day on which the invoice was issued. Subsequent complaints will not be considered.

The making of a claim within the time limit stipulated provides no exemption from the obligation to pay the invoice on time.

In the case of late payment the Client undertakes to pay a delay penalty of 0,1% of the amount overdue for each day of delay until the invoice is paid in full.

The Client does not have the right to offset its claims against Kühne+Nagel AS or to refuse to fulfil any of its obligations on any grounds.

## **9 NOTIFICATION OF DAMAGE AND LIABILITY**

The damage caused to the goods in the course of fulfilling the transportation order should be specified by the Client in the accompanying document or in a separate report. The accompanying document or the report should be immediately sent by the Client to Kühne+Nagel AS via email at [info.tallinn@kuehne-nagel.com](mailto:info.tallinn@kuehne-nagel.com)

If the goods have been damaged or partly lost and the Client fails to notice that when accepting them, the Client should within 7 days send a corresponding report to Kühne+Nagel AS's email address at [info.tallinn@kuehne-nagel.com](mailto:info.tallinn@kuehne-nagel.com)

Kühne+Nagel AS's liability in the case of damaged or lost goods is limited in accordance with national and international legislation and amounts to a maximum of 26 SDR per kilo of the gross weight.

Any other liability not limited in this Article shall be governed by the liability stipulations of General Terms and Conditions of the Estonian Logistics and Freight Forwarding Association.

## **10 TRADE CONTROL**

Client warrants that (a) Client and its owners as well as all parties to Client's shipments and transactions, including their respective owners, and (b) Client's transactions for which Kühne+Nagel AS provides the services, are not subject to any applicable US, EU or national customs, import, export, trade control or sanctions laws and regulations that would prohibit such services.

Client shall supply Kühne+Nagel AS, in writing, with all documents and information including, but not limited to, commodity classification numbers, customs valuations, country of origins, export control classification numbers and any required export, re-export, transit or import licenses permits, authorisations or exemptions ("Client Data") necessary for Kühne+Nagel AS to provide the services in accordance with applicable laws and regulations.

Client warrants that the Client Data is complete and accurate. Client shall immediately advise Kühne+Nagel AS of any errors, discrepancies, incorrect statements or omissions in Client Data filed by Kühne+Nagel AS on Client's behalf with Customs and other authorities or third parties.

Client acknowledges that Kühne+Nagel AS is not the Exporter of Record, Importer of Record, Fiscal Representative, Ultimate Consignee or End-User and that Kühne+Nagel AS is unable to sign government forms on behalf of such parties.

Client shall indemnify and hold harmless Kühne+Nagel AS and all Kühne+Nagel AS affiliates from all claims, expenses, losses, penalties and damages, including reasonable attorneys' fees, arising from or in connection with Client's failure to comply with obligations in this clause.

## **11 IMPLEMENTING PROVISIONS**

In aspects not covered in the offer and appendices thereto or in the event of any disputes the General Terms and Conditions of the Estonian Logistics and Freight Forwarding Association shall be applied.