

Kühne+Nagel AS  
General Terms of Road 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 of Road 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 by road.

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 a waybill.

Within the meaning of these general terms the waybill is a document certifying the acceptance of the goods from the sender and their handing over to the recipient. If the goods are carried by several vehicles, there can be more than one waybill.

Within the meaning of these general terms groupage is a service in which the goods move from the place of departure to the point of their destination through various freight terminals under several waybills. The groupage service can be used if a cargo unit is no more than 2,4 m long, 2,2 m high, 2,4 m wide and weighs no more than 1500 kg and if the entire weight of the consignment does not exceed 2500 kg. The goods should be packed in a way suitable for transshipment.

Within the meaning of these general terms Less Than Truckload (LTL) refers to the type of carriage in which the goods are moved from the place of departure to the point of their destination by one vehicle under one waybill and occupy the space in the trailer only partially.

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Within the meaning of these general terms Full Truck Load (FTL) refers to the type of carriage in which the goods are moved from the place of departure to the point of their destination by one vehicle under one waybill occupying the entire space of the trailer.

**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, except when it is separately indicated in the offer.

The quotation specifies the type of service offered (FTL/LTL/groupage).

The special handling of goods and documents is offered at extra cost. If Kühne+Nagel AS runs into unanticipated expenses when handling the goods or documents and these expenses have not been caused by Kühne+Nagel AS's actions or omissions, the Client is obliged to reimburse Kühne+Nagel AS for those expenses.

The making of a quotation does not guarantee the necessary space in 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 then 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 fuel surcharge. Updated information about current fuel surcharge, you can find [here](#).

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.

**4 TRANSPORTATION ORDER**

If the quotation made by Kühne+Nagel AS is acceptable to the Client, the Client should place a transportation order in a format that can be reproduced in writing. The transportation order should contain the following information:

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1. Terms of delivery: in accordance with the international delivery terms in force at the time the order was placed (Incoterms in force at the time the transportation order was made);
2. Loading address (the company's name and precise address including the postal code);
3. Details of the contact person at the place of loading (name, telephone and email);
4. Time of readiness for loading the goods; specific aspects relating to the loading (e.g. time-based restrictions for the loading);
5. Quantity of the goods (weight, dimensions, number of units and other such details about the goods);
6. Nature and description of the goods (incl. specific requirements for handling and transportation of the goods);
7. Unloading address (the company's name and precise address including the postal code);
8. Details of the contact person at the place of unloading (name, telephone and email);
9. The person carrying out the customs procedures.
10. Agreed transportation price.
11. If the Client wishes Kühne+Nagel AS 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 deemed to have been accepted by Kühne+Nagel AS if the latter has confirmed the order in a format that can be reproduced in writing. Confirmation of the transportation order is deemed to effect the conclusion of the contract for carriage of goods between the Client and Kühne+Nagel AS.

The Client is liable for the accuracy of the details specified in the transportation order. In the event of failure to provide accurate details Kühne + Nagel AS has the right to require the Client to reimburse it for the additional expenses incurred due to inaccurate information.

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**5 CARRIAGE CHARGE**

The calculation of the quotation for carriage by road is based on the quantity, dimensions and weight of the goods specified in the Client's query. The carriage charge is calculated with reference to specific or real weight, whichever is larger.

The following is taken into account in calculating the carriage charge:

In the case of FTL the aggregate weight of the cargo should not exceed 24 tons; the cargo should take up to 13,6 ldm of the cargo compartment.

In the case of LTL, 1 EUR-pallet = 740 kg, 1 FIN-pallet = 900 kg, 1 ldm = 1800 kg, 1 m<sup>3</sup> = 333 kg

In the case of groupage, 1 m<sup>3</sup> = 250 kg, 1 ldm = 1 250 kg.

The calculation of the final carriage charge 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 will increase in proportion to Kühne+Nagel AS's increased expenses.

In the case of a smaller consignment Kühne+Nagel AS has the right to charge the Client for the entire cargo compartment space ordered in accordance with the quotation.

**6 CANCELLATION OF ORDER**

After the contract for carriage of goods has been concluded between the Client and Kühne+Nagel AS, the Client can cancel the contract (cancel the order) by sending in a format that can be reproduced in writing a notice of cancellation to Kühne+Nagel AS no later than 24 hours before the scheduled loading of the goods.

If the Client sends the order cancellation notice at least 48 hours before the scheduled loading of the goods, Kühne+Nagel AS has the right to require the Client to pay a contractual penalty in the amount of 10% of the carriage charge specified in the quotation.

If the Client sends the order cancellation notice at least 24 hours before the scheduled loading of the goods, Kühne+Nagel AS has the right to require the Client to pay a contractual penalty in the amount of 20% of the carriage charge specified in the quotation.

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The payment of the above-mentioned contractual penalties shall be deemed to cover the expenses incurred by Kühne+Nagel AS in preparing to fulfil the order.

It is not possible to cancel the order less than 24 hours before the scheduled loading of the goods. When the order cancellation notice is sent less than 24 hours before the scheduled loading of the goods, the Client has to pay 100% of the price given in the quotation.

**7 DELIVERY PERIOD**

The delivery period specified in the quotation is provisional and does not include the time needed for customs clearance and additional handling of the goods.

If the goods have not been delivered within the time limit agreed or if, in the case where no time limited was agreed, the actual duration of the transportation taking into account the specific circumstances (in particular, the partial loading or the time normally needed to fully fill the cargo compartment) exceeds any reasonable time frame, the delivery of the goods is deemed to have been delayed.

A claim for delayed delivery is only justified if the claimant proves that he has incurred damage as a result of the delay. The carrier is obliged to provide reimbursement for the proven damage in an amount not exceeding the transportation price.

**8 CARGO**

The Client is obliged to ensure that the cargo is properly packed and labelled.

The Client is responsible for loading, proper fastening and unloading of the goods. The Client shall also pay all the loading-related expenses and reimburse for any damage caused. The cargo shall be handed over in the cargo compartment (trailer, container, etc).

**9 PAYMENT**

The payment shall be made in accordance with the quotation, the actual volume, weight, etc. of the cargo and the cooperation agreement entered into between

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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 the Client has to reimburse the corresponding expenses.

Any complaints relating to the fulfilment of orders and the invoices issued should be made to Kühne+Nagel AS in a format that can be reproduced in writing 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 event 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 unless otherwise provided in the contract entered into between the Client and Kühne+Nagel AS.

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. (That would be contrary to the law).

**10 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 for damaged or lost goods is limited in accordance with the Convention on the Contract for the International Carriage of Goods by Road.

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.

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**11 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.

**12 IMPLEMENTING PROVISIONS**

In issues not covered by these general terms the parties shall be guided by the General Terms and Conditions of the Estonian Logistics and Freight Forwarding Association.