

General Terms and Conditions for Carriage of Cargo by Road

1 GENERAL PROVISIONS

These General Terms and Conditions of Carriage of Cargo by Road shall apply to all agreements entered between the Client and "Kuehne+Nagel" SIA related to the organization of carriage of goods by road.

Upon acceptance of the offer made by "Kuehne+Nagel" SIA, these terms and conditions of carriage shall also be deemed to have been accepted by the Client.

2 DEFINITIONS

For the purposes of these General Provisions, the Client is the person who orders the Carriage Service and is responsible for the payment of the Carriage Fee.

For the purposes of these General Conditions, cargo is goods that have been sent from one place of origin by one consignor to one destination to one consignee based on a consignee's bill of lading.

For the purposes of these General Terms and Conditions, a bills of lading is a document certifying the receipt of goods from the sender and their delivery to the recipient. If the cargo is transported by several means of transport, there may be more than one bill of lading.

For the purposes of these General Terms and Conditions, groupage cargo service is a service where cargo moves from the point of origin to the destination through different cargo terminals based on several bills of lading. For the use of the groupage cargo service, the maximum length of a cargo unit may be up to 2.4 m, height up to 2.2 m, width up to 2.4 m, weight up to 1500 kg and maximum weight of the entire consignment 2500 kg. The goods must be packaged appropriately for transshipment.

For the purposes of these General Terms and Conditions, partial load (LTL) transport is a transport where the cargo moves from the point of departure to the destination with one means of transport based on one bill of lading, occupying part of the cargo space of the trailer.

For the purposes of these General Terms and Conditions, full truck load (FTL) transport means transport where the cargo moves from the point of departure to the destination with one means of transport based on one bill of lading, occupying the entire cargo space of the trailer.

3 PRICE OFFER

The transport price offer is based on the information provided in the Client's inquiry and applies to ordinary goods that are not dangerous, do not require special handling, do not deteriorate, are not oversized, unless this is separately stated in the offer.

The price offer indicates the type of service provided (full load/partial load/groupage cargo service).

Special handling of goods and documents is carried out for an additional fee. In the event that "Kuehne+Nagel" SIA has to bear unplanned costs related to the handling of goods or documents, which are not due to the actions or omissions of "Kuehne+Nagel" SIA, the Client is obliged to compensate these costs to "Kuehne+Nagel" SIA.

Submitting a price offer does not guarantee the necessary cargo space on the means of transport.

The currency of the price offer is the euro, unless otherwise stated in the offer. If the price quote is submitted in a currency other than the euro, the amount will be converted into euros at the time of invoicing according to the exchange rate of the European Central Bank. The exchange rate is indicated on the corresponding invoice.

The prices given in the price offer do not include VAT, it will be added to the price given in the offer in accordance with the legislation of the Republic of Latvia.

The price offer is valid for 7 calendar days, unless otherwise stated in the offer.

The price offer is confidential and will not be disclosed to third parties.

4 TRANSPORT ORDER

If the price offer submitted by "Kuehne+Nagel" SIA is suitable for the Client, the Client shall submit a transport order in a format that can be reproduced in writing. The transport order must contain the following information:

1. Delivery terms - in accordance with the international terms of delivery valid at the time of placing the order (Incoterms valid at the time of the transport order).
2. Loading address (Company name and exact address with postal code/postal code).
3. Details of the contact person of the loading point (name, phone number and e-mail).
4. Time of readiness for loading of goods; as well as the specifics related to charging (e.g. loading time restrictions).
5. The quantity of the goods (weight, dimensions, number of units and other such information about the goods).
6. The nature and description of the goods (incl. special requirements for handling and transporting the goods).
7. Unloading address (Company name and exact address with zip code/zip code).
8. Contact details of the unloading point (name, phone number and e-mail).
9. Customs clearance agent.
10. Agreed transport price.
11. If the Client wishes "Kuehne+Nagel" SIA to mediate cargo insurance for the consignment, the respective wish must be clearly stated in the transport order.

The Carriage Order shall be deemed to have been executed by "Kuehne+Nagel" SIA if the latter has confirmed it in a format that can be reproduced in writing. By confirming the transport order, the contract of carriage of goods between the Client and "Kuehne+Nagel" SIA is deemed to have been concluded.

The customer is responsible for the accuracy of the information provided in the transport order. In case of incorrectness of the data, Kühne + Nagel AS has the right to demand compensation from the Client for additional costs incurred due to incomplete information.

5 FREIGHT FEE

The basis for calculating the price offer in road transport is the quantity, dimensions and weight of the goods provided in the Client's inquiry. The freight charge is calculated on the basis of volumetric weight or real weight, whichever is greater.

The carriage fee is calculated based on the following:

1. In the case of a full load, the total weight of the cargo does not exceed 24 tons; The cargo occupies up to 13.6 ldm of cargo space.
2. For partial loads, 1 euro pallet = 740 kg, 1 fin pallet = 900 kg, 1 ldm = 1800 kg, 1 m³ = 333 kg.
3. For groupage: 1 m³ = 250 kg, 1 ldm = 1 250 kg.

The final freight rate is calculated based on the actual data of the shipment. The price given in the price offer applies only to the quantities given in the inquiry. In the event of changes, the price will increase in line with the increase in the costs of Kuehne+Nagel AS.

In case of incomplete cargo, "Kuehne+Nagel" SIA has the right to charge a freight fee for the entire ordered cargo space according to the price offer.

6 CANCELLING ORDERS

After the conclusion of the contract of carriage of goods between the Client and "Kuehne+Nagel" SIA, the Client may cancel the contract (cancel the order) by sending a notice of cancellation to "Kuehne+Nagel" SIA in a format that can be reproduced in writing no later than 24 hours before the planned loading of the goods.

If the Client sends a notice of cancellation of the order at least 48 hours before the planned loading of the goods, "Kuehne+Nagel" SIA has the right to demand from the Client a contractual penalty of 10% of the transport fee specified in the price offer.

If the Client sends a notice of cancellation of the order at least 24 hours before the planned loading of the goods, "Kuehne+Nagel" SIA has the right to demand a contractual penalty of 20% of the transport fee specified in the price offer.

With the payment of the said contractual penalties, the costs incurred by "Kuehne+Nagel" SIA in preparing for the fulfilment of the orders are deemed to have been compensated.

It is not possible to cancel the order less than 24 hours before the planned loading of the goods. By sending a notice of cancellation of the order less than 24 hours before the planned loading of the goods, the Client must pay 100% of the price indicated in the price offer.

7 DELIVERY TIME

The delivery time given in the quote is an estimate and does not include the time spent on customs clearance and additional handling of the goods.

If the goods were not delivered by the agreed deadline or if, in the absence of an agreed deadline, the actual duration of the transport, taking into account the specific circumstances (in particular partial loading or the time required under normal circumstances to complete the goods to full loading) exceeds a reasonable time, the goods are deemed to have been delivered with a delay.

A claim for damages for delay in delivery is only justified if the claimant proves that the delay has caused him or her harm. The carrier is obliged to pay compensation for proven damage up to the amount of the carriage fee.

8 CARGO

The Client is responsible for ensuring the correct packaging and marking of the cargo.

The Client is responsible for loading and properly securing and unloading the goods. The Client shall also pay all costs related to charging and indemnify any damage incurred. Cargo is handed over in the cargo compartment (trailer, trailer, container, etc.).

9 PAYMENT OF THE FEE

Payment is made according to the price offer, actual cargo volume, weight, etc. and the cooperation agreement between "Kuehne+Nagel" SIA and the Client. In the absence of a cooperation agreement, the transport invoice must be paid in advance or according to the agreed credit terms.

"Kuehne+Nagel" SIA has the right to apply a lien to the cargo if the Client has failed to pay the invoices issued for the services provided by "Kuehne+Nagel" SIA. Upon exercising the right of pledge, the Client must also compensate for the costs arising therefrom.

All complaints regarding the fulfilment of orders and issued invoices must be submitted to "Kuehne+Nagel" SIA in a format that can be reproduced in writing no later than within 7 calendar days from the date of submission of the invoice; Later complaints will not be considered.

Submitting a complaint on time does not release the invoice from the obligation to pay on time.

In case of delay in payment of the invoice, the Client undertakes to pay a penalty for late payment of 0.1% of the delayed amount for each delayed day until the invoice is paid in accordance with the invoice, unless otherwise stipulated in the contract entered into between the Client and "Kuehne+Nagel" SIA.

The Client shall not have the right to set off its claims against "Kuehne+Nagel" SIA or refuse to perform its obligations on any grounds. /That would be against the law/.

10 NOTIFICATION OF DAMAGE AND LIABILITY

The Client must reflect on any damage caused to the goods during the performance of the transport order on the delivery note of the goods or draw up a separate report on it. The Client must immediately send the waybill or act to "Kuehne+Nagel" SIA by e-mail at the address knrix.fo@kuehne-nagel.com

In the case of damage to the goods or partial loss of the goods, which the Client could not notice upon receipt of the goods, the Client must send a report thereon to "Kuehne+Nagel" SIA within 7 days by e-mail at knrix.fo@kuehne-nagel.com

The liability of "Kuehne+Nagel" SIA in the event of damage to or loss of goods is limited in accordance with the Convention on the Contract for the International Carriage of Goods by Road. Other liability that is not limited in this article is regulated by the liability terms and conditions of the general terms and conditions of In matters not covered by these General Terms and Conditions, the parties shall be guided by the current FIATA rules.

11 TRADE RESTRICTIONS

Customer declares that (a) Customer and its owners and all persons involved in Customer's shipments and transactions, including their respective owners, and (b) Customer's transactions in connection with which Kuehne + Nagel ("KN") provides services, shall not be subject to any applicable U.S., EU or domestic customs, import, export and trade restrictions or sanctions laws and regulations that may prohibit such services.

Customer will provide CN in writing with all documents and information, including, but not limited to, commodity classification numbers, customs values, countries of origin, export control classification numbers, and any required export, re-export, transit, or import licenses, permits, or exemptions ("Customer Data") necessary for KN to provide its services in accordance with applicable laws and regulations.

The Client confirms that the Client Data is complete and accurate. The customer shall immediately inform KN of any errors, discrepancies, incorrect statements or omissions in the Customer Data submitted by KN on behalf of the customer to customs or other authorities or third parties.

Customers acknowledge that KN is not a registered exporter, registered importer, tax agent, final consignee or end-user and that KN cannot sign government forms on behalf of such people.

The Client shall indemnify and hold harmless KN and all KN's affiliates from and against any and all claims, costs, losses, fines and damages, including reasonable attorneys' fees, arising out of or in connection with the Client's breach of its obligations under this clause.

12 IMPLEMENTING PROVISIONS

In matters not covered by these General Terms and Conditions, the parties shall be guided by the current FIATA rules.