

**VOLVO**

**Volvo Logistics Corporation**

**General Terms and Conditions**

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## **General Terms and Conditions for Volvo Logistics Corporation and Associates (members of the AB Volvo Group of Companies).**

Volvo Logistics Corporation's ("VLC") General Terms and Conditions concerning forwarding, carriage and other logistic activities.

### **1. OBJECTIVE AND APPLICABILITY:**

**1.1.** These General Terms and Conditions are intended to provide standard terms and conditions, which can govern the activities of forwarder/carrier/logistics provider on an equitable basis in respect of their Customers and take account of liabilities in accordance with applicable laws and conventions.

**1.2.** They will apply in the absence of or subject to any written contract with the Customer and may cover forwarding, carriage, logistics purchasing, or development or other activities connected with its business, service equipment and products, storage in the course of business for the Customer and/or other activities normally associated with such business or requested by the Customer to be carried out in the course of or in support of the activities.

### **2. DEFINITIONS:**

**2.1. VLC:** Volvo Logistics Corporation and Associates, Members of the AB Volvo Group of Companies and/or, if appropriate, their Contractors, agents and their respective personnel.

**2.2. Customer:** A person or body who requests VLC to arrange for Services with whom VLC agrees so to do.

- 2.3. Service:** The arranging of or undertaking of the carriage or storage of goods and associated activities including consultancy, product equipment or service development and purchase and logistic advice, data input, IT system provision from initiation by the Customer to completion by VLC.
- 2.4. Force Majeure:** A hindrance to the performance of the contract beyond the direct control of VLC or the Customer, each party being under an obligation to notify the other of the occurrence of such an event and of its ceasing to be a hindrance as soon as practicable.
- 2.5. Contractor:** A contractor or subcontractor of VLC, which undertakes any part of the Service. For the avoidance of doubt, it includes any Contractor whether providing carriage or any other activity in connection with the Service

### **3. PERFORMANCE:**

#### **3.1. VLC's obligations:**

VLC shall:

- 3.1.1.** look after the interests of the Customer so far as it reasonably can and, subject to the later provisions of these terms and conditions, shall not cause any loss of or damage to the goods.
- 3.1.2.** in the event of a change of plans being necessary to enable delivery to the named consignee, provided it was not reasonably practicable or possible to obtain authority from the Customer, be entitled to recover any additional cost from the Customer.
- 3.1.3.** deliver the goods within a reasonable time

- 3.1.4. so far as it reasonably can, keep the Customer advised of delays in progress.
- 3.1.5. enable track and trace, where this is reasonably available at the reasonable cost of the Customer, if agreed in writing.
- 3.1.6. ensure that, where possible, use of Contractors shall be governed by its ISO procedures and any claims against a Contractor or other third party for loss, damage or delay shall be advised to the Customer so that the Customer may pursue it or may instruct VLC to do so on his behalf and its cost.
- 3.1.7. maintain its ISO accreditation for Certificates pursuant to ISO 14001 and ISO 9001.
- 3.1.8. notify any potential claim for loss or damage against a third party
- 3.1.9. ensure that its Contractors are monitored for performance of the relevant part of the Service and report as reasonably required by the Customer.
- 3.1.10. ensure that the service is within the scope of the Customer's requirements.
- 3.1.11. in respect of any non-transport service follow the proper instructions of the Customer.
- 3.2. **Customer's obligations:**
  - The Customer shall:
    - 3.2.1. ensure that the Service shall be lawful and that any goods are not the subject of any claims, embargoes or other hindrance preventing or interfering with the carrying out of the Service and shall indemnify VLC for any costs or loss thereby incurred.

- 3.2.2.** ensure that the goods are accurately described and valued and that all information required by any sub-carrier, insurer or port or customs authority is provided including (but not limited to) Hazardous Goods, Ex EU carriage, non-EU goods and Port Authorities.
- 3.2.3.** ensure that any handling instructions are provided and that lashing and securing points on the goods or packaging (if appropriate) are visibly identified and that any goods packed, stowed or loaded by the Customer shall be entirely in accordance with all applicable laws and regulations.
- 3.2.4.** ensure that VLC receives written instructions if the goods are to be delivered to any person other than the named consignee.
- 3.2.5.** ensure that all goods which are or may be harmful, are correctly defined, packed and declared in accordance with any applicable laws relating to hazardous or potentially hazardous material.
- 3.2.6.** pay in advance for the Service unless some other payment terms have been agreed in writing and to pay all additional costs reasonably incurred in order to perform the Service including (but not limited to) third party fees, imposts and charges.
- 3.2.7.** ensure that the Service is accurately and completely defined and that all relevant information is available to VLC.
- 3.2.8.** hold harmless VLC and/or its servants, agents, contractors and subcontractors, against any claims, loss or damage arising wholly or partly from any default of the Customer, its servants, agents or contractors or subcontractors including but not limited to any default pursuant to Sub-paragraphs 1-7 above.

**3.2.9** In relation to any non-transport service, ensure that the scope is fully specified and approve recommendations before implementation.

**3.2.10** Unless otherwise agreed in writing and signed by all parties, all intellectual property rights shall belong to VLC or (if appropriate) to any entity which has licensed the use of such rights to VLC. No authority to use any technology or property subject to such intellectual property rights is given, any arrangements for use must be agreed in writing and signed by all parties.

**4. PAYMENT:**

**4.1.** Payment to VLC for the Service shall be a reasonable amount if not agreed in writing and shall become due prior to the commencement of the performance of the Service, unless otherwise agreed in writing. VLC shall be entitled at any time during the course of the Service, to cease it, if due payment for the Service has not been made, and to hold the goods at the cost of the Customer pending payment.

**4.2.** Interest will be charged on overdue payments and will be calculated according to Euribor + 12%, (Euribor = Euro Interbank Offered Rate) .

**4.3.** VLC shall be entitled to withhold payment of any supplier, if any invoice remains unpaid which relates to the Service and the Customer shall indemnify VLC against all consequences thereof, direct or indirect.

- 4.4.** Upon the occurrence of an event of Force Majeure all costs reasonably incurred or incurable by VLC relating to a part of the Service which has been carried out or which has not commenced but in respect of which steps have been taken to commence it, shall be due and payable together with reasonable administrative fees in respect thereof.
- 4.5.** VLC shall have a lien on any goods of the Customer under its or its supplier's control in respect of any payments due from the Customer and provided it shall first advise the Customer of its intention to sell the same it may do so and account to the Customer for any surplus thereby arising.
- 4.6** VLC may set off and recoup debits and credits, including attorney fees and costs of enforcement, against any of the Customer's accounts regardless of basis for such debits or credits and without additional notice.
- 4.7** If any payments from the Customer are overdue, then the Customer hereby authorises VLC to require that such sum (s) are paid directly to VLC by any customer to the Customer together with interest and any expenses incurred by VLC in collection, provided that such sum (s) are due in connection with a service rendered to that customer by the Customer.

**5. LIABILITY:**

- 5.1.** VLC's liability shall be limited as follows:
- 5.1.1.** In relation to contracts of carriage by road (including associated storage), whether as forwarder or actual carrier, to the limitations and by the exclusions set out in the CMR convention.

- 5.1.2.** In relation to the carriage of goods by sea, whether as forwarder or as actual carrier, to the limitations and by the exclusions set out in the Hague-Visby Rules or in respect of voyages to and from the US, the US Carriage of Goods by Sea Act 1936, COGSA.
- 5.1.3.** In relation to the carriage of goods by air (including associated storage), whether as forwarder or as actual carrier, to the limitations and by the exclusions set out in the Montreal Convention.
- 5.1.4.** In relation to the carriage of goods by rail (including associated storage), whether as forwarder or as actual carrier, to the limitations and by the exclusions set out in the CIM Convention.
- 5.1.5** In relation to the carriage of goods (including associated storage), whether as forwarder or as actual carrier, by individual or multimodal transport then the applicable sub-paragraph 5.1.1-5.1.4 shall apply from delivery of the goods to the original carrier until the handing over of the goods to the consignee or to the on-carrier.
- 5.2.** For any other part of the Service not subject to one of the above Conventions and not within sub-paragraph 5.3 below, liability shall be limited by any relevant and/or usual conditions applied to modes of carriage or storage by any local statute or regulation or by any professional freight forwarding organisation involved in the activities of such modes and of which the Customer is or should reasonably be aware. In any event, liability shall be limited to SDR 1.000.000 per incident or series of incidents or to SDR 8.33 per kilogramme gross of the goods or the part of them that has been lost, devalued or damaged, if less.

- 5.3 For any part of the service which may be consultancy or product or service development or purchase, liability shall be limited to SDR 50.000 per incident or series of incidents.
- 5.4 Subject as above, compensatory damages for loss or damage beyond economic repair shall be paid based upon the invoice value (CIF) of the goods or the market value, whichever is the less. No compensation will be given for any value over and above that level.
- 5.5 Subject as above, in the case of damaged goods compensatory damages shall also be limited to the diminution in value of the goods and VLC may elect to pay the value of the goods assessed as per subparagraph 5.4 above. In such case title shall transfer to VLC and the Customer shall do all such things as may be necessary to perfect such transfer at the reasonable cost of VLC.
- 5.6 Compensation for delay shall be payable only when specific terms for delivery and delay have been agreed in writing, or, if none, when the complaint of delay has been notified in writing and VLC has failed to deliver or to arrange the delivery of the goods within a reasonable time thereafter, having regard to all relevant circumstances. In no case shall compensation exceed the actual freight paid in respect of the delayed goods.
- 5.7 **Exclusion of Consequential Damages.** Neither party shall be liable to the other party for any purely economic losses, including but not limited to loss profits, revenue, use, data, business opportunities or customer goodwill, special, punitive, consequential or indirect damages, in connection with the Agreement or the Services provided hereunder.

**5.8 Exclusion of Other Remedies** .Except for claims arising out of (i) fraud, intentional misrepresentation or wilful misconduct; (ii) a breach of Intellectual Property Rights or Confidentiality; or (iii) non-payments by the Customer, neither party shall have any remedy for any claim or cause of action against the other in any way related to or arising out of: (a) this Agreement; or (b) the performance or non-performance of the Services, except for the remedies expressly provided by this Agreement (including indemnification rights) and as such remedies are limited by this Agreement.

**5.9** In the event of any conflict between these General Terms and Conditions and any of the above mentioned Conventions (Paragraph 5.1) or National Law which applies compulsorily then in a case where such Convention or National Law applies, then the terms of such Convention or National Law shall be deemed to override these General Terms and Conditions.

**6. CLAIMS:**

**6.1.** Any claim for damage, loss or delay against VLC or any Contractor shall be lodged in writing with VLC within any time limits required if one of the above Conventions ( Paragraph 5.1.1-4) applies or, if not, then within seven (7) days of receipt of the goods. Failure to give such notice within seven (7) days shall put the burden of proof upon the Customer to show that the damage or delay was caused by the VLC, that actual loss occurred and that any damage arose before completion of the Service or the relevant part thereof. In all cases where they apply the provisions of the Conventions referred to in Paragraphs 5.1.1-4 above shall be paramount.

**6.2.** Legal proceedings may only be brought within one (1) year of the time when the consignment was or should have been delivered or (in the case of goods stored) from the earliest day upon which the Customer might reasonably have discovered the event giving rise to a right to claim and provided notice pursuant to Paragraph 6.1 above was duly given, otherwise the right to claim shall be lost.

**7. DISPUTES:**

**7.1.** Notice of claim shall be lodged in writing with VLC immediately in respect of actual and visible damage or delay and as soon as possible after the damage or delay is or could reasonably have been ascertained and in any event within a reasonable time of the carrying out of the Service or the relevant part thereof.

**7.2.** In the absence of any written agreement to the contrary, the law of England and Wales shall apply and any dispute shall be taken to Arbitration under the Arbitration Act 1996 or any statutory amendment or re-enactment thereof before a single Arbitrator appointed (if not agreed) pursuant to that Act.

**8. SEVERABILITY:**

In the event of the invalidity or unenforceability of any provision (or part thereof) of these General Terms and Conditions, the invalid or unenforceable provision (or part thereof) shall be deemed omitted or, as the case may be, reduced in scope or duration to the extent necessary to render such provision (or part thereof) enforceable and otherwise each part or provision of these General Terms and Conditions shall remain in full force and effect.

**9. CONFIDENTIALITY:**

All information concerning the Services and terms, rates and conditions of business, including these General Terms and Conditions, will be kept confidential and will not be published or discussed with any person, without the express written agreement of VLC and the Customer.