



## EB Road Cargo Product Terms & Conditions

*All assignments are conducted in accordance with the current EB Road Cargo Product Terms & Conditions and NSAB 2015*

All agreements on the transport of goods, whether domestic or to/from Sweden, entered into between EB Road Cargo and the transport customer are subject to these Product Terms & Conditions unless otherwise agreed. The Product Terms & Conditions comprise part of the transport agreement.

### 1. Scope

EB Road Cargo transport assignments encompass collection and/or distribution by road within or to/from Sweden. The scope is described in a separate price appendix.

#### 1.1 Transport orders

Orders must be placed no later than 4 pm the day before transport unless otherwise agreed. The correct order information, a correctly completed waybill and correctly addressed packages are required for EB Road Cargo to conduct the transport as agreed. The mandatory order details are:

Sender's name and collection address

Agreement number

Recipient's name, delivery address and town (not PO box number or the like)

Payer's customer number (if recipient or other party paying)

Number of packages, dimensions, weights and

volumes/loading metres

Goods type

Any additional services

For international transport, Combiterms 2000 applies

#### 1.2 Sending goods

##### Packaging

It falls to the sender to pack the shipment with consideration for its sensitivity, such that it can withstand the normal physical effects of groupage transport. The packaging shall also be such that your goods cannot cause damage to other goods during transport/handling.

#### 1.3 Loading

Goods are loaded through the side of the vehicle from either a loading bay or



ground level. Loading requires headroom of at least 4.5 m. Once the vehicle has arrived at the sender, loading is expected to begin immediately and to be completed within the agreed time.

A surcharge is debited for any additional time. Loading on Saturdays, Sundays and public holidays is offered as an additional service.

#### **1.4 Load securing**

The sender is responsible, to the extent it falls to them, for securing the goods in accordance with the Swedish Transport Administration publication on securing loads for road transport, *1999:74 Säkring av last på väg* ([www.yrkestrafiken.se](http://www.yrkestrafiken.se)). When special equipment is required for load securing, that is, equipment other than lashing straps, the sender shall acquire and provide said load securing equipment. This responsibility also includes loading the goods in such a way as to avoid damage to the goods from the normal physical effects of transport. Hazardous goods are to be secured in the transport unit in accordance with the requirements of the applicable regulations (ADR, RID, IMDG Code, etc.).

#### **1.5 Goods markings/transport information**

In order for EB Road Cargo to conduct the transport assignment as agreed, the sender must have issued an SIS waybill or a completed transport document approved by EB Road Cargo, and the goods must have been marked in a correct and satisfactory manner.

#### **1.6 Goods receiving**

The recipient is responsible for, to the extent it falls to them, unloading. Goods are unloaded from the side of the vehicle to either a loading bay or ground level. Unloading requires headroom of at least 4.5 m. Once the vehicle has arrived at the recipient, unloading is expected to begin immediately and to be completed within the agreed time. The shipment is then to be signed for by the recipient unless otherwise agreed.

#### **1.7 Definitions**

*Shipment* refers to the goods that are listed on the waybill/transport document from a sender to a recipient at another location and that are to be handed over for transport on a particular occasion. A shipment cannot comprise a larger weight/volume than the vehicle's load capacity. In the case of *bulky goods* that, due to the nature of the items or the packaging, do not permit normal groupage transport or maximum utilisation of the loading space, the freight is calculated based on the loading space the goods require. For weight per loading metre, see the table under



the heading Dimensions, weight and volume.

Loading metre refers to a one metre length or the loading space encompassing its full width and height. Actual weight or gross weight refers to the weight the scale registers for the shipment including packaging and any cargo accessories (e.g., pallets).

*Volume weight* refers to a shipment's volume (length x width x height) expressed in m<sup>3</sup> to two decimal places, including packaging and cargo accessories (e.g., pallets), multiplied by its weight (see under the heading Dimensions, weight and volume) or, in the calculation of loading metres, the number of loading metres to one decimal point multiplied by the weight in the table under the heading Dimensions, weight and volume. *Chargeable weight* refers to the larger of the actual weight and the volume weight.

#### Dimensions, weight and volume

The price of the transport is determined in relation to the weight of the goods. In the case of goods that take a great deal of space in relation to their weight, instead the price is determined by the volume weight. Volume weight is measured in kilos per cubic metre, pallet space or loading metre as follows:

##### Within Sweden

1 cbm (cubic meter) = 280 kg

1 psp (pallet space) = 780 kg

1 ldm (loading metre) = 1950 kg

Goods longer than 2.4 metres are charged at 225 kg per metre

##### International

1 cbm (cubic meter) = 333 kg

1 psp (pallet space) = 800 kg

1 ldm (loading metre) = 2000 kg (Nordics)

1 ldm (loading metre) = 1950 kg (outside Nordics)

Goods longer than 2.4 metres are charged at 225 kg per metre

The cubic metre is the applicable measure for goods that can be loaded in stackable pallets with a maximum height of 1.30 metres. In the case of higher pallets and pallets that cannot be stacked, pallet space is the applicable measure.

In the case of goods requiring the full width of the loading space, the applicable measure for calculating weight is the loading metre.



## 1.8 Special rules

Special agreement must be reached for shipments requiring special devices or

where access is limited by environmental zones, axle weight, local traffic regulations or transshipment to another vehicle for loading or unloading. Special agreement must also be reached for collections from several senders for the same recipient.

Certain types of goods and items, as specified below, can be accepted for transport as a special undertaking only after reaching agreement in advance:

- for domestic transport items higher than 2.2 m or longer than 6 m or wider than 2.4 m
- items requiring special devices for transport, loading, unloading or lashing
- items of such weight, width and length that transport requires an exemption from the applicable traffic regulations
- items that cannot suitably be loaded together with other goods
- goods resulting in uneven weight distribution
- items with insufficient packaging
- valuable items
- live plants
- fresh fish on ice
- live animals, when the authorities have approved transport
- foods that according to the Swedish National Food Agency's regulations are to be transported at a certain temperature
- other goods requiring temperature regulation
- tobacco
- wines and spirits
- post
- weapons
- hazardous waste and waste (only direct transport)
- pharmaceuticals

Securities, cash and personal effects/movables, radioactive substances/ADR class 7, live or dead animals, cadavers/body parts, urns or the like containing ashes are not accepted for transport.

## 1.9 Transport of hazardous goods

The transport of hazardous goods requires supplementary transport documentation and related special hazardous goods information (goods declaration). In the case of shipments containing hazardous goods, the



sender shall package, classify, label and mark the hazardous goods, as well as declare the hazardous goods in accordance with the regulations for the concerned transport method, ADR, RID (ADR-S, RID-S), IMDG Code or DGR. In the case of hazardous goods of different types that must not be loaded together on the same vehicle or a shipment that due to its size cannot be loaded as a whole in a transport

unit, separate documentation must be issued.

A transport card must, when the regulations require, be included with the waybill/transport document.

In cases where the hazardous goods are to be loaded into a container and transport is to be followed by sea freight, a signed packing certificate/stuffing certificate must be prepared by the party responsible for loading the goods and be included with the other documentation. Each package must be adorned with the prescribed marking and labelling.

### **1.10 Goods and storage insurance**

Goods insurance is not included in the transport assignment.

### **1.11 Distance**

When calculating the freight, only the distance between the primary locations (terminals) is used.

Distances are retrieved from the Swedish Transport Administration's distance table. In the case of deliveries to Gotland, 15% is added to the distance.

### **1.12 Transport to/from non-EU country**

In the case of transport to/from a non-EU country, the customer is responsible for the complete customs clearance documentation for the goods, as well as the costs of such customs clearance.

## **2. Prices and payment terms**

### **2.1 Price**

EB Road Cargo debits the price agreed with the transport customer as per the price appendix. The price excludes VAT. Freight is calculated per shipment. The amount of the transport price is calculated from weight or volume (which is translated into weight) and the distance between the terminals.



In addition to the transport price specified in the price appendix, there may be surcharges for certain types of transport requiring measures, equipment or devices other than those agreed. If a shipment for transport is not received in its entirety, and the remaining package or packages are handed in later, these are considered a new shipment. If the transport document/waybill is missing or contains incorrect weight or volume information, EB Road Cargo retains the right to check the weight and dimensions. The new weight/volume information will be added to the transport document/waybill for calculating the transport price. The fees that are charged when the agreed terms and conditions are not followed can be found under section 6 Surcharges.

## **2.2 Price clause**

Price adjustments any agreement on the adjustment of prices or the basis for price changes is presented in the price appendix. All prices presented in the price appendix are subject to FSC and VAT.

Fuel surcharge, FSC Each transport order covered by an invoice is subject to FSC. EB Road Cargo's FSC is based on official indices established by Statistics Sweden and the Swedish Association of Road Transport Companies, namely T08. The current FSC can be found at [www.roadcargo.se](http://www.roadcargo.se).

Price changes outside EB Road Cargo's control EB Road Cargo has, one month after providing written notification, the right to compensation for any unforeseen costs for the services offered under this agreement attributable to government decisions on changes to or the introduction of statutory fees and/or taxes or the decisions of any other third party outside Road Cargo's control.

## **2.3 Payment terms**

Transport shall be paid in full by either the sender or the recipient. The sender is liable to pay all costs attributable to a shipment that is not collected by the recipient.

If EB Road Cargo invoices the recipient and they refuse to pay, citing an agreement between the recipient and the transport customer that deems otherwise, the transport customer is liable to pay the freight. This also applies if the recipient, after the due date has passed and following a reminder, has failed to pay the freight. EB Road Cargo's general payment terms are thirty (30) days net from the invoice date, unless EB Road Cargo demands payment in cash.

The invoiced amount shall be received by EB Road Cargo no later than the due date specified on the invoice. As of the due date, late payment interest is charged at the current reference rate plus 15 percentage points. Fees for written payment reminders



are charged as per the Swedish act on the reimbursement of debt collection costs. Any objections to an invoice must be made to the referenced issuer as soon as possible and before the due date. In the case of an objection to an invoice, any undisputed amounts are to be paid without fail.

## **2.4 Lien**

Any amount that has fallen due and remains unpaid gives EB Road Cargo the right to in a satisfactory manner sell as much of the goods as necessary to cover, in addition to costs, EB Road Cargo's total claim on the customer. EB Road Cargo shall, to the greatest extent possible, in good time inform the transport customer of the actions EB Road Cargo intends to take as regards selling the goods.

## **3. Additional provisions for domestic transport**

### **3.1 Other additional provisions**

Right of disposition. The sender has the right of disposition of the goods until such time that the goods have been handed over to the recipient or placed at their disposal at the designated location. As of this time, the recipient has the right of disposition.

Impeded goods handover. If the goods handover is impeded and the sender does not provide the necessary instructions for how EB Road Cargo is to proceed, EB Road Cargo has the right to sell the goods:

a) immediately, provided that the goods are prone to spoiling or rapid deterioration or require excessively costly upkeep; or b) 60 days after they were received for transport in the case of other goods.

## **4. Liability during transport**

EB Road Cargo's liability as a carrier begins when EB Road Cargo, through its authorised personnel, has received the shipment for forwarding and ceases when the shipment has been either handed over to the recipient at the destination or placed at their disposal, as per 1.6.

If agreement has been reached for the sender, without EB Road Cargo's involvement, to consolidate entire cargo units for transport with EB Road Cargo and EB Road Cargo is thereby prevented when collecting a unit from conducting the standard inspection of the individual component packages upon receiving said



cargo unit, EB Road Cargo is liable for damage to or the loss of individual packages only on the condition that the damage or loss can be shown to have occurred while EB Road Cargo was responsible for the shipment and for reasons attributable to EB Road Cargo. In the case of subsequent transport by different carriers, EB Road Cargo is not liable if it can be considered probable that the damage was not incurred while EB Road Cargo was responsible for the shipment. If an agreement is in place on temperature-regulated transport, Road Cargo is liable for damage to goods incurred as a direct result of the agreed temperature range not being maintained in the loading space. If the goods are handed over to EB Road Cargo in such condition, for instance in terms of ripeness or age, or at such a temperature that they are not in a fit state for transport of the intended type, EB Road Cargo is, however, to be freed from liability.

The customer's preferences or terms regarding delivery, as expressed on, for example, the waybill/transport document, are not binding for EB Road Cargo.

#### **4.1 Complaints**

Damage, reduction in value or loss that is visible shall be reported immediately upon receipt of the goods and noted in the signed copy of the transport document or other document. The recipient of a shipment is obligated to immediately upon receiving the goods check for any damage concealed by the packaging.

Concealed damage shall be reported to EB Road Cargo as soon as possible and no later than seven (7) days after receiving the shipment. EB Road Cargo is not liable for concealed damage that is reported after transport if the goods were previously transported or handled by another party and were not checked for concealed damage before the last transport leg.

Damage to goods incurred as a result of the agreed temperature range not being maintained in the loading space shall be reported when the goods are handed over.

## **5. Additional services**





### **5.1 Notification**

When requested by the sender, the price for delivery notification is SEK 75 per shipment. The recipient's phone number must be specified on the waybill and when booking.

### **5.2 Chassis rental**

Transport with a container chassis includes one hour at the customer's disposal free of charge, after which a chassis rental of SEK 100 for each full or partial hour is charged, up to a maximum of SEK 400 in a 24-hour period.

### **5.3 Extra staff**

On occasion, the nature of the goods requires extra staff for loading/unloading. Such circumstances shall be declared before EB Road Cargo is to load/unload the goods.

The price of this service is SEK 350 per extra staff member and whole or partial hour and a minimum of SEK 700 per assignment. On Saturdays, Sundays and public holidays, this fee is SEK 650 per extra staff member and whole or partial hour and a minimum of SEK 2000 per assignment.

### **5.4 Hazardous goods**

EB Road Cargo transports hazardous goods. See the definition under section 1.9 of *Product Terms & Conditions for Road Transport*.

The transport card (when the regulations require) and goods declaration must always be included with the waybill/transport documentation. The price for hazardous goods is SEK 375 per shipment.

In those cases where EB Road Cargo transports hazardous goods to and from the Port of Gothenburg, the price is SEK 450 per shipment.

### **5.5 Pallet transfer system**

On each invoicing occasion, EB Road Cargo debits SEK 15 per pallet for the use of the pallet transfer system. Please note that a separate agreement is required. For pallets that are not returned, a fee of SEK 100 per pallet is invoiced.

### **5.6 POD**

Hard copy of the signed transport document/waybill: SEK 75



### **5.7 Technical devices**

Reasonable charges are debited for technical devices. The need for such devices must be agreed when booking.

### **5.8 Set times**

Road Cargo offers set times for loading and unloading, with a window of  $\pm 30$  minutes. This is to be agreed separately when booking. The waybill must be marked with a special sticker. Price: SEK 500 per shipment.

### **5.9 Permits**

We can apply for any necessary permits on behalf of the customer. The price for this service is agreed on a case-by-case basis.

### **5.10 Waybill printout**

For customers who so require, we can arrange to print the waybill.  
Price: SEK 100 per waybill.

### **5.11 Extended credit period**

For customers who prefer payment terms other than weekly invoicing with fifteen days of credit, we debit a credit fee of 0.208% per five-day period, corresponding to an annual interest rate of 15%.

### **5.12 Side loader**

The use of a side loader (SIMA) for collection/distribution includes the unit being directly unloaded/collected. It does not include any loading/unloading time. Loading/unloading with a side loader is debited at SEK 350 for every whole or partial half hour.

## **6. Surcharges**

### **6.1 Fuel surcharge**

Each transport order is subject to a fuel surcharge. For information about the current level, please visit the EB Road Cargo website, [www.ebroadcargo.se](http://www.ebroadcargo.se)

### **6.2 Extra loading/unloading time**

The times for loading/unloading included in the transport price for each weight range are presented below. Here the weight refers to the total chargeable weight



loaded or unloaded on the same occasion. Weight in kg:

1-99 = 15 min

100- 999=20min 999=20 min

1000-4999 = 30 min

5000-20999 = 45 min

2100-fully loaded vehicle = 60 min

If the work takes longer or the time limit is exceeded, a surcharge of SEK 350 per whole or partial half hour is debited.

### **6.3 Extra waiting time**

The transport times presented in the price list are based on loading/unloading beginning immediately upon the vehicle's arrival at the sender/recipient. On those occasions we are not permitted to load or unload the goods immediately upon arrival, a fee of SEK 350 per whole or partial half hour is debited.

### **6.4 Incomplete or incorrect transport instructions**

Incomplete or incorrect transport instructions: SEK 75 per waybill.

### **6.5 Congestion charges**

All shipments to locations subject to congestion charges are debited a fee for each shipment as follows:

Weight in kg SEK per shipment

1-999 kg SEK 50 per shipment

1000+ kg SEK 150 per shipment

### **6.6 Returns and extra distribution**

If delivery cannot be made due to the recipient not being available on a weekday between 7 am and 5 pm or the recipient not accepting the delivery, Road Cargo will deliver the goods to the nearest EB Road Cargo terminal. *EB Road Cargo debits the customer for returns and terminal rental, with a minimum charge of SEK 300 per shipment. Subsequent delivery is debited as a new transport assignment.*

### **6.7 Delivery changes**

Delivery changes refers to cases where the sender, on the basis of their right of disposition, changes the transport instructions. The fee for delivery changes is SEK 175 per shipment.



### **6.8 Terminal rental**

Uncollected goods remaining at the terminal incur a terminal rental charge as of the fourth day amounting to SEK 20 per 100 kg per 24-hour period and a minimum of SEK 150.

### **6.9 Cancelled pickup**

If a booked shipment is cancelled the day before the scheduled collection, the customer is debited 50% of the calculated freight for the assignment. If the cancellation is made the same day as the scheduled collection, the entire calculated freight is debited. These rules are only applied in cases where EB Road Cargo has not received any new bookings to compensate for the cancelled shipment.