Booking Terms and Conditions

This document contains the terms and conditions for all bookings made with WestdijkSweden. By making a booking with us, you accept these terms and conditions.

Definitions

- CMR: Convention on the Contract for the International Carriage of Goods by Road
- NSAB: General Conditions of the Nordic Association of Freight Forwarders

Liability and Insurance

- 1. **CMR Carriage Agreement:** All bookings with WestdijkSweden shall be governed by the provisions of the CMR.
- 2. **NSAB 2015:** WestdijkSweden uses the provisions of the NSAB 2015 with exceptions for the time guarantee in § 7, § 19B, and § 25A, which apply to all contracts. NSAB 2015 entitles us to limit our liability and to cover all our claims due for payment through the sale of the customer's property under our control.
- 3. **Insurance:** WestdijkSweden carries liability insurance by the CMR. However, we recommend that the customer take out additional insurance to cover the total value of their goods.
- 4. **Liability:** WestdijkSweden is not responsible for any loss or damage to the goods caused by circumstances beyond our control, such as accidents, strikes, or acts of nature.
- 5. **Force Majeure:** If circumstances beyond our control (such as war, civil unrest, or natural disasters) prevent us from fulfilling our obligations under a booking, we will not be held liable for any damages or losses incurred.

Booking, Cancellation, and Validity

- 6. **Booking and Cancellation:** All bookings are subject to availability. <u>Click here for our cancellation terms.</u>
- 7. **Period of Validity:** All quotes provided by email are subject to 30 days' validity unless otherwise indicated.
- 8. **Customs:** All quotations provided by WestdijkSweden exclude customs. It is the responsibility of the exporter/importer to provide all necessary and correct information and customs documentation in advance of the cargo being collected. Failure to provide accurate information and documentation may delay your shipment, and any costs incurred due to this will be passed onto the customer.

Loading and Unloading

9. **Loading and Unloading:** The customer is responsible for loading and unloading the goods unless otherwise agreed in writing. Our drivers and vehicles are available for

- assistance, but this does not relieve the customer of their responsibility for loading and unloading the goods.
- 10. Tarpaulin Sheeting: When tarpaulin is requested to cover the cargo, it is contingent upon the cargo being suitable for tarpaulin sheeting and assistance at the loading site. Please note that tarpaulin sheeting does not provide a completely weatherproof solution, but it protects from the most severe conditions. The tarp may flutter against the cargo during transit, potentially resulting in abrasions. We do not take responsibility for any damage caused by the tarp. In cases where the cargo is already shrink-wrapped, it is not advisable to use tarpaulin as it may damage the shrink-wrapping. To utilise tarpaulin sheeting for protection, the cargo must not be sensitive to such potential contact. We appreciate your patience and understanding in this regard.
- **11.** Waiting costs / Demurrage fees / Detention Charges: Unforeseen delays during loading and unloading may occur. Click here for our waiting costs.

Payment and Confidentiality

- 12. **Payment:** Payment for services rendered is due within 30 days of receipt of the invoice and is subject to satisfactory credit checks. Any disputes regarding the invoice must be resolved within 14 days of receipt of the invoice.
- 13. **Confidentiality:** We understand the importance of protecting your sensitive information and will take all reasonable measures to ensure your information is kept confidential and secure.

Governing Law

14. **Governing Law:** These terms and conditions shall be governed by and construed in accordance with the laws of Sweden.

Using WestdijkSweden, you agree to be bound by these terms and conditions.

If you have any questions or concerns about these terms and conditions, please get in touch with WestdijkSweden at info@westdijksweden.se or +46 (0) 31 26 41 08.

Please be advised that the quotes we provide are subject to the following conditions:

1. **Accurate Information:** Cargo dimensions, weight(s), and centre of gravity (CoG) must be accurately provided before transport planning can begin.

- 2. **Road Permits:** Necessary road permits and movement authorisations must be obtained in advance.
- 3. Access and Exit Routes: Suitable access and exit routes to the loading and unloading positions for the vehicle(s) supplied must be confirmed in advance.
- 4. **Route Confirmation:** Suitable routes at the date and time of movement must be confirmed in advance.
- 5. **Equipment Availability:** Suitable equipment must be available at the date and time of movement and confirmed in advance.
- 6. **Vehicle Conditions:** Vehicle(s) must always remain in good hard standing during transport operations.
- 7. **Cargo Details:** Detailed drawings and site inspection may be required to confirm dimensions, weight(s), specialist support points, or support methods.
- 8. **Cargo Requirements:** The cargo must be clean, operational, and capable of being driven on and off the ro-ro vessel and trailer without assistance.
- 9. **Vessel Acceptance:** The vessel/captain must accept the cargo at the time of shipment.
- 10. **Space Availability:** Space availability at the time of booking is subject to confirmation.

Clause on Police or Police Substituting Escort Costs Estimation

Please note that any estimations provided by Westdijk Sweden AB regarding police escort costs are purely speculative and are based on our experience and historical data. We do not receive official quotes or cost confirmations from the police authorities before the transport. Therefore, the actual costs invoiced by the police after the transport may vary from our initial estimation.

Limitation of Liability for Estimation Accuracy:

- Westdijk Sweden AB shall not be held liable for any discrepancies between the estimated police escort costs and the actual costs invoiced after the transport.
- Clients are advised that the actual costs may be higher or lower than our estimate.
- We provide these estimates in good faith to assist our clients' planning and budgeting process, but they should not be considered a quote or guarantee of actual costs
- Clients are encouraged to consider a contingency allowance to cover potential cost variations.

By accepting our services, the Client acknowledges and agrees to this condition and understands that Westdijk Sweden AB will not be responsible for variations between estimated and actual police escort costs.

If you have any questions or concerns regarding these conditions, please do not hesitate to contact us at info@westdijksweden.se or +46 (0) 31 26 41 08.