

## ANNEX C

### GENERAL PROVISIONS REGARDING TERMINAL HANDLING AND STORAGE OF GOODS.

These general provisions (hereinafter referred to as “Annex C”) is regarded as an integral part of the general conditions for terminal handling and storage drafted by the Swedish International Freight Association which shall be regarded as applicable on all parts of this Annex C as if repeated in full herein. This Annex C will enter into force as of 2011-04-01 (April 1st, 2011) and will remain valid and effective unless otherwise notified.

In the event the Swedish International Freight Associations general conditions for terminal handling and storage should be terminated, altered or amended, this Annex C will automatically be considered so terminated, altered or amended.

#### 1. GENERAL PROVISIONS

- 1.1 This Annex C shall apply to contracts of terminal handling and storage of loose cargo / loose goods (“unit”) with supplementary specified services (“contract”) performed by a terminal operator (“operator”) for the account of the principal (“customer”).
- 1.2 The operator shall be liable for, with the limitations and exceptions as specified in the general conditions attached hereto, that units are handled in a for the specified purpose appropriate manner in the operating terminal.
- “Terminal” is intended to mean a place and location for re-loading and storage.
- 1.3 This Annex C shall be applicable subject to mandatory national law, international conventions or rules and regulations in force having precedence. The parties may agree on other terms and conditions which may wholly or in part supplement or replace this Annex C

#### 2. TERMINAL HANDLING

- 2.1 Unless so expressly agreed by the parties, terminal handling and storage may include the following:
- 2.2 Terminal handling may include the following:
- Loading and un-loading of goods on the main arriving / departing means of transport to / from (between) point of departure and destination, with the exception of local transport to / from the terminal of the customer regardless of whether this local transport is performed by the customer or the operator.
  - Storage and / or holding of goods in a terminal or other facility in connection to an agreed upon transport.

2.3 Storage may include the following:

- Storage or holding of goods and, if the situation so requires, loading of carrier in accordance with agreed upon terms and conditions.
- In addition to the above mentioned additional services may be agreed upon in exchange for remuneration and in each separate case after special agreement in accordance with for the operator at each time valid tariffs and separate conditions.

2.4 The operator and the customer shall agree on supplementary add-on services which shall be clearly defined and specified

The operator shall have received clear and specific instructions as to what may be included in the supplementary add-on services. Furthermore, it must be distinguished between supplementary add-on services which may be regarded as necessary for the performance of the contract, and for which the operator may charge the customer even if no agreement has been made for these services, and supplementary add-on services which are performed only by agreement thereof.

2.5 Unless so expressly agreed by the parties, supplementary add-on services may include the following;

- Marking (“labeling”) of goods
- Disposition and storage of customs goods and if the case so requires customs clearance of such goods
- Storage in temperature controlled facilities
- Value-, safety- or security storage
- Handling of transport of animals
- Handling of dangerous goods

2.6 In addition to the above mentioned additional supplementary add-on services may be agreed upon in exchange for remuneration and in each separate case after special agreement in accordance with at each time valid tariffs and separate conditions in force.

### **3. LIMITS OF LIABILITY OF THE OPERATOR**

3.1 The operator will only assume liability and responsibility for these supplementary add-on services on the explicit condition that these have been agreed upon and remuneration has been made in full by the customer to the operator

3.2 In the event of damage to goods the operator shall only, subject to the limitations as specified below, be liable for such damage, loss or injury which arises as a direct and verifiable consequence of how the operator has handled the storage.

3.3 The liability of the operator for damage to, loss of, depreciation to or delay of loose goods / loose cargo (“goods”) is limited to an amount not exceeding SDR 2 / per kilo gross weight regardless of the circumstances. With regards to several damages occurring at the same time the total liability of the operator is limited to and shall not exceed SDR 50 000 at any one occurrence.

- 3.4 For delay in delivery of goods the liability of the operator is limited to the contract fee as specified in the agreement or offer.
- 3.5 The liabilities and responsibilities of the operator is further regulated in the general conditions of the Swedish International Freight Association to which this Annex C is attached.

#### **4. REMARKS**

- 4.1 Remarks regarding damage shall, in order to be legally justified against the operator, be made in writing by the customer upon pick-up or delivery through a notation on the documents or receipts of pick-up, collection or delivery. Failing this the goods shall be presumed undamaged and intact upon receipt or delivery.