

Alltrans 2007

Swedish Association of
Road Haulage Companies

GENERAL
CONDITIONS



These conditions enter into effect 1 March 2007



SVERIGES ÅKERIFÖRETAG



I. GENERAL CONDITIONS

1. SCOPE

1.1. These conditions apply regarding

- a) Swedish domestic and international carriage of goods by road in vehicles,
- b) storage of goods,
- c) other services such as
 - other assignments with vehicles and equipment, such as lifting, excavation, assembly, etc.
 - assignments within the area of logistics, services at the client's premises, goods and material flow management,
 - mediation of assignments, and
 - advice within transport and logistics.

The conditions do not cover funeral consignments, conveyance of post or furniture removal. The Swedish Association of Road Haulage Companies has prepared General Conditions for the removal of household and office goods.

Carrier is according to these conditions the party who undertakes the above-mentioned assignments. Client is the party who concluded a contract with the carrier for the performance of services according to clause 1, first paragraph a) – c).

The following kinds of goods are only accepted following special agreement:

- a) Dangerous goods according to the Transport of Dangerous Goods Act (2006:263) or other goods hazardous to health or the environment.
- b) Live animals, goods sensitive to cold or heat, goods that are inappropriate for loading together with other goods, substances with strong odour, objects that considering their length, width, height or weight are illegal to be transported by road in vehicles.

2. PERFORMANCE

2.1. Calculation of road distance

By transport distance means the length of the shortest appropriate route between the place for the first loading and the place where the unloading is concluded. By distance run means the length of the shortest appropriate route that the vehicle has to cover as a result of the assignment. By driving-up distance means the length of the shortest appropriate route from the parking lot to the place for the first loading. By return distance means the length of the shortest appropriate route from the place where the unloading is concluded to the parking lot.

2.2. Loading and unloading conditions

The client is responsible, to the extent that it is his obligation, for loading and unloading, and also driving outside the public road network of the vehicle agreed for the assignment, being possible to effect without obstruction. It is a general obligation of the carrier to acquire the necessary knowledge of the circumstances of importance to implement the transport. If necessary, loading and/or unloading assistance will be provided through the auspices of the client and at his cost.

As far as possible the goods shall be unloaded at the nominated place, protected from weather and external factors of importance for the condition of the goods.

The carrier is entitled to a receipt for the unloaded quantity of goods, unless otherwise agreed.

2.3. Amendments or supplementary work

The client shall immediately notify any desired modifications or supplementary work for the assignment. If such amendment is agreed, this shall if possible be noted on the consignment document. The carrier is entitled to reasonable compensation for such amendments or supplementary work.

3. VEHICLES

Vehicles shall be provided of the agreed category and with equipment that may be considered appropriate on the basis of the details provided by the client.

It is expected that vehicles will be manned by one person (the driver). Extra staff can be made available following special agreement.

4. CALCULATION OF TIMES

Charging of times is based on the time that the carrier's services are required on behalf of the client, including for example the outward and homeward journey to a garage or a parking lot, unless the vehicle has before then been made use of for a new assignment.

The time taken will be rounded upwards to the nearest whole or half hour, although at least one hour will be charged.

5. TRANSPORT TIME SCHEDULE

The client shall ensure that the agreed transport time schedules are compatible with the applicable legislation on driving and rest periods.

6. FINANCE

6.1. Compensation

The charges for an assignment will, unless other agreement has been concluded, be based on either:

- an hourly price, according to the definition contained in Clause 4, or a combined hourly price according to which the freight for each assignment is calculated through adding first an hourly price for the time that is used for the assignment, second a price related to the transport distance,
- the transport distance,
- the price per unit; for example ton, cubic metre or load.

Value added tax according to law is additional.

Supplements for inconvenient working hours and subsistence allowance will be charged separately. Overtime compensation will be charged for times outside normally scheduled working hours. Waiting time compensation is charged for waiting time that has not been caused by the carrier.

Extra charges such as road, ferry, bridge, tipping charges and congestion taxes and similar taxes and charges, which have been entailed by the assignment, shall be charged to the client.

In the case of assignments of longer duration than six months, the agreed compensation shall be adjusted in accordance with the index appropriate for the assignment.

6.2. Interest for delay

Interest for delay is charged according to law in the event of delay.

6.3. Credit conditions

Customary credit rating on the part of the carrier represents a pre-condition for credit. The carrier reserves the right to, as a condition for credit, require sufficient security.

7. PAYMENT

If there is reasonable cause to assume that the client will not make payment of freight or other fees, the carrier may cancel the further execution of the assignment.

If the client to a significant extent delays with payment, the carrier is entitled, following written notice to the client, to revoke the contract and receive compensation from the client for the damage caused.

8. CAUSE FOR RELEASE – FORCE MAJEURE, ETC.

The following circumstances shall be deemed to provide a right to withdraw from the contract, provided they occur after the contract has been concluded, and impede its performance or become unreasonably onerous, such as: industrial conflict, though not strike or blockade as a consequence of one of the parties not performing its obligations in relation to employees, and each other circumstance such as fire, war, mobilisation or unexpected military call-up of a corresponding extent, requisition, seizure, trade and currency restrictions, rebellion and insurrection, road closure, traffic prohibitions or traffic restrictions that affect the assignment, inadequate access to fuel and faults in supplies of vehicles from a supplier or sub-supplier or delays of such supplies as a consequence of such circumstances as referred to in this clause, where the parties cannot control such circumstance.

A party who refers to a circumstance referred to in the first paragraph shall without delay notify the other party in writing of the occurrence thereof and similarly of its cessation.

9. NOTICE OF TERMINATION

For contracts that are estimated to endure for a period exceeding twelve months, considering the requirements for security of employment, a mutual period for notice of termination of six months is required.

II. LIABILITY CONDITIONS FOR TRANSPORT

10. SCOPE OF APPLICATION, ETC.

These liability conditions apply to carriage of goods by road in vehicles, first within Sweden (domestic transport), second for international transport and also other handling of goods with the use of vehicles.

For circumstances that are not referred to by these liability conditions or which are contrary to mandatory law, the Swedish Road Transport Act (1974:610) (VTL) shall apply in connection with domestic transport in Sweden, and the Act (1969:12) on Sweden's accession to the CMR Convention and the Convention of 19 May 1956 on the Contract for the International Carriage of Goods by Road (the CMR Convention) shall apply in connection with international transport.

11. THE CARRIER'S LIABILITY FOR TRANSPORT

11.1. Damage to goods

The carrier shall be liable for the total or partial loss of the goods or for damage thereto after the goods have been taken over for carriage but before they have been handed over to the consignee or made available to him at the place designated for delivery.

If total or partial loss of the goods or damage thereto has occurred, compensation is calculated according to the value of goods at the place and at the time that the same were taken over for carriage.

The carrier's liability shall be limited in the case of

- a) domestic transport to 150 kronor,
 - b) international transport to SDR 8.33,
- all calculated per kilogram on the gross weight of the lost or damaged goods.

Furthermore, freight and other disbursements in connection with the carriage are compensated to the extent that they accrue to the lost or damaged goods.

Other damage besides total or partial loss of the goods or damage thereto is not compensated (such as fixed costs, loss of commercial profit or similar indirect loss).

11.2. Delay

The carrier is liable for damage as a consequence of delay that occurs after the goods have been taken over for carriage but before they have been handed over to the consignee or made available to him at the place designated for delivery.

Delay applies when the goods have not been collected, alternatively delivered or made available to the consignee within the agreed time-limit (time guarantee) or when the time-limit for carriage exceeds what should reasonably be allowed by a careful carrier for such transport to which the delay relates (without time guarantee).

If it has not been possible to deliver the goods within 30 days after the end of the agreed time-limit or if a specific time-limit has not been agreed, within 60 days after the goods are taken over for carriage, the party who is entitled to have the goods delivered may request compensation as if the goods had been lost.

The carrier's liability for damage as a consequence of delay shall be limited to the amount of the freight.

11.3. Damage to property other than the goods

The carrier is not liable for damage to other property belonging to the consignor, the consignee, their legal representatives or another, in addition to that provided by the Motor Traffic Damage Act (1975:1410) or the Product Liability Act (1992:18) unless the carrier caused the damage by intent or through gross negligence.

12. GENERAL LIMITATION IN THE LIABILITY OF THE CARRIER

The carrier is not liable for total or partial loss, damage or delay if he proves that the occurrence resulted from the following causes:

- a) wrongful act or neglect of the claimant, which may be either the consignor, the consignee or their legal representatives,
- b) defective nature of the goods,
- c) circumstances that the carrier could not avoid and whose consequences he could not prevent.

13. LIMITATION OF LIABILITY FOR SPECIAL RISKS

The carrier is also under no liability if a total or partial loss or damage emanates from such special risks as are associated with:

- a) carriage with an open unprotected vehicle, where this is done according to agreement,
- b) improper or defective packing (wrapping),
- c) inadequate or improper marking or numbering,
- d) handling, loading, stowage or unloading of the goods by the consignor or the consignee or other party on their behalf,
- e) the nature of the goods themselves to be easily ruined or wasted, for example through breakage, leakage, decay, rust, fermentation, evaporation or normal wastage or the action of moth or vermin,
- f) the sensitivity of the goods to cold, heat or dampness, unless a contract has been concluded for temperature-regulated transport and the carrier failed in his care,
- g) carriage of live animals, unless the carrier has failed in his care.

When the carrier establishes that in the circumstances of the case, the total or partial loss or damage could be attributed to one or more of the special risks referred to in the first paragraph, it shall be presumed that it was so caused, unless it is proved that the total or partial loss or damage was not attributable to such risk.

14. GENERAL LIABILITY OF THE CONSIGNOR

The consignor is liable for costs and damage that are caused by the carrier owing to inaccurate or inadequate details being provided about the goods' content, qualities and weight, including wrapping, to the extent that these details are of importance for the calculation of the freight price or the carrier's third party liability or liability as a consequence of applicable motor traffic legislation and the Overloading Act. For dangerous goods there are special statutory provisions on liability to provide information, marking of goods, etc.

If the goods are defectively packed, marked or declared and costs arise as a consequence of this or a personal injury, property damage, environmental impairment, damage to vehicles, equip-

ment or other goods or if other costs are incurred, the consignor is liable in relation to the carrier for the damage/injury or costs, unless the defect was visible or known to the carrier when he took over the goods for carriage and he failed to make a reservation regarding the defect.

If an impediment arises, which has not been caused by the carrier for the performance of the transport in the agreed way, and if an instruction is received from the consignor, the carrier is entitled to compensation for costs entailed thereby.

The consignor is also liable for costs and damage caused to the carrier as a result of other inaccurate or inadequate details.

15. SECURING LOADS AND WEIGHT OF LOADS

The securing of the load is an obligation of the party who loaded the goods or who according to the transport contract is responsible for attending to the loading of the goods, unless otherwise agreed. The party responsible for securing the load shall ascertain the way in which the goods will be transported and also in the case of maritime transport/ferry transport, regarding which maritime area (special requirements apply for various maritime areas).

Securing of goods shall be effected in accordance with the applicable regulations and transport conditions for the means of transport in question.

The party loading the goods shall also ensure that the applicable regulations regarding the weight of loads are observed for road transport in order to prevent overloading.

If the consignor has loaded the goods he shall, if the carrier so requests, provide a certificate showing that the load has been secured and, when appropriate, regarding which maritime area and also that the weight of the load corresponds with the applicable regulations.

16. LIABILITY OF THE CONSIGNOR – DANGEROUS GOODS

If dangerous goods are handed over for carriage, the consignor is liable to ensure that the carrier is advised of the exact nature of the danger and when required about the precautionary measures that are required to be implemented. Otherwise the carrier, without any obligation to pay compensation, may implement such measures of intervention as are required to eliminate the danger, including for example unloading or destruction of the goods.

The consignor is liable for all costs, loss or damage that may arise as a consequence of the handing over of the goods for carriage or as a consequence of their carriage.

These conditions are supplemented by the Transport of Dangerous Goods Act (2006:263) and the Transport of Dangerous Goods Ordinance (2006:311).

III. STORAGE OF GOODS

17. OCCURRENCE OF THE STORAGE ASSIGNMENT

The carrier can following agreement undertake to store goods. A storage assignment shall also be deemed to have arisen when the goods in conjunction with a transport could not be delivered as a result of circumstances on the part of the consignee.

The carrier can as a stock-keeper either perform the storage assignment on his own account or as a mediator.

If the client has not provided special instructions regarding the storage of the goods, the carrier, subject to the precondition that he acts with appropriate care, is at liberty to choose between various forms of storage.

When goods are stored the carrier is liable as follows.

18. DURATION OF STORAGE LIABILITY

The storage liability lasts from when the goods are taken over for storage until they are delivered, alternatively disposed of or removed.

19. CHECKS OF GOODS IN CONJUNCTION WITH STORAGE

The carrier shall check and sign for receipt of complete packages taken over, and at the request of the client issue an acknowledgement of receipt. The carrier shall note total or partial loss or damage on consignment notes and acknowledgements of receipt. The carrier is not liable, unless otherwise agreed, for the packages taken over containing the goods or quantity specified or for non-visible damage.

20. LIABILITY OF THE CLIENT

If it is found that goods in storage owing to their nature may possibly cause personal injury or property damage, the client is liable to immediately withdraw the goods. If this is not done, the carrier is entitled to sell, render harmless or destroy the goods. The carrier is entitled to recover the costs for such measures from the client. The carrier shall in such a way, if possible before any measure is taken, notify the client.

The client shall, no later than upon putting the goods into storage, notify the carrier of the address to which messages concerning the goods should be sent and from where instructions can be obtained.

If the client has himself access to the store or if he himself performs the repackaging and/or dispatching of goods in the store, he is personally liable for any total or partial loss or damage. The client is in such a case liable to himself book deposits and withdrawals.

21. CARRIER'S LIABILITY AS STOCK-KEEPER

The carrier is liable for damage as a consequence of his failure to observe appropriate care when performing the assignment.

If goods have been totally or partially lost or damaged in conjunction with storage or upon handling in conjunction with storage, compensation shall be calculated according to the value of the goods at the probable time of the damage or defect, or if this cannot be verified, the market price for goods of the same kind at that date, but with the limitation prescribed by Clause 27.

When mediating storage assignments the carrier is only liable if he did not observe appropriate care in the choice of assistants.

22. DELAY

If the goods are not delivered within the agreed time-limit, alternatively when the time-limit for delivery has not been agreed, within reasonable time, the carrier is liable to compensate direct and reasonable costs as a consequence of the delay.

The carrier's liability for damage as a consequence of delay shall be limited to two months' rent for the goods that have actually been delayed.

If the goods are not delivered within 30 days after the end of the agreed time-limit or, if a specific time-limit has not been agreed, within 60 days after it was requested that the goods be delivered, the client is entitled to request compensation as if the goods had been lost.

23. EXCLUSIONS

The carrier is not liable for indirect loss. For money, securities and particularly valuable objects (such as jewellery, genuine pearls, precious stones, objects of processed or unprocessed precious metal, works of art, fur, etc.), the carrier is only liable if special agreement has been concluded.

The carrier is not liable for damage, loss or cost that has been caused by:

- a) handling, loading, stowage or unloading of the goods by the client or on his behalf,
- b) the nature of the goods themselves,
- c) improper or defective packing (wrapping),
- d) inadequate or improper marking of the goods,
- e) the sensitivity of the goods to cold, heat or dampness, provided a special contract has not been concluded for storage in a particular way,
- f) the wrongful act or neglect of the client,
- g) circumstances that the carrier could not avoid and whose consequences he could not prevent.

Compensation is not payable for loss of commercial profit or other indirect loss of whatever kind it may be, including sentimental value.

IV. OTHER SERVICES

24. LIABILITY FOR OTHER SERVICES

As regards other services, with or without the use of vehicles, that are not based on a road transport or a storage assignment, the carrier is liable for direct losses as a consequence of him not having observed appropriate care when performing the assignment.

When mediating such services the carrier is only liable if he did not observe appropriate care in the choice of assistants.

V. COMMON CONDITIONS

25. INSTRUCTIONS TO THE CARRIER

Instructions to the carrier shall be provided in good time before the assignment is commenced and directly to him. Information on invoices, consignment notes, etc. about goods having been sold subject to cash on delivery, information on value in consignment instructions or other indirect information in transport documents consequently does not entail any obligation for the carrier to comply with them.

26. INSURANCE

The carrier's liability shall be limited. The client should therefore, when it is considered appropriate, at his own risk and expense, take out special insurance for goods in the course of transport and/or storage.

27. LIMITATION OF AMOUNT IN CONNECTION WITH ASSIGNMENT OTHER THAN TRANSPORT

The carrier's liability according to these conditions for assignments other than carriage of goods shall be limited to SDR 8.33 per kilogram of gross weight of the lost or damaged goods.

This liability is further limited to SDR 50,000 per client, though at most SDR 500,000 for damage that occurred on one and the same occurrence of loss in relation to all clients.

If the storage assignment arose when goods upon domestic road transport could not be delivered as a result of the circumstances on the part of the consignee, the carrier's liability shall be limited to 150 kronor per kilogram of gross weight of the lost or damaged goods.

Damaged goods are compensated with at most an amount corresponding to the reduction in value.

28. OWNERSHIP OF THE GOODS

If the carrier, in conjunction with damage or loss, must compensate in full the damaged or lost goods, the ownership of the goods shall pass to him should he so request.

29. LIEN

The carrier has a lien on goods belonging to the client that are under the carrier's control, both for all of the costs accruing to the goods – fees and storage rent included therein – and for all of the carrier's other claims against the client emanating from assignments.

If the goods are lost or are destroyed, the carrier has a corresponding right to the amount of indemnity from any insurance company or other party.

In the event of non-payment of a debt that is due, the carrier is allowed to, by a secure means, sell as much of the goods as covers, besides the costs, his total claims. The carrier shall, to the extent it is possible, in good time notify the client of the measures that he intends to implement regarding the sale of the goods.

30. COMPLAINTS

30.1. Transport

In the case of domestic transport, any complaint against the carrier shall be presented without unreasonable delay. This shall in the case of visible partial loss, damage or delay be presented immediately upon the taking over of the goods and otherwise within seven days of taking over the goods. If such complaint is not presented, the right to bring proceedings lapses.

In the case of international transport, the provisions contained in Article 30 of the CMR Convention apply.

30.2. Storage and other services

In the case of visible partial loss, damage or delay that arises upon storage and other services, the complaint shall be presented immediately and otherwise within seven days computed from and including the date when the client became aware of or ought to have become aware of the circumstance(s) that form(s) the basis of the carrier's liability. If such complaint is not presented, the right to bring proceedings lapses.

31. PERIOD OF LIMITATION

31.1. Transport

Actions against the carrier shall, in the case of domestic transport, be instituted within one year.

This period of limitation is computed:

- a) in the case of partial loss, damage or delay, from the date when the goods were delivered to the consignee,
- b) in the case of total loss, from the thirtieth day after the expiry of the agreed time-limit for delivery or otherwise from the sixtieth day from the date on which the goods were taken over for carriage by the carrier,
- c) in all cases other than those mentioned here, on the expiry of a period of three months after the making of the contract of carriage.

In the case of international transport, the provisions contained in Article 32 of the CMR Convention apply.

31.2. Storage and other services

In the case of total or partial loss, damage or delay that arises upon storage and other services, proceedings shall be instituted within one year computed from and including the date when the client became aware of or ought to have become aware of the circumstance(s) that form(s) the basis of the carrier's liability, though no later than one year after the assignment was concluded, unless otherwise provided by a guarantee or similar undertaking.

31.3. Failure to institute proceedings in time

If proceedings are not instituted within the period of time referred to above, the right to bring proceedings lapses.

31.4. Prohibition on setoff and counterclaims

If the period to bring proceedings has expired, claims may not be made in another way such as through counterclaims or claims for setoff.

32. DISPUTES

Disputes shall be determined by a Swedish general court applying Swedish law unless the parties expressly agree otherwise.