

# Liability and delivery regulations

NSAB's latest version, the Swedish Road Transport Act and freight agreement convention for international goods transportation by road is applicable, but with the given additions and exceptions below.

## Period of liability/delivery provisions

The goods shall be completely ready for transportation and any reservations notified. Axess' liability starts when the transporter takes charge of the goods for loading. Axess' liability ceases when the goods have been delivered to the agreed destination and in the agreed manner.

## Safety

The loading/unloading area shall be:

1. Possible for us to reach without contravening traffic regulations and without representing a traffic danger for other road users (for e.g. no need to reverse out onto a busy road or along long stretches)
2. Accessible with standard equipment. If for e.g. a city car or other special vehicle is required, this shall be agreed
3. Located and designed so that our loading and unloading can be carried out without risk to the driver and without contravening traffic regulations or local bye-laws

Axess is entitled to inspect the loading and unloading area to clarify if the area meets the above requirements.

## Other preconditions

### Loading and unloading

24/7 accessibility for unloading, which our prices are based on. Any variations in this are agreed separately.

- Effective in connection to car transporters, with a walkway of no more than 150 metres to car pick up/drop off point.
- No more than 150 metres to where the keys are picked up/dropped off.
- Agreed and best noted area where the vehicles shall be parked.
- Cars to be loaded shall:
  - Have the keys ready
  - Be:
    - Accessible (not boxed in or snowed under)
    - Startable (no flat batteries, empty fuel tanks etc.)
    - Drivable (no punctures, broken gearboxes/steering etc.)

There shall be a secure and practical key drop safe (suited to the car's keys/key pack)

## Unloading instructions

- Documented, contractual unloading instructions shall be produced before deliveries to the destination start. In this, the above points shall be clarified, among other things. It is the customer's responsibility to establish up-to-date loading/unloading instructions with Axess.

Axess reserves the right to charge extra costs when the assignment deviates from what was agreed. For e.g. empty backhauls, extra work, extra services, extra transport.

## Liability

Axess is liable for damage or loss of goods during the period of liability with the given exceptions. Liability is limited to SEK 150 per gross kg of the damaged or lost goods' weight.

Compensation in the event of damage or loss is based on the net value of the goods when dispatched.

Damaged or lost items are compensated at net value. Paintwork is replaced as per the so-called net

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price list.

Axess does not accept liability for extra costs or depreciation due to damage.

### **Exceptions:**

Axess is not liable for loss or damage of goods for the following reasons:

Mistakes or negligence on the part of the sender, receiver or their agents. The goods own easily damaged characteristics, for e.g. by breakage, leakage, rust, sensitivity to heat and cold, absence of or poor protective packaging.

Minor damage such as for e.g. scratches and dents on second hand, wrecked or non-conditioned cars. Circumstances beyond the transporter's control. Notwithstanding that a claim has been made within the stipulated time, Axess cannot be held liable for existing damage when taking charge of goods, nor for damage that cannot reasonably be thought to have occurred during transport or damage that normally could have been seen by the transporter. Liability does not cover items, spare parts,

accessories etc. incorporated or fixed to the goods, unless a special agreement was reached when the order was placed.

### **Claims**

Claims for transport damage shall be submitted to Axess within twenty four (24) hours or the next workday after reception. Claims shall be submitted via Axess' website. Axess is entitled to have any damage caused inspected before repairs. Claims against Axess as per these regulations cease, if legal proceedings are not duly started within one (1) year from the date that Axess had delivered the good.

### **Insurance**

Axess has signed liability insurance for a value of SEK 150 per kg for national transportation and 8.33 SDR per kg for inter-Nordic transportation.

### **Other points**

When damage to own or others' goods is caused by mistakes or negligence on the part of the sender/receiver, Axess is entitled to request compensation for the damage caused.