

Terms of liability

Member of Danish Freight Forwarders and the Nordic Association of Freight Forwarders. All services are performed in accordance with the General Conditions of the Nordic Association of Freight Forwarders (NSAB 2015). The regulations limit the freight forwarder's liability as a contracting party under § 3 B for loss, deterioration or damage of goods to SDR 8.33 per kg and for delay up to the freight amount, and for all other losses to SDR 100,000 for each job (§ 21). The freight forwarder's liability as intermediary according to § 3 C is limited to SDR 50,000 for each assignment and in total for one and the same incident to SDR 500,000 (§ 24). In the case of storage, the total liability for damage in one and the same incident is limited to SDR 500,000 (§ 25). Special attention is drawn to the network clause (§ 2), that claims against the freight forwarder become time-barred after one year (§ 28) and that the lien and right of retention (§ 14) covers both current and past claims.

All contracts for the international carriage of goods by road are subject to the applicable law on freight agreements for international road transport (CMR Act).

Claims for damages may not be set off against freight due.

Claims: In the event of damage or shortage, please notify the carrier and the insurer immediately.

Ordering party's duty to minimize losses

If damage to or loss of goods is discovered during unloading, the Ordering Party and/or the recipient are obliged to co-operate to limit the damage as much as possible, including storing the goods at the prescribed temperature until the financial extent of the damage has been ascertained by an independent casualty agent. H. P. Therkelsen A/S must be invited to the damage agent's inspection at reasonable notice.

Private label: In case of liability for damages, H. P. Therkelsen is liable in accordance with the CMR Act.

If the recipient refuses to accept the goods on the grounds of damage or similar, and it later turns out that there is no such damage or that it cannot be fully attributed to H. P. Therkelsen A/S, the orderer will be invoiced for the costs of any return transport, storage, handling etc. in connection with the rejection.

H. P. Therkelsen A/S does not assume ownership of the goods unless H. P. Therkelsen A/S or its insurance has paid compensation for the damage or loss and then wishes to assume ownership.

Complaints

In case of visible loss or damage, a claim must be made immediately upon receipt of the goods. In the event of non-visible loss or damage, complaints must be made in writing to H. P. Therkelsen A/S within 7 calendar days after delivery of the goods. Otherwise, the right to compensation will lapse.

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'General conditions for storage in cold stores and freezer warehouses' apply to storage in our cold store and freezer warehouse. The client shall take out appropriate warehouse insurance for the goods.

Special terms and conditions

Penalties for delays or similar as well as destruction costs of damaged goods are not compensated, as this is beyond what the CMR Act grants the transport buyer.

Cargo/transport insurance

We advise reviewing your own cargo policy, which should cover areas not covered by CMR regulations. H. P. Therkelsen A/S' liability is in some cases limited based on the weight of the goods, and therefore in some cases does not correspond to the value of the goods. It is therefore recommended that cargo/transport insurance is taken out for the value of the goods.

Reservations

The offer is made in accordance with the tariffs and rates applicable on the date of the offer. We reserve the right to adjust the agreement in the event of tariff and exchange rate changes, significant increases in our production costs and in the event of government intervention.

Freight adjustment

Freight adjustments will be made once a year and if external costs or significant increases in our production costs occur.

Dangerous goods

Dangerous goods are only shipped by prior written agreement, where it is clearly stated that both parties recognize that it is dangerous goods. This is carried out for a surcharge.

By law, it is the shipper's responsibility to declare dangerous goods with the correct chemical/technical designation and state the relevant hazard class number and provide a correctly completed safety card for road transport at the latest upon booking.

Insufficient or incorrect information, packaging and labelling of goods will result in an obligation to keep H. P. Therkelsen A/S indemnified for any consequences.

Animal by-products (Category 3)

Animal by-products - Category 3, are only transported by prior written agreement, where it is clearly stated that both parties recognize that they are animal by-products. This is carried out for a surcharge.

Category 1 + 2 cannot be transported by H. P. Therkelsen A/S.

It is the customer's responsibility to inform HPT if it is Animal by-products / category 3.

Insufficient or incorrect information, packaging and labelling of goods entails an obligation to keep H. P. Therkelsen A/S indemnified for any consequences.

EUR pallets and other packaging

For transport on approved EUR pallets, the offer is based on the exchange of pallets immediately upon delivery, if pallet exchange has been agreed. If this is not possible, we reserve the right to charge the value of the pallets against the pallet receipt.

For transport on other types of pallets and other types of packaging, the offer is based on no exchange being made.

H. P. THERKELSEN



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Validity and acceptance

The offer is valid against acceptance within 30 days.

Loading and unloading

Unless otherwise agreed in writing, the client will arrange for loading and unloading by its own staff. To the extent that we assist or carry out loading/unloading of goods, this is done at the client's responsibility.

Loading/unloading is assumed to commence immediately after arrival at the sender's/receiver's address. Waiting time will be charged (from the time the driver has reported) in addition to the following: Under 10 pallets 1 hour, from 10 pallets 2 hours.

Shipments requiring delivery by small car or truck/trailer with lift will incur varying additional costs depending on country and conditions. Please contact your contact person for further information.

Waiting time is charged at EURO 78,00 excl. VAT per hour or part thereof.

Waiting days are charged at a maximum of EURO 538,00 excl. VAT per day.

Other conditions

In connection with palletized goods, our receipt only applies to the number of pallets. Cash on delivery orders are not accepted.

Terms of payment

Please contact us for further information

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