

# GENERAL TERMS AND CONDITIONS

Price list no. 30 of 01.11.2009 invalidates all previous price lists and general terms and conditions. Subject to typographical errors

## 1.1 Application, applicable law and legal venue

These general terms and conditions shall apply to all activities carried out by General Logistics Systems Denmark A/S (hereinafter referred to as "GLS Denmark") and/or General Logistics Systems Express A/S (hereinafter referred to as "GLS Express") relating to shipment, handling, reloading and all other tasks concerning transport of parcels. GLS Denmark and GLS Express are jointly referred to as "GLS".

These general terms and conditions shall apply in relation to the customer, regardless of whether the tasks are carried out by GLS or a third party appointed by GLS.

Agreements outside these general terms and conditions shall only be valid if subject to written agreement.

Any dispute between GLS and the customer shall be settled according to Danish law and with the Court of Kolding as legal venue.

1.2 Unless otherwise specified in these general terms and conditions (including in § 4) or agreed in writing between GLS and the customer, the agreement between GLS and the customer shall be regulated in accordance with the rules of the General Terms of the Nordic Association of Freight Forwarders (NSAB 2000) as applicable at any time, including any additions and amendments contained in the present General Terms and Conditions.

NSAB 2000 limit GLS's liability for loss, depreciation of or damage to goods to SDR 8,33 per kg gross of the part of the goods which has been lost, depreciated or damaged with a maximum of SDR 50 000 in respect of each contract. In respect of storage GLS's liability in relation to all customers is limited, however, to SDR 500 000 with regard to damages occurring on one and the same occasion (clause 27).

Furthermore, particular attention is drawn to the fact that any claim against GLS shall become time-barred after one (1) year (Clause 30) and that the lien (Clause 14) covers all current as well as previous claims. Claims for freight etc. shall be payable regardless of the customer's obligations under his contract of sale (Art. 10).

## GLS's responsibility

2.1 GLS shall be liable for goods with effect from the time when GLS takes possession of the goods against receipt and until such time as the goods are delivered to the consignee or returned to the customer.

If the customer or the consignee participates in the loading or unloading, respectively, the liability of GLS shall not begin until such time as the goods have been placed on the vehicle and shall cease when the unloading begins.

It shall be the responsibility of the customer to complete and present a packing list for signature by the driver.

If neither a packing list signed by the driver nor at least one scanning is available for a given parcel number, GLS does not acknowledge receipt of the parcel in the system and shall therefore not be liable for any loss.

2.2 GLS shall not be liable for loss if the packing slip or packing list has not been completed or has been completed incorrectly.

2.3 GLS shall not be liable for loss or shortage of goods if the goods consist of several parcels bundled together with only one packing slip.

2.4 GLS refuses to carry and shall not be liable for damage, loss or shortage of goods if the consignee contains any of the goods stipulated in Clause 3.1.

2.5 Neither shall GLS be liable for damage to goods, loss or delay caused by circumstances under the control of the customer or the consignee.

2.6 Parcels over 20 kg will be delivered to the ground floor unless a goods lift is found at the delivery address.

2.7 GLS Denmark will make two delivery attempts. The second delivery attempt will only be made at the request of the customer or the consignee. At GLS's discretion, however, the second delivery attempt may be replaced by delivery to a neighbour or a GLS Parcel Shop.

In such cases, the consignee is given written notification of the alternative place of delivery.

In any event, GLS ceases to be liable at the latest 5 business days after GLS has notified the consignee that the goods have arrived. Following this period, GLS returns the goods to the customer.

2.8 Subject to authorisation by the customer or the consignee, the parcel can be delivered to an agreed location and is thus considered as having been delivered to the consignee.

## Customer's liability

3.1 GLS refuses to handle the following goods, and therefore the customer is responsible for ensuring that said goods are not dispatched:

a. Goods comprising dangerous goods class 1 with the exception of class 1.4S. (GLS does not undertake the transportation of dangerous goods outside Denmark.)

b. Goods comprising live or dead animals.

c. Goods that are liable to customs duty, exhibition materials and carnet goods.

d. Goods comprising weapons that contravene legislation in the country of the consignor, the consignee or transit countries.

e. Goods which by their inherent nature are perishable, susceptible to damage or deterioration.

f. Goods of particular value such as gold, silver, antiques, genuine oriental rugs, paintings and other objects of art or ready cash and representative money (with the exception of money that is transported in connection with COD consignments).

g. Goods that have contained liquids (eg. gear boxes, petrol tanks and similar items) or consist of harmful liquids such as acid or similar liquids.

h. Goods that are insufficiently or improperly packed, including in particular bicycles or sharp objects etc.

i. Goods which cannot be handled by one person.

j. Goods which according to GLS are classified as "unwanted goods".

k. Goods which are packed in glass containers including wine or other goods if the packaging in question is not of the approved type. (The consignor of goods in glass containers shall substantiate upon request that the packaging is of an approved type).

3.2 If the customer has delivered goods for carriage by GLS that are subject to rapid deterioration or goods that may cause damage to other goods stored or carried by GLS, the customer shall be liable for all damage caused by such goods to GLS, third parties or own goods.

3.3 If the customer has delivered goods for carriage by GLS that deviate from the specification of the goods as laid down in a contract of carriage agreed by GLS and the customer, GLS cannot be held responsible for loss, damage or delay.

3.4 The customer shall be responsible for the correct completion of all documents and shipping documents and for handing over all documents to GLS. The customer shall be liable for any consequences resulting from wrongly completed documents.

3.5 The customer shall be responsible for correct and secure internal as well as external packaging of the goods. If packaging is reused in connection with shipment, the consignor shall be responsible for removing all old address labels etc. before the parcel is passed on to GLS.

3.6 Wrongly sorted goods are handled the following day. Wrongly sorted parcels may be transported on the same day as they are wrongly sorted at the customer's own expense.

## Limitation of liability

4.1 Specifically for GLS Denmark  
If GLS Denmark is liable in accordance with § 2, the compensation for loss or damage of the goods shall not exceed DKK 4,500 per parcel calculated at cost price excl. VAT and other taxes. GLS Denmark can only be held liable in accordance with § 2 for goods with a value exceeding DKK 4,500 per parcel calculated at cost value excl. VAT and other taxes if the parcel was sent by "AddOnInsurance Service" and if the transport was ordered via an electronic data transmission solution approved by GLS Denmark. The request for AddOnInsurance is only considered as having been given if data containing the request have been received by GLS prior to scanning at GLS's depot. Regardless of whether the goods were sent by "AddOnInsurance Service" by the customer, the liability of GLS Denmark shall be limited to DKK 200,000 per parcel calculated at cost price excl. VAT and other taxes.

In the case of pallet transport, GLS Denmark shall only be liable in accordance with NSAB 2000 irrespective of what is stated above.

#### **4.2** Specifically for GLS Express

If GLS Express is liable in accordance with Clause 2, compensation shall be paid for the goods in the case of loss or damage in accordance with the rules of the General Terms of the Nordic Association of Freight Forwarders (NSAB 2000) as applicable at any time.

**4.3** Notwithstanding Clause 2 and Clauses 4.1 and 4.2, GLS shall never be liable for damage caused by force majeure, strike, lockout or other work stoppages, inclement weather, traffic disruptions or other unforeseen events that prevent or seriously hamper GLS in the undertaking of the transport.

**4.4** Regardless of the value of the goods, GLS Denmark shall only be liable in respect of delay for the amount of freight per delayed parcel. GLS shall only be liable for delay if the transport period exceeds 10 business days calculated from the shipment date (defined by the date on the packing list or, if such a date does not exist, from the date of the first scanning performed by GLS).

**4.5** GLS shall not be liable for loss. This applies to all loss incurred by the customer, including operational loss, lost earnings and other financial consequential loss.

**4.6** If the claim is covered by an insurance policy taken out by the customer, the customer shall report the claim to his insurance company at the same time as he makes a claim against GLS as stipulated in Clause 5. Payment by the insurance company shall take precedence over payment by GLS.

**4.7** Used goods are compensated either at market value or the cost price excl. VAT. The lowest value will always apply.

#### **Claims**

**5.1** All claims for compensation shall be made in writing to GLS.

**5.2** The time allowed for submission of claims shall apply to both national parcels and export parcels.

**5.3** Claim deadlines:

a. Claims for apparent damage or shortage shall be made immediately upon receipt and reasoned reservations be made on the consignment note/packing slip.

b. Claims for non-apparent damage shall be made within seven (7) days from the time the customer receives the parcel (not including Sundays and public holidays) or, in such cases where delivery has been made to a neighbour, within seven (7) days starting from the day after the neighbour has received the parcel (Sundays and public holidays not included).

c. In the case of non-delivery, (delay/loss), the claim shall be made no later than 60 days from the time when GLS took receipt of the parcel.

**5.4** From the time of receipt of the complaint, GLS shall reserve the right to search for a delayed/missing shipment for up to ten (10) business days. For export parcels, claims submitted after more than sixty (60) days are covered in accordance with NSAB 2000.

**5.5** The consignee shall, at the consignee's address, make the damaged goods and the original packaging available for inspection by GLS. GLS shall be entitled to demand that the damaged goods and the original packaging be made available for inspection.

Furthermore, GLS reserves the right to demand picture documentation showing the extent of the damage.

**5.6** In case the damaged goods are transported by other parties than GLS prior to the inspection by the latter, or if the damaged goods are not made available for inspection by GLS in the original packaging, the customer shall lose the right to claim compensation from GLS.

**5.7** For complaints regarding transportation of all types of goods other than parcels, please refer to Clause 1.2.

#### **COD consignments**

**6.1** GLS shall only undertake COD consignments ordered via an electronic data transmission solution approved by GLS.

The request for payment on delivery is only considered as having been given if the data containing the COD request have been received by GLS prior to scanning at GLS's depot

**6.2** Claims against GLS as a result of failure to claim payment upon delivery despite a valid agreement to that effect shall only be valid if made to GLS within thirty (30) days from the date of dispatch and shall not exceed DKK 50,000 unless GLS subsequently receives the COD amount in full or in part from the consignee.

Any compensation paid by GLS Denmark shall be subject to the right to recover the amount from the consignee, cf. also § 6.5. COD payments exceeding DKK 50,000 per consignee shall only be received against payment by cheque.

**6.3** GLS's liability for cash and representative money received by GLS in connection with COD consignments shall not exceed DKK 50,000 per consignment, of which cash shall not exceed DKK 10,000 per collection.

**6.4** GLS shall be entitled to demand that received cheques cover COD payments from several customers. GLS shall not be liable for any loss or inconvenience resulting from this mode of payment, including cheques being false or falsified, withdrawn or referred to drawer.

**6.5** If a cheque received by GLS in payment of the COD amount is later referred to drawer, the customer shall be liable to refund to GLS any COD amount that may have been paid by GLS to the customer against presentation of the original cheque with proof of notice of protest or a certified copy thereof. The customer shall not be entitled to demand that GLS shall first try to recover the amount from the consignee.

**6.6** GLS does not undertake COD transports to countries outside Denmark. Countries outside Denmark include Greenland and the Faroe Islands.

**6.7** In connection with loss or damage of a COD parcel, we refer to Clauses 4.1 and 4.2.

#### **Payment**

**7.1** Prices are calculated on the basis of the rates applicable on the date of the quotation. GLS reserves the right to adjust the freight amount in case of changes in prices between the date of the quotation and the date of carriage.

**7.2** The terms of payment are 7 days from date of invoice. Overdue payment shall be subject to 1.5% per commenced month.

**7.3** Regardless of any counterclaims the customer may have, the customer shall not be allowed to set off any such amount against amounts due to GLS, including amounts due for previous transports.

#### **Right of retention and lien**

**8.1** GLS shall have a right of retention and lien on goods and COD payments collected and in the control of GLS or companies belonging to the same group as GLS for all expenses incurred in connection with the goods and the COD payment – freight, fees etc. – and all other claims against the customer owing to GLS or companies belonging to the same group as GLS on the other hand.

**8.2** If amounts owed to GLS are not paid when due, GLS shall be entitled to sell, in a satisfactory manner, as much of the goods as is required, or to offset the amount required against the COD payments collected, to cover the total amount due to GLS, including expenses incurred. GLS shall, to the extent possible, inform the customer well in advance what GLS intends to do with regard to the sale of the goods.

#### **Time bar**

**9.1** The right of claim against GLS shall be forfeited if the complaint requirements stipulated in Clause 5 have been breached.

**9.2** Legal proceedings against GLS Denmark shall be commenced within one year; otherwise the right of claim will be forfeited. In connection with deterioration or damage to goods, the time limit runs from the day the goods were delivered to the consignee, and in connection with delay, loss or other damage from the first possible day when delay, loss or other damage could be ascertained.

#### **Pallet transport**

**10.1** GLS does not undertake exchange of pallets in connection with pallet transport.