



# ANCOTRANS

## STANDARD TERMS FOR CONTAINERTRUCKING 2022 - DENMARK

### INSURANCE

ANCOTRANS has a freight forwarder liability insurance with a maximum coverage per event of DKK 5 million. All tasks are performed according to the general terms and conditions of the NSAB 2015, except for NSAB section 1. For orders made by ANCOTRANS GmbH the general terms and conditions of the ADSP apply and for ANCOTRANS B.V. the general terms and conditions of the AVC apply for non-international haulage and CMR for cross-border haulage. Links with information about the legislation and our insurance confirmation are available on our website; ancotrans.com under the menu download.

### LIABILITY FOR LOADING/UNLOADING

The sender of the goods shall insure that the load is stowed so that there is no overload and that the load is evenly distributed in the container. The stowage and securing of the goods in the containers must comply with the requirements of the IMO/ILO/UNECE Code of Practice for Packing Transport Units (CTU Code).

### WEIGHT LIMITS AND SPECIAL PERMITS

ANCOTRANS complies with the applicable legislation at any time. If a customer wants accurate information reg. a haulage's maximum weight potential on a particular type of chassis, please contact the local Transport Manager.

### THE ADR TREATY

When transporting ADR goods, it is the responsibility of the contracting party that the container is labeled in accordance with the ADR Convention and that all documents, as prescribed in the ADR Convention, are available. It is also the recipient's responsibility to remove any dangerous goods labels after emptying.

### RELOAD/TRIANGULATIONS:

Reloads/triangulations are an essential part of our production set-up. By reusing the equipment available we can optimize the terminals' capacity and limit the extent of empty trucking to the benefit of both the environment and infrastructure. Costs associated with reloading cannot be passed on in any way to Ancotrans, as our pricing is based on us triangulating a large proportion of the container transports.

### CHASSIS RENT

Chassis rental starts the day after delivery of the container. Both the delivery and the pick-up day are free of charge. "Chassis ready" notification must be made via ANCO's website, API/EDI or by e-mail. If a container is delivered on a Friday and reported ready Monday no chassis rent will occur. In all other cases chassis rent will be invoiced for the weekend.

### WAITING TIME

Our standard rates include 60 min. free loading/unloading. Additional waiting time is calculated per commenced ½ hour. This does not, however, apply in zones where a free drop system is offered, here waiting time is calculated upon arrival. When containers are stopped for random customs control and other controls by the authorities (sampling, scanning etc.) and if errors occur in customs clearance (customs clearance, declarations, etc.) ANCOTRANS will debit waiting time from the first minute.

### DETENTION, DEMURRAGE AND COMPLAINTS

Invoice and enclosures must be in the possession of ANCONTRANS no later than 2 months after the end of the trucking otherwise ANCOTRANS will be exempt from any kind of liability. Complaints related to transport and invoicing must be filed immediately.

### WEBBOOKING OR API

Our prices are always based on bookings via either web booking or API as it minimizes errors and saves a lot of time. The price for each manual booking is DKK 55.



# ANCOTRANS

## **DELAYS**

We always report any delays of more than 10 minutes and ANCOTRANS will not take responsibility for any costs incurred on our customers in connection with these delays.

## **PICKUP OF CONTAINERS**

We reserve the right to pick up empty containers for export and loaded import containers at depots and terminals 1-2 business days before delivery. This is to minimize queues and turnaround times at the terminals, as well as to fully utilize the capacity of trucks and working.

## **DELIVERY AND RETURN OF EMPTY CONTAINERS**

In case of direct emptying the container, the container is delivered to the terminal no later than the following working day. When working a "drop system" the containers are collected and returned no later than 2 working days after notice of readiness. When returning empty containers to Germany, containers are handed in within 3 working days after notice of readiness.

## **DELIVERY AND RETURN OF LOADED CONTAINERS**

Upon ready notification of loaded containers these are picked up so we comply with the closing time stated in the booking. Also, there must be some flexibility from the time of notification to closing. If there is free drop system in place ANCO must have 2 working days for container pickup after ready notification. If the container is to be picked up at a fixed time, an extra ½ trucking will be charged.

## **CONTAINER STANDARDS/PICK UP INSPECTIONS**

When ANCOTRANS pick up containers all drivers will visually inspect the container by opening it and looking in to the container to ensure that there are no visible faults, defects and/or holes. The inspection is subject to the circumstances of the given time of inspection. ANCOTRANS is not liable for whether the container complies with the standard agreed upon by the terminal, the shipping line and the transport buyer. Our standard prices include 15 minutes per container expedition time at the Danish terminals. If the container is assessed by ANCOTRANS' drivers or recipients, not to comply with the desired standard, the customer will have to expect waiting time at the terminal as well as costs for any extra trucking. When transporting reefer units it is the customers responsibility to make sure that the reefer container is correctly calibrated in temperature during both pick-up and delivery at the terminals.

## **CONTAINER CONDITION, LOOSE PARTS ETC.**

It is the responsibility of the customer and/or terminal that the container is in such a condition that there is no risk of parts falling off the container during transport. This also means that it is the customer's responsibility that there are no loose objects on the roof of containers including waste, snow and ice. The driver may at any time reject a container at the terminal as well as at the customer if there is a risk of parts falling off the container roof.

## **CUSTOMS DOCUMENTATION**

ANCOTRANS follows the procedures for customs documentation and customs clearance instructed by our customers. According to the Danish Customs Act, import containers may not be opened and the goods put into circulation before the person who made the customs clearance through the customs system has made sure that the customs clearance is properly closed, and the goods thereby approved by the Danish Tax Authorities for free consumption.

## **SEAL**

It is the shipper's responsibility that the container is properly sealed after loading or partial loading, as well as the shipper's to ensure that the seal number in B/L is correct and corresponds to what is attached to the container. ANCOTRANS may, at the client's request, place a seal on the container, however ANCOTRANS cannot be held responsible for any key or system errors. Please be aware that there is no visual check of the seal number on most terminals and depots.



# ANCOTRANS

## **FORCE MAJEURE**

If external events of an unusual nature and outside of a ANCOTRANS's reasonable control mean that the fulfilment of the agreement is impossible, or imposes on ANCOTRANS a burden which is unreasonable in its circumstances, ANCOTRANS is not liable for any loss or damage caused by such events, and shall be exempt from fulfilling the agreement until the events preventing or delaying the ANCOTRANS's fulfilment of the agreement may be overcome, including as a consequence of pandemics, industrial conflicts (strikes or lockouts), fire, war, terrorism, natural disasters, public seizure, and bans on import or export, restrictions in social gathering, interruptions or failure in power supply, interruptions or failure in public IT systems and public communications systems, IT-virus in ANCOTRANS's or ANCOTRANS's subcontractors IT-system.

ANCOTRANS must without undue delay give written notice to the other contractual party of the occurrence and termination of such events.

Irrespective of what may otherwise follow from this agreement, the ANCOTRANS may terminate this agreement without notice if it is obvious that the obstacle or delay as a consequence of the events specified in this clause will last longer than 14 days.

## **CHANGES IN FUNDAMENTAL CONDITIONS**

If the fundamental conditions for a formation of agreement are altered resulting in the fulfilment of a contractual obligation becoming extensively onerous to ANCOTRANS, but without it being characterized as force majeure, this entitles ANCOTRANS to request a renegotiation of the agreement or specific provisions therein. ANCOTRANS may be entitled to request renegotiation of an agreement or specific provisions therein, if the oil prices rise to an extent that makes it onerous to ANCOTRANS to solely adjust the oil price on a monthly basis, which would otherwise be customary. If the parties in connection with a renegotiation cannot agree on an alteration of the agreement or specific provisions therein, ANCOTRANS is entitled to terminate the agreement without prior notice.