



# ANCOTRANS

## STANDARD TERMS FOR CONTAINER TRANSPORT 2026 (DENMARK)

### LIABILITY FOR LOADING/UNLOADING AND WEIGHT LIMITS

Any shipper/consignor or their representatives shall secure that goods are stowed considerably to avoid overload and that the weight is evenly distributed in the container. Stowing and securing of the goods in the containers must comply with the requirements of the IMO/ILO/UNECE Code of Practice for Packing of Cargo (CTU Code).

ANCOTRANS is not responsible for loss, damage or accidents caused by inconsiderate packaging, loading, stowing or unloading carried out by the shipper/consignor or their representatives. This is especially true for delivery and loading, where the driver is forced to drive to and from the ramp with open container doors.

It is also the responsibility of the shipper/consignor or their representatives to comply with the correct weight indication provided by the ordering party in the booking to ANCOTRANS, so that the maximum load is within the applicable legislation weight limits.

### ACCESS CONDITIONS ON DELIVERY

Prerequisites for delivery are that the access conditions at the delivery point are suitable for driving with heavy vehicles, and can be accessed without risk of damage to the vehicle, goods or surroundings, etc. When delivering during winter periods or in difficult weather conditions (including snow, ice, rain, mud, slippery roads, etc.), it is the responsibility of the consignee or their representatives to ensure that access roads, ramps and unloading areas are cleared, gravelled or otherwise made passable. If a driver assesses that the loading or unloading cannot be done safely, ANCOTRANS is entitled to refuse to carry out the delivery or change the delivery to another time by agreement.

If delivery cannot be completed due to access conditions, the contracting party will be charged for waiting time, unsuccessful driving and any new driving. Any instructions from the consignee or their representatives regarding the transport and placement of the container are at the consignee or their representatives' risk and expense.

### ADR

When transporting ADR goods, it is the responsibility of the shipper/consignor, the contracting party or their representatives to fulfil the obligations under the ADR Convention (Chapter 1.4), including that the container is marked in accordance with the regulations, and that all documents as prescribed in the ADR Convention are present. Likewise, it is the responsibility of the consignee or their representatives to remove any ADR stickers after unloading.

### RELOAD/TRIANGULATIONS:

Reloads/triangulations are an essential part of ANCOTRANS' production set-up, because reusing the equipment available 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 attributed to ANCOTRANS, as pricing is based on triangulating a large proportion of the container transports. If the possibility of reloading ceases, it will have an impact on the freight price.

### CHASSIS RENT

Chassis rent is calculated for the entire period between the delivery date and the ready date (including weekends and public holidays). Delivery date and chassis-ready date are free of charge. If the container is delivered on Friday, and reported ready for pickup on Monday, chassis rental will not be charged for the weekend. Chassis-ready notification received after 16.30 will not be registered as chassis-ready until the following working day. Notification of the order must be done electronically via ANCOTRANS' web portal or via a direct integration to ensure efficient order processing.

### WAITING TIME

In zones, where free drop is offered, the waiting time is calculated from the first (1st) minute. Outside the zones, ANCOTRANS' standard prices include sixty (60) minutes free for loading/unloading, after which waiting time is



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calculated per commenced half (½) hour.

Standard prices include fifteen (15) minutes. per container handling at the Danish terminals. Standard prices include fifteen (15) minutes. per container for customs clearance. Waiting time in addition is calculated per started half (½) hour.

In the event of errors in information, customs control or the like at the terminal or customs office, waiting time will be charged from the first (1st) minute.

## **CUSTOMS CONTROL ETC.**

When containers are stopped for random customs inspection and other controls by the authorities (sampling, scanning etc.) and if errors occur in customs clearance (customs clearance, declarations, etc.) waiting time will be charged from the first (1st) minute. ANCOTRANS reserves the right to have the container lifted off/on chassis in CMP in Copenhagen in case of customs issues at the terminal and invoice related costs.

## **BOOKINGS**

Online/electronic bookings ensure optimal data quality and efficient order processing. ANCOTRANS' prices are based on orders being created via ANCOTRANS' web portal or via a direct integration. Manual bookings are therefore subject to a fee.

## **DETENTION, DEMURRAGE AND CLAIMS**

All parties have an interest in being cooperative in limiting the costs of detention, demurrage and claims in general. This means, among other things, that claims concerning other matters than damage to, depreciation or loss of the goods shall be given within fourteen (14) days from the day which one party knew or ought to have known about circumstances forming the other party's liability.

## **SET-OFF**

Contracting party and their representatives hereby agrees not being entitled to set-off, deduct or withhold any amounts owed to ANCOTRANS in connection with services rendered, including set-off any claim (detention, demurrage and claims etc.) against any form of receivables.

## **DELAYS**

ANCOTRANS always reports any delays of more than ten (10) minutes and ANCOTRANS do not take responsibility for any costs incurred by contracting party, consignee or their representatives in connection with these delays.

## **PICKUP OF CONTAINERS**

ANCOTRANS reserve the right to pick up empty containers for export and loaded import containers at depots and terminals up to two (2) business days before delivery. This is done to minimize queues and turnaround times at the terminals, as well as to fully utilize the capacity of trucks and hours fully.

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

For direct unloading in Denmark, the container must be handed in no later than the following working day. When working a "drop system" on chassis in Denmark, the container must be picked up and handed in no later than two (2) working days after the date of chassis-ready notification. However, for sideloader transports no later than up to three (3) working days after the notice of readiness date.

When returning empty containers in/to Germany, containers must be handed in no later than three (3) working days after direct unloading and chassis-ready notification.

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

When ready notification for loaded containers, these are picked up so that ANCOTRANS complies with the closing time stated in the booking. Likewise, there must be some flexibility from the time of ready notification to closing. If



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there is free drop system in place ANCOTRANS must have up to two (2) working days to pick up the containers after the ready notification. If a container is to be picked up at a fixed time schedule, an extra half (½) transport is charged to contracting party or one (1) extra transport, where there is no free drop system in place.

## **STORAGE OF LOADED CONTAINERS**

In cases where a contracting party or their representatives' requests ANCOTRANS to store a container for later delivery to a consignee or their representatives, or delivery to the terminal, agreements with the contracting party or their representatives shall be deemed to relate to a storage agreement and a transport agreement, respectively. For the purpose of fulfilling the storage agreement, ANCOTRANS is entitled to use a storage facility that ANCOTRANS deems suitable for the purpose. Storage of containers in these cases is at contracting party's risk and at contracting party's expense, and ANCOTRANS bears no responsibility for damage to or loss of goods or any other damage during such storage.

If transports without prior agreement cannot be completed with delivery of containers to consignee or their representatives, without this being due to ANCOTRANS' circumstances, ANCOTRANS is entitled to complete the transports and store containers. ANCOTRANS is entitled to use a storage facility that ANCOTRANS deems suitable for the purpose. Storage of containers in these cases is at contracting party's risk and at contracting party's expense, and ANCOTRANS bears no responsibility for damage to or loss of goods or any other damage during such storage.

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

When ANCOTRANS pick up empty containers (not sideloader) all drivers will visually inspect the container by opening it and looking into 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 and is made from the back end of the container. ANCOTRANS is not liable to whether the container complies with the standard agreed upon by the terminal, the shipping line and the transport buyer. This also applies to odor nuisances and the seasonal challenges with e.g., condensation as well as small flies and insects that may occur after the container is dispatched from the terminal/depot.

If the container is assessed by ANCOTRANS' drivers or consignees or their representatives to not comply with the standard stated in the booking, the contracting party is charged for waiting time at the terminal as well as costs for any unsuccessful transport. When transporting reefer containers, it is the contracting party's or their representative's responsibility to make sure that the reefer container has the correct temperature settings during both pick-up and delivery at the terminals. ANCOTRANS' standard prices include fifteen (15) minutes per container expedition time at the Danish terminals. When transporting loaded containers from the terminals, ANCOTRANS assess if the container can be legally transported, not whether there are external damages on the container.

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

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

## **SEAL**

It is the duty and responsibility of the shipper/consignor or their representatives to ensure that the container is properly closed and sealed after the end of loading or partial loading. ANCOTRANS may, at the request of the contracting party or their representatives, affix seals to the containers, but the shipper/consignor or their representatives must ensure that the containers are properly closed and sealed before departure. Costs in connection with this will be charged to the contracting party. It is the duty and responsibility of the shipper/consignor or their representatives to ensure that the seal number in B/L is correct and corresponds to what is affixed to the containers. ANCOTRANS cannot be held responsible for any typing or system errors in connection with the transmission of the seal number. ANCOTRANS would like to point out that not all terminals/depots issue interchange



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with seal numbers in relation to the control of the seals attached.

## **DOCUMENT MANAGEMENT INCLUDING CUSTOMS DUTIES, -DOCUMENTS AND CERTIFICATES**

ANCOTRANS follows the customs paperwork and clearance procedures instructed by ANCOTRANS' contracting party. Unless a prior written agreement/dialogue has been agreed to, ANCOTRANS does not undertake to carry out customs duties, to handle customs documents or certificates relating to the goods, including any compliance with customs procedures and other procedures involving the use of documents and certificates. The assignment of documents or certificates to ANCOTRANS shall not be considered as such an express prior agreement.

Ancotrans shall not be liable for claims relating to customs duties, VAT, taxes and requirements relating to the use of certificates and documents in the absence of such express prior agreement. If an agreement has been concluded, ANCOTRANS' liability shall in all cases be limited to the direct loss caused by ANCOTRANS's negligence. ANCOTRANS bears no responsibility for indirect or consequential loss, loss of market share, etc. In the event of loss of documents and certificates, ANCOTRANS' liability may in no case exceed DKK 7.500 (EUR 1.000).

According to customs legislation, import containers may not be opened and the goods put into use until the person, who has made the customs clearance, has checked via the customs system that the customs clearance and goods have been presented to the customs authorities, and the actual arrival has been stated in the customs declaration. ANCOTRANS refers to the border freight forwarders for the preparation of customs documents, and here the information must be submitted to the border freight forwarder no later than four (4) working days before delivery for import containers and one (1) working day before for export containers, so that ANCOTRANS can receive the customs information no later than two (2) working days before delivery for import containers and one (1) working day before for export containers.

## **INSURANCE**

ANCOTRANS certificates of freight forwarders liability insurance and third-party public and product liability insurance are available for download at [ancotrans.com](http://ancotrans.com).

All goods are transported as ordinary goods, unless it is explicitly stated in a booking or similar communication that the goods are particularly thievishly or of particularly high value.

## **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' 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 or cyberattack in ANCOTRANS or ANCOTRANS' 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 any agreement, ANCOTRANS may always terminate any 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 fourteen (14) days.

## **CHANGES IN FUNDAMENTAL CONDITIONS**

If the basic prerequisites for entering into a contract are changed so that the fulfilment of a contractual obligation becomes exceptionally burdensome for ANCOTRANS, without this being characterised as force majeure, this gives ANCOTRANS the right to demand the renegotiation of the agreement or specific provisions thereof. ANCOTRANS has



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the right, inter alia, to demand the renegotiation of an agreement or specific provision thereof if oil prices increase to such an extent that it would be exceptionally burdensome for ANCOTRANS to adjust the oil price only on a monthly basis, as is otherwise customary. If the parties to the agreement cannot agree on an amendment to the agreement or specific provisions thereof in connection with a renegotiation, ANCOTRANS is entitled to terminate the agreement without further notice.

## **FURTHER REGARDING STANDARD TERMS AND CONDITIONS**

For international cross-border transport, the CMR Convention or equivalent national legislation shall apply to the extent that its provisions are mandatory. For other services, including domestic road transport, provided by or through ANCOTRANS, NSAB 2015 applies.

ANCOTRANS does not accept the standard terms and conditions of the contracting party, their representatives and/or a third party.

The terms and conditions can be read in full at [ancotrans.com](http://ancotrans.com).

## **NSAB 2015 – APPLICABLE WHEN ENTERING A CONTRACT WITH ANCOTRANS**

Particular attention is drawn to the fact that ANCOTRANS' liability as a contracting party pursuant to § 3 B for loss, deterioration or damage to goods is limited to 8.33 SDRs per kg. gross weight and for delay up to the freight amount, and for all other losses up to SDR 100,000 for each assignment (§ 21). ANCOTRANS' liability as an intermediary pursuant to § 3 C is limited to SDR 50,000 for each assignment and in total for one and the same occurrence to SDR 500,000 in accordance with § 24. In the case of storage, the total liability for damage in the event of one and the same occurrence is limited to SDR 500,000 (§ 25). Particular attention is drawn to the network clause (§ 2), that claims against ANCOTRANS are time-barred after one year (§ 28), and that the lien (§ 14) covers both current and previous claims.