

NOWACO GENERAL TERMS FOR FREIGHT OF GOODS

Valid from 1st of October 2019

1. SCOPE

1.1 These 'General Terms for Freight of Goods' (hereinafter "Terms") shall apply to all Carriage of Goods for and on behalf of NOWACO A/S.

1.2 The Carrier's and/or Freight Forwarder's terms, as they may be specified in their general terms; at their website, or the like, will not apply to any Carriage of Goods on behalf of NOWACO A/S.

1.3 In case of discrepancies between specially agreed terms between the Parties and these Terms, the latter shall prevail.

2. DEFINITIONS

2.1 In these Terms the following words shall have the following meanings:

- **"Carriage"** means the whole or any part of the carriage, loading, unloading, handling and any and all other services, including freight forwarding services, whatsoever undertaken by the Carrier or the Freight Forwarder in relation to the Goods.
- **"Carrier"** means an individual or legal entity that is in the business of transporting Goods for hire, such as, but not limited to, shipping lines, airlines, trucking companies and railroad companies.
- **"Freight Forwarder"** means an individual or legal entity that organizes the transportation of the Goods, including, but not limited to, by ship, airplanes, trucks or trains.
- **"Goods"** means the cargo that the Carrier and/or Freight Forwarder Carriage on behalf of NOWACO A/S.
- **"Terms"** means these general terms for freight of goods.

3. DELAY

3.1 The Carrier and the Freight Forwarder are immediately in writing obligated to inform NOWACO A/S in case of any delays of the Goods.

3.2 In case that any waiting hour occurs for loading of the Goods, NOWACO A/S will only be liable to compensate extra waiting hour if the Carrier and/or Freight Forwarder provides evidence about when the shipment arrives and departs from the place of loading, including with a written confirmation from the truckdriver. If the Carrier and/or Freight Forwarder does not provide sufficient evidence, NOWACO A/S cannot be held liable for the extra waiting hour.

4. LIMITATION OF LIABILITY AND TIME BAR

4.1 NOWACO A/S shall not be liable for the Carrier's and/or Freight Forwarder's loss, depreciation, damage, demurrage/ detention or any local cost for a specific shipment caused by fault, neglect, insufficient action or lack of due diligence of the Carrier and/or Freight Forwarder.

4.2 In any event, NOWACO A/S shall be discharged from all liability whatsoever in respect of the Carrier's and/or Freight Forwarder's claim, unless the Carrier and/or Freight Forwarder has commenced legal proceedings within three months after the Goods arrived at the destination.

5. JURISDICTION AND GOVERNING LAW

5.1 These Terms and any act or contract to which they apply shall be governed by and construed in accordance with Danish law and all disputes arising out of these Terms, any act or contract to which these Terms apply shall be determined by the District Court in Aalborg, Denmark to the exclusion of the jurisdiction of the courts of another country. Alternatively and at NOWACO A/S' sole option, NOWACO A/S may commence proceedings against the Carrier and/or the Freight Forwarder at a competent court of a place of business of the Carrier and/or the Freight Forwarder.