



General terms and conditions

1. Scope

Unless other specifications have been agreed upon or result from obligatory legal provisions – including the CMR-Law – the following conditions are applicable for all services performed by Dansk Auto Logik A/S in and outside Denmark. Dansk Auto Logik only transports vehicles able to drive as the auto transporters are not equipped with winching gear.

2. Duration of liability

Dansk Auto Logik's liability begins when one of the company's employees takes over a vehicle against receipt. If no receipt is issued, the liability begins when the vehicle is physically handed over to Dansk Auto Logik. Dansk Auto Logik's liability ends when the vehicle is delivered and signed for by the consignee, or another person appointed by him. If no receipt is issued, Dansk Auto Logik's liability ends when the vehicle is physically delivered. If delivery takes place outside opening hours, liability ends when the vehicle is delivered, locked and placed at the designated consignee or at a place appointed by the consignee and the keys are deposited as agreed upon or in a safe place.

3. Terms of liability

Dansk Auto Logik is liable for transport damages that we have caused to the vehicle with the exception of force majeure such as wars, rebellion, civil disturbances, strikes or lockouts, natural disasters and release of nuclear energy. Excluded in Dansk Auto Logik's liability is indirect loss including a consignee's or a dealer's consequential loss due to delayed or hindered delivery. Dansk Auto Logik can not be held liable for damages which are not likely to have occurred during the transport and which could not be seen by the carrier. Dansk Auto Logik is, not liable for minor damages such as scratches and dents on used vehicles as well as goods, accessories, spare parts etc., placed in the vehicles. Dansk Auto Logik is not liable for damages which are not visible due to the manufacturer's transport protection cover from the factory (e.g. foil, wax). Dansk Auto Logik is not liable for damage on vehicle windows such as chips or cracks/fissures in the glass where the cause can not be determined with certainty. Furthermore, Dansk Auto Logik can not be held liable, when

the loss or damage may have been caused by one or more of the following circumstances:

- Treatment, loading or unloading carried out by consignor or consignee or a person one of them is liable for.
- Other mistakes or acts of negligence made by consignor or consignee or a person one of them is liable for.
- Conditions which could not be avoided by Dansk Auto Logik and the consequences of which could not be prevented by the company.

4. Delivery at the dealer

Dansk Auto Logik shall be able to deliver vehicles at the dealers according to the following guidelines:

- a. Dansk Auto Logik shall be able to deliver vehicles on weekdays between 08.00 and 17.00.
- b. The exterior inspection is undertaken in up right position and at a distance of approximately 1½ m. from the unwashed vehicle. All damages/missing parts, visible to the naked eye, are registered. The whole inspection takes max. 2½ minutes. The vehicles are not to be moved before inspection, registration and photo documentation of any damages have taken place.
- c. The dealer signs the freight letter after registration of any damages/missing parts.
- d. Dansk Auto Logik is not liable for damages observed after the dealer has signed the freight letter.
- e. If a dealer refuses to sign for receipt of the vehicle his right to raise claim expires.
- f. Vehicles delivered outside opening hours are considered delivered when they are placed in an agreed upon place and the keys are deposited as agreed.
- g. Vehicles delivered outside opening hours are not to be moved before inspection, registration and photo documentation of any damages have taken place.
- h. Claims concerning vehicles delivered before the dealer's opening hours are to be reported to Dansk Auto Logik before 10.00 the same day. Claims concerning vehicles delivered after the dealer's opening hours are to be reported to Dansk Auto Logik before 10.00 the following work day.



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5. Insurance

Dansk Auto Logik is liable for transport damages caused to a vehicle after the loss and damage report has been issued at receipt of the vehicle in our compound. Dansk Auto Logik maintains all necessary liability insurances. Dansk Auto Logik's insurance company is Codan.

Insurance of vehicles against fire, hail, storm damage, theft and vandalism at Dansk Auto Logik's compounds is the responsibility of Dansk Auto Logik's customers.

6. Breach of contract

Major breaches of this contract give the violated party right to terminate the contract without notice and to claim compensation for any loss the breach may have caused. If the breach is caused by delayed vehicles from abroad, strikes, lockouts, weather conditions and other kinds of force majeure, the breach provision is not applicable.

7. Indemnification

Compensation for damages is calculated according to the value at the place and time of the hand over.

8. Withholding of goods

Dansk Auto Logik reserves the right to withhold goods which are under control of the company for current and previous accounts due against consignor or consignee.

9. Set-off

Set-off in Dansk Auto Logik's outstanding accounts is not permitted.

10. Price regulation

Prices for transport, receipt, storage, sales preparation, conversion and hourly wage rates are regulated once a year valid from the 1st of January. Dansk Auto Logik has to give one month notice before the regulation comes into force. The regulation refers to the changes in the cost index for the third quarter in the published Danish statistics index for "Private and Public wages" (Lønindeks for den Private og Offentlige Sektor), "Sales and Transport" (Handel & Transport), and Index figures for "Truck Driving" (Indekstal for Lastbilkørsel) or any other index that may replace the aforementioned. Dansk Auto Logik reserves the right to impose a fuel cost surcharge with relation to current documented

list prices. Dansk Auto Logik will give 14 days written notice of any such surcharge.

11. Terms of payment

Dansk Auto Logik's amount due for the company's services is earned when the service commences and Dansk Auto Logik charges full price for services that are interrupted by consignor's, consignee's or debtor's conditions.

Due dates for Dansk Auto Logik's services appear on Dansk Auto Logik's invoices.

Interest on overdue payments is 2 % per new month.

12. Information requirement

Dansk Auto Logik, the consignor and the consignee are all obliged to pass on all necessary information to ensure the performance of the service.

13. Limitation

All claims against Dansk Auto Logik are statute-barred one year after the actual performance of the service.

14. Venue

Any dispute arising in connection with a service performed by Dansk Auto Logik shall be settled according to Danish law by Retten in Kolding.