

# GENERAL TERMS AND CONDITIONS



DANSK AUTO LOGIK A/S  
Koldingvej 10, 6580 Vamdrup  
Tel +45 70 13 14 10  
CVR 12 62 59 95

*The following conditions are applicable for all services performed by Dansk Auto Logik A/S in and outside Denmark unless other specifications have been agreed upon or result from obligatory legal provisions.*

## 1. TRANSPORT

Unless other agreements have been made the CMR Act applies for all transport. However, Dansk Auto Logik has increased the compensations limits (see 3.).

The business of Dansk Auto Logik is based on transport of vehicles that can start and drive (automotive). In many cases, a vehicle is reloaded at one of our terminals and it must be able to start during the entire transport from collection to delivery. If a vehicle is unable to start, and it is necessary to jump start the vehicle, Dansk Auto Logik is entitled to charge an extra fee of DKK 300.00.

The vehicle must have sufficient fuel for it to be handled safely during transportation. Electrical vehicles must be charged with a minimum of 10% electricity to ensure that the battery does not discharge fully during transport. If the vehicle does not hold sufficient electricity, the driver can refuse to load the vehicle. In such case, Dansk Auto Logik is entitled to charge for a failed transport (see 1.a). Necessary filling of fuel or electricity will be invoiced at Dansk Auto Logik's current price.

Dansk Auto Logik does not carry out offshore transports, only to Bornholm in Denmark. Normal transports require that the vehicle can steer, reverse, start (jump start), brake and the vehicle must be able to withstand being parked backwards (against the direction of travel) on the car transporter. Both hand and foot breaks must be fully functional. If any of the aforementioned requirements is not fulfilled, the transport cannot be completed by normal transport.

If, at our terminals, it is found, when reloading a vehicle ordered by normal transport, that the vehicle is unable to start – nor with a booster – and the vehicle must be transported further by a special car transporter equipped with towing winch, Dansk Auto Logik is entitled to charge an extra fee of DKK 1.000.00.

If the vehicle does not meet the abovementioned requirements for normal transport, existing customers can order a winch transport against an extra fee of DKK 1.000. A winch transport is only offered within Denmark and only to bridged islands. When the order for a winch transport is placed, it is essential that the customer informs about the need for a winch transport. Otherwise, Dansk Auto Logik will charge a fee similar to a failed transport (see 1.a).

Dansk Auto Logik does **not** transport vehicles where one or more of the following conditions apply – neither with normal transport nor winch transport:

- The steering wheel is locked or unable to steer
- The wheels cannot turn
- The vehicle cannot roll
- It is not possible to sit in the driver's seat
- The vehicle leaks large amounts of oil/liquids
- There are loose parts on the vehicle that can risk falling off during transport
- The height of the car exceeds 3,2 meters in Denmark
- The height of the car exceeds 3 meters outside Denmark

Dansk Auto Logik charges an extra fee of DKK 500.00 for transport of a vintage car (old timer).

Dansk Auto Logik reserves the right to invoice for the cost of cleaning if oil/liquids are spilled from a vehicle during transport.

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Dansk Auto Logik does not transport loose items that cannot be placed safely inside the vehicle to be transported.

## 1.a) FAILED TRANSPORT

A transport is defined as failed when collection cannot be completed due to conditions that Dansk Auto Logik is not responsible for. A failed transport is always invoiced at the transport rate, however, maximum DKK 500.00.

For transports outside Denmark, special conditions apply for failed transports.

## 1.b) DELIVERY TERMS IN DENMARK AND DAY-TO- DAY SERVICES

When calculating the leadtime, the order date is defined as day-0, if the order is received by 12:00 AM and the car is ready for transport. Unless otherwise agreed in writing, our expected leadtime is maximum two business days after the order date if the Great Belt bridge (Storebælt) is not to be crossed. If the vehicle needs to cross the Great Belt bridge, the leadtime is up to four business days.

There are special leadtimes for transports to Bornholm and for transports outside Denmark.

Day-to-Day delivery is offered for transports in Denmark against an express fee. For delivery on the following business day, the order must be received no later than 10:00 AM on day-0. During peak times, Day-to-Day delivery may not be possible to order.

## 1.c) CANCELLATION

Cancellation of a transport in Denmark can be cancelled free of charge as long as the task has not been initiated. If the driver has started his route after the car, the cancellation will be invoiced with the price of the transport, however max. DKK 500.00. If the driver has loaded the car, the full transport price will be invoiced.

The following guidelines apply to cancelling a transport booked for collection abroad:

- Cancellation before Friday at 12:00 AM: 0 % of the transport rate
- Cancellation before Monday at 12:00 AM: 80 % of the transport rate
- Cancellation after Monday at 12:00 AM: 100 % of the transport rate

## 1.d) LIABILITY

Dansk Auto Logik's liability begins when one of the company's employees takes over a vehicle. 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. Unless the recipient of the car notifies otherwise in writing, the outlets previously chosen by Dansk Auto Logik are considered to be approved by the recipient of the car.

Dansk Auto Logik is responsible for transport damage that Dansk Auto Logik may cause to the car during the liability period. Dansk Auto Logik is not liable for damage or delay as a result of force majeure, which means, among other things: wars, rebellion, civil disturbances, pandemics, strikes or lockouts, release of nuclear energy, natural disasters (including flooding, avalanches, hailstorms, hurricanes, etc.).

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 does not cover the costs that a customer may

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have when choosing to order transportation from an alternative supplier because of delayed or prevented delivery from Dansk Auto Logik.

Dansk Auto Logik is not liable for damages which are not visible due to the manufacturer's transport protection cover from the factory. Dansk Auto Logik cannot be held liable for damages which are not likely to have occurred during the transport and which could not be seen by the carrier.

As the transport prices are based on transport with open car transporters, Dansk Auto Logik is not liable for damage to windows, windscreens and glass roofs in the form of stone chips, nor is Dansk Auto Logik liable for cracks that have occurred due to tension in the glass. Likewise, small scratches and paint chips do not qualify as a damage, if they can be mended by polish or paint stick and as such they are not claimable.

Dansk Auto Logik does not cover damages on used vehicles, unless the damage is clearly a transport damage that has occurred during the transport by Dansk Auto Logik. Goods, accessories, spare parts etc. that are placed in the vehicles are not covered by Dansk Auto Logik. Furthermore, Dansk Auto Logik is not liable for damages that occur because of the nature and condition of the vehicle including mechanical and electronic defects / wear and tear as well as defects on batteries.

It is the customer's responsibility to prepare the vehicle for safe transport by open car transport. Antennas are to be removed and placed in a door pocket. If loose parts are placed in the cabin or in the trunk, it is the customer's responsibility to ensure that the parts are safely secured so that they cannot cause damage and that there is no danger of doors or tailgate jumping open during transport. Tires in the trunk should lie horizontally.

Dansk Auto Logik is not responsible for any papers that should follow the car. If the papers are not handed out when the car is picked up, the matter must be resolved between the buyer, seller and/or the ordering part.

## 1.e) COLLECTION OF VEHICLES

Dansk Auto Logik shall be able to collect vehicles according to the following guidelines:

- The vehicle and its keys must be ready for transport from the "ready-date", stated when ordering.
- Unless otherwise expressly agreed between the parties, Dansk Auto Logik can collect cars between 07:00 and 17:00.
- Point of collection is from an address that is accessible for a large truck with trailer. If it is a winch transport the vehicle must be parked so that it can be pulled up directly on to the truck.
- Parking at the address is legal and supervision of the truck is possible for the driver during loading.
- The driver performs a visual inspection of the exterior – however used cars are not inspected for damages.

## 1.f) DELIVERY OF VEHICLES

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

- Delivery takes place at an address that is accessible for a large truck with trailer.
- Unless otherwise expressly agreed between the parties, Dansk Auto Logik can deliver cars between 07:00 and 17:00.
- Parking at the address is legal and supervision of the truck is possible for the driver during unloading.

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- External inspection is performed by recipient together with the driver, according to industry standards (ECG):
  - The external inspection is undertaken in upright position and at a distance of approximately 1½ meter from the unwashed vehicle. All damages/missing parts, visible to the naked eye, are to be registered.
  - The inspection takes max. 2½ minutes. The vehicles are not to be moved before inspection, registration and photo documentation of any damages have taken place.
- The consignee signs for receipt after registration of any damages/missing parts.
- Dansk Auto Logik is not liable for damages observed after receipt.
- If consignee refuses to sign for receipt of the vehicle his right to raise claim expires.
- Vehicles delivered outside opening hours are considered delivered when parked on the recipient's premises.
- Vehicles delivered outside opening hours are not to be moved or washed before inspection, registration and photo documentation of any damages have taken place.

## 1.g) CLAIMS

If, upon receipt, damage has been registered with the driver, the recipient must immediately forward a complaint to Dansk Auto Logik.

Claims concerning vehicles delivered before opening hours are to be forwarded to Dansk Auto Logik before 10.00 AM the same day. Claims concerning vehicles delivered after opening hours are to be forwarded to Dansk Auto Logik before 10.00 AM the following business day. If a claim has not been submitted within the above-mentioned deadlines, Dansk Auto Logik has the right to reject the claim.

Claims should be forwarded to [reklamation@autologik.dk](mailto:reklamation@autologik.dk) and should contain a description of the damage followed by clear photos of both the damage, the vehicle, and the VIN number.

Before repair of any damage that is acknowledged by Dansk Auto Logik, the extent of the repair and the repair costs must be approved by Dansk Auto Logik.

Dansk Auto Logik can at any time demand an assessment report or have a claims assessor to approve the repair and the costs for the repair, or Dansk Auto Logik may obtain an alternative offer for similar repair from another professional repair shop.

Upon completion of the repair an invoice must be sent within 60 days from Dansk Auto Logik's acknowledgement of the damage. Payment terms are end of the month + 25 days.

Replaced parts are Dansk Auto Logik's property.

Dansk Auto Logik does not accept claims for depreciation.

## 2. ASSEMBLY TASKS / CONVERSION / EQUIPMENT FOR COMMERCIAL VEHICLES

When Dansk Auto Logik mounts, converts, or furnish vehicles according to the buyer's specifications, the buyer is required to thoroughly review the vehicle at the time of receipt. Guidelines for submitting claims are the same as for transport damage (see 1.g).

Unless another acceptance deadline is stated in an offer, Dansk Auto Logik is bound by an offer when the customer accepts this within two weeks from the submission of the offer.

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Acceptance of offers and confirmation thereof from Dansk Auto Logik is considered binding and cannot be terminated unless the work is carried out more than three months later than agreed and for reasons for which Dansk Auto Logik is not responsible. If Dansk Auto Logik's hourly rate and/or material costs have increased by more than 5%, Dansk Auto Logik reserves the right to recalculate the price in relation to documented index figures from the Confederation of Danish Industry (Dansk Industri). If the change in price amounts to a change of more than 15%, both parties have the right to terminate the relevant part of the agreement.

If the customer does not collect the products within one week of the agreed collection, or if the customer refuses to accept the products/services performed, it is considered a violation of the agreement. Dansk Auto Logik then reserves the right to invoice the customer the full amount two weeks after the agreed pick-up time.

Immediately after delivery/collection of products/services performed, the customer must inspect these for loss, errors or damage together with Dansk Auto Logik. Any claims must be submitted in writing to Dansk Auto Logik on the day of receipt of the products/services. Dansk Auto Logik must be notified immediately and no later than three business days after collection or delivery of any hidden loss, defects or damage to products / performed services. If this deadline is not met, the products/services will be considered approved and without any loss, defects or damage, and any expenses and loss will be held at the customer's own expense.

The abovementioned terms are also applicable for the customer when the products/services are delivered to a third party appointed by the customer.

All dates or delivery times for performance of a service by Dansk Auto Logik are only indicative.

### 3. INSURANCE

Unless other agreements have been made the CMR Act applies for all transport. However, the compensation limit is increased to a maximum of DKK 6.000.000 per load and 1.500.000 per vehicle including taxes and other costs. If additional coverage is required, the customer must take out an additional insurance.

Dansk Auto Logik's carrier liability insurance covers damages for which Dansk Auto Logik is responsible. Customers are recommended to have taken out goods insurance/cargo insurance for cases where Dansk Auto Logik's liability ceases - e.g. but not limited to: damage caused by third party (e.g. traffic accidents where the other party is responsible), robbery, force majeure (including flooding, avalanches, hailstorms, hurricane, etc.). Dansk Auto Logik insurance company is CODAN.

Insurance of vehicles against fire, hail, storm damage, flood, theft, damages caused by animals and vandalism while being stored at Dansk Auto Logik's compounds is the responsibility of Dansk Auto Logik's customers.

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

### 5. VENUE AND APPLICABLE LAW

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