

Terms and conditions and data controlling

for warehouse hotel



Introduction

PLEASE NOTE: This is a translation of Danske Fragtmænd's terms and conditions and data controlling for warehouse hotel. In the event of any discrepancies between the text in this translation and the Danish edition, the latter shall prevail.

Danske Fragtmænd's general terms and conditions for warehouse hotel apply to all warehouse hotel assignments where an independent warehouse hotel agreement has been entered into which is performed by Danske Fragtmænd, regardless of whether these are performed by Danske Fragtmænd A/S or by a third party on behalf of Danske Fragtmænd A/S. A third party may thus invoke these terms and conditions in the contractual relationship between Danske Fragtmænd A/S's customer and the third party.

In the following, 'Danske Fragtmænd' means Danske Fragtmænd A/S, CVR no. 30611756.

In the following, 'Customer' means the principal and/or anyone acting in the principal's place.

'SDR' means the special drawing rights (SDR) used by the International Monetary Fund. The SDR rate can be found on the website of Danmarks Nationalbank (the Danish central bank).

All warehouse hotel assignments are performed in accordance with NSAB 2000 (the General Conditions of the Nordic Association of Freight Forwarders, Sixth Version 2000). A copy of NSAB 2000 can be obtained by contacting one of Danske Fragtmænd's freight terminals and can also be found at www.fragt.dk. Responsibilities which are not covered by NSAB 2000 are governed in accordance with clause 4.1.

Special attention is drawn to the provisions in NSAB 2000 on limitation of liability, lien, matters pertaining to insurance as well as the short limitation period.

All agreements are subject to the agreement on data controlling in force at any given time.

Clause 1. General provisions on storage and warehousing

1.1 Takeover and surrender

The parties' agreement stipulate in which of Danske Fragtmænd's warehouse hotels the Customer's goods are stored.

The goods are taken over and surrendered via the dispatch office of the warehouse hotel.

Danske Fragtmænd's liability begins when the goods have been received with Danske Fragtmænd's acceptance and ends when the goods are surrendered.

If a third-party carrier or other party participates in unloading and loading, Danske Fragtmænd's liability commences or ceases when such a third party's participation has been concluded or commenced.

1.2 Information and packaging

The customer is obliged to disclose relevant information about the goods in good time prior to the goods being handing over to Danske Fragtmænd.

The customer must ensure that the goods are properly packaged.

1.3 Control

On receipt of goods at the warehouse hotel, Danske Fragtmænd will check and sign for lots received, but without liability for the contents and non-visible damage.

If it is ascertained that there are discrepancies regarding the number of lots or visible damage to the goods or packaging, due reservations are entered on the consignment note or the receipt document.

Special requirements for Danske Fragtmænd's control of incoming and outgoing goods must be stipulated in the warehouse hotel agreement.

1.4 Warehouse handling

The goods must be handled and stored in full compliance with adequate security, safety and health requirements, including in accordance with the working environment rules in force at any given time.

1.5 Storage conditions and bonded warehousing

Special storage requirements must be stated in the warehouse hotel agreement. During Danske Fragtmænd's opening hours, the Customer is entitled to verify that the goods are being stored as agreed. This will take place by further agreement.

Danske Fragtmænd has a licence for bonded warehousing. The licence applies to specific warehouse hotels. All bonded warehousing is in accordance with the current rules on bonded warehousing. A bonded warehousing agreement must be stated in the warehouse hotel agreement.

1.6 Identification

Danske Fragtmænd is obliged to store the Customer's goods in such a way that they can always be identified as the Customer's property.

1.7 Security groups

Danske Fragtmænd's warehouse hotels are classified as security group 20.

1.8 Inventory

The inventory is made jointly by the Customer and Danske Fragtmænd. The customer's auditor is entitled to attend the inventory.

To ensure a correct inventory, no warehouse movements (incoming and outgoing goods) are made during the inventory. The inventory date will be agreed between the parties.

If the Customer does not agree with the forwarded inventory list, the Customer must submit a complaint in accordance with sub-clause 4.2.

Any discrepancies must be settled as soon as possible, after which the inventory list with any corrections will be sent to the Customer for approval.

Danske Fragtmænd is entitled to offset a positive balance for one product number with a negative balance for another product number within the same product group.

The Customer will be invoiced for inventories according to hours used pursuant to the warehouse hotel agreement.

1.9 The Customer's pledging of goods

Notification of the Customer's pledging of goods must be given in writing to Danske Fragtmænd to the contact stated in the customer agreement.

The Customer is obliged to inform the pledgee about Danske Fragtmænd's charge and lien; see sub-clause 3.5.

If the pledging gives rise to extra work for Danske Fragtmænd, the Customer will be invoiced for this.



Clause 2. Consignment notes, documents, goods labelling and pallets

2.1 Excluded from storage

Malodorous goods as well as heavily soiled goods or packaging will not be accepted.

2.2 Dangerous goods

The storage of dangerous goods, chemicals and flammable products is only accepted by separate written agreement.

On receipt of dangerous goods, the Customer is responsible for ensuring that documents, packaging and labelling are in accordance with the Danish rules in force at any given time, including the Executive Order on Road Transport of Dangerous Goods and the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR).

2.3 The Customer's liability

The Customer is liable to Danske Fragtmænd in accordance with section 28 of NSAB 2000 (General Conditions of the Nordic Association of Freight Forwarders). This includes that the Customer must indemnify Danske Fragtmænd for loss or damage incurred by Danske Fragtmænd as a consequence of the information about the goods being incorrect, unclear or incomplete, the goods being insufficiently packaged, labelled or declared or the goods having damage-causing properties which Danske Fragtmænd could not reasonably have foreseen.

Clause 3. Prices, settlement and payment

3.1 Prices and settlement

Settlement for warehouse hotel services is based on the price sheet in force at any given time.

Any requirements by the Customer for the settlement specification level must be specified in the warehouse hotel agreement.

Increases in public fees, duties and taxes and increases in external costs which are beyond Danske Fragtmænd's control may be levied without notice under all warehouse hotel agreements.

3.2 Extra services

Payment for extra services which are not stated in the price sheet is to be agreed between the parties.

3.3 Terms of payment

Settlement for the services for the agreed period is made on the basis of the forwarded invoice.

Unless otherwise agreed, settlement is made monthly in arrears, and invoices fall due 14 days after the invoice date.

In the event of late payment, interest and a reminder fee will be charged. The default interest rate for non-consumers as well as reminder fees are stated in the price sheet in force at any given time. The default interest rate in the Danish Interest on Overdue Payments Act (Renteloven) applies to consumers.

3.4 Bank guarantee

If it is stipulated in the warehouse hotel agreement that a bank guarantee must be put up by the Customer, such a guarantee must be put up on demand terms.

3.5 Lien and charge

Danske Fragtmænd has a charge on goods which are under Danske Fragtmænd's control, both for all costs incumbent on the goods and for all Danske Fragtmænd's other claims against the Customer. If the goods are lost or destroyed, Danske Fragtmænd has a corresponding charge on amounts of compensation from insurance companies or other parties.

If Danske Fragtmænd's due claims are not paid by the due date, Danske Fragtmænd is entitled to sell as much of the goods as necessary to cover the total claims, including costs.

Furthermore, Danske Fragtmænd has a lien on goods which are under Danske Fragtmænd's control, both for all costs incumbent on the goods and for all Danske Fragtmænd's other claims against the Customer. If goods are lost or destroyed, Danske Fragtmænd has a corresponding lien on amounts of compensation from insurance companies or other parties.

3.6 Prohibition of setoff

No setoff may be made against Danske Fragtmænd's claims for warehouse hotel settlement or other outstanding accounts.

Clause 4. Liability, complaints, compensation, limitation of claims and insurance

4.1 Liability

Danske Fragtmænd is liable for errors or omissions in accordance with Section 27 C, no. 3, of NSAB 2000.

Danske Fragtmænd does not take out fire, water damage and burglary insurance.

For liability that is not covered by NSAB 2000, an express agreement, Danske Fragtmænd's terms and conditions or mandatory statutory provisions, Danske Fragtmænd is liable in accordance with the general rules of Danish law. Such liability cannot in any case exceed SDR 50,000.00. If Danske Fragtmænd or any party for whom Danske Fragtmænd is liable has shown negligence, Danske Fragtmænd cannot, however, claim this limitation of liability.

4.2 Complaints

Complaints to Danske Fragtmænd must be submitted without undue delay. Complaints must always be submitted in writing to the warehouse hotel and contain a description of the damage.

In the event of visible deterioration of or damage to the goods, the Customer should complain immediately on receipt of the goods.

Complaints concerning damage, deterioration or loss of goods (full or partial deficiency) must be submitted within seven days from receipt of the goods. If a complaint is submitted later than seven days from receipt of the goods, the complainant submitting the complaint against Danske Fragtmænd is obliged to prove that the damage, deterioration or deficiency occurred prior to the complainant's receipt of the goods. If the complainant cannot prove this, the goods will be regarded as having been surrendered without damage, deterioration or deficiency.

Complaints which concern other matters than damage, deterioration or loss of goods as well as full or partial loss must be submitted within 14 days after the day on which the Customer acquired or should have acquired knowledge of the circumstances which justify liability for Danske Fragtmænd. If such a complaint has not been submitted, the Customer has forfeited his rights.

The Customer must make damaged goods available to Danske Fragtmænd for inspection thereof.

4.3 Compensation

For loss, deterioration or damage of goods, Danske Fragtmænd's liability is limited to SDR 8.33 per kilo gross weight of the lost, deteriorated or damaged part of the goods.

No compensation is paid for loss of profit, loss of market share, consequential loss or any other type of loss.

Compensation of loss or deterioration of the goods is calculated in accordance with the invoice value of the goods if it is not substantiated that the market price or current value of goods of the same type and quality has been another at the place and time at which the goods were taken over for storage. Compensation is not paid for antique value, sentimental value or other special value of the goods. Danske Fragtmænd's total liability for damage in relation to all claimants in one and the same event is limited to max. SDR 500,000.00.

A claim for compensation must be brought in writing, be documented and be sent to the warehouse hotel.

If Danske Fragtmænd has paid full compensation, the title will pass to Danske Fragtmænd. If the Customer refuses to surrender the goods, the right to compensation will be forfeited.

4.4 Limitation of claims

Unless this is contrary to Section 26(2) of the Danish Limitation Act (Forældelsesloven) regarding consumer affairs, a claim against Danske Fragtmænd must be brought within one year as the claim will otherwise be barred by limitation.

In the event of deterioration of or damage to goods, the limitation period will run from the day on which the goods were surrendered from the warehouse hotel or on which the warehouse hotel was notified of the damage.

In the event of delay, loss of a whole consignment or other damage, the limitation period will run from the time at which the delay, loss or other damage could be ascertained at the earliest.

4.5 Insurance

The Customer is obliged to take out insurance for fire, burglary, water damage, possibly business interruption loss and other consequential damage.

The Customer must inform Danske Fragtmænd about the insurance company's name and policy number.

Clause 5. Venue, governing law and commencement

5.1 Venue and governing law

Legal action can only be brought against Danske Fragt-mænd at its venue

Disputes are settled in accordance with Danish law.

5.2 Amendments, discrepancies and partial invalidity

Any deviation from these Terms and Conditions must be agreed in writing between the parties.

In the event of discrepancies between the warehouse hotel agreement and NSAB 2000 and/or these Terms and Conditions, the warehouse hotel agreement will take precedence over NSAB 2000 and/or these Terms and Conditions. NSAB 2000 will take precedence over the Terms and Conditions.

If individual clauses in the above Terms and Conditions are fully or partly invalid, this will have no influence on the validity of other clauses or the remaining parts of such clauses.

5.3 Commencement

The General Terms and Conditions for warehouse hotel enter into force as from 1 July 2009.



Agreement on joint data controlling

1. The parties

This agreement on joint data controlling has been entered into between:

the customer as defined in the Terms and Conditions for warehouse hotel (the Customer)

and

Danske Fragtmænd A/S
CVR no.: 30611756
Tomsagervej 18
DK-8230 Aabyhøj
(Danske Fragtmænd)

2. Joint data controlling

2.1

This agreement lays down the distribution of responsibilities between the Customer and Danske Fragtmænd in connection with the parties' master agreement:

Warehouse hotel agreement between the parties.

2.2

In accordance with Article 26 of the General Data Protection Regulation, there is joint data controlling where two or more data controllers jointly determine the purposes and means of processing.

If there is joint data controlling, the joint controllers must in a transparent manner determine their respective responsibilities for compliance with the obligations under this Regulation, in particular as regards the exercising of the rights of the data subject and their respective duties to provide the information referred to in Articles 13 and 14 in the General Data Protection Regulation, unless, and in so far as, the respective responsibilities of the controllers are determined by Union or Member State law to which the controllers are subject.

In accordance with Article 26(2) of the General Data Protection Regulation, the arrangement must duly

reflect the respective roles and relationships of the joint controllers vis-à-vis the data subjects. In addition, the essence of the arrangement must be made available to the data subject.

Irrespective of the terms of the arrangement, the data subject may exercise his or her rights under the General Data Protection Regulation in respect of and against each of the controllers.

The internal distribution of responsibilities in the agreement on joint data controlling likewise does not prevent that the supervisory authority can exercise its powers vis-à-vis both parties.

2.3

The Customer and Danske Fragtmænd agree that there is joint data controlling between the parties in connection with the master agreement. In the assessment thereof, importance has been attached to, among other factors, that data processing is not the principal service, that there is no data processing instructions between the parties and that the parties themselves determine the purposes and means of processing.

2.4

This agreement has been drawn up with a view to ensuring that the Customer and Danske Fragtmænd can meet the requirements for joint data controlling in Article 26 of the General Data Protection Regulation. The agreement lays down the respective responsibilities for compliance with the obligations in accordance with the General Data Protection Regulation for the Customer and Danske Fragtmænd, in particular as regards the exercising of the rights of the data subject and the obligation to present the information dealt with in Articles 13 and 14.

3. Overall distribution of responsibilities

3.1

The Customer is responsible for data processing performed by the Customer, including a duty of disclosure in connection with collection of personal data from

the data subject, as well as personal data from other parties than the data subject.

3.2

Danske Fragtmænd is responsible for data processing which is performed by Danske Fragtmænd.

4. Principles and statutory authority for data processing

4.1

The Customer is responsible for protection of the data subjects' rights by compliance with the below rules in the General Data Protection Regulation:

- Duty of disclosure in connection with collection of personal data from the data subject.
- Duty of disclosure in connection with collection of personal data from other parties than the data subject.
- The data subject's right of access to personal data which are processed by the Customer.
- The data subject's right to rectification of personal data which are processed by the Customer.
- The data subject's right to erasure of personal data which are processed by the Customer.
- The data subject's right to restriction of the processing of personal data by the Customer.
- The data subject's right to object to processing of personal data by the Customer.
- Duty of disclosure in connection with rectification or erasure of personal data or restriction of processing of personal data originating from the Customer.
- The data subject's right to data portability of personal data which are processed by the Customer.

4.2

Danske Fragtmænd is responsible for protection of the data subjects' rights through compliance with the below rules in the General Data Protection Regulation:

- The data subject's right of access to personal data which are processed by Danske Fragtmænd.
- The data subject's right to rectification of personal data which are processed by Danske Fragtmænd.
- The data subject's right to erasure of personal data which are processed by Danske Fragtmænd.
- The data subject's right to restriction of the processing of personal data by Danske Fragtmænd.
- The data subject's right to object to processing of personal data by Danske Fragtmænd.
- Duty of disclosure in connection with rectification or erasure of personal data or restriction of processing of personal data originating from Danske Fragtmænd.
- The data subject's right to data portability of personal data which are processed by Danske Fragtmænd.

4.3

The responsibility for the duty of disclosure in connection with collection of personal data originating from the data subject as well as personal data originating from other parties than the data subject rests solely with the Customer, as Danske Fragtmænd does not collect other personal data than those disclosed by the Customer to Danske Fragtmænd.

4.4

If the Customer receives a request or an enquiry from a data subject regarding the matters covered by Danske Fragtmænd's responsibility, it will be forwarded to Danske Fragtmænd for a reply as soon as possible and without undue delay.

4.5

If Danske Fragtmænd receives a request or an enquiry from a data subject regarding the matters covered by the Customer's responsibility, it will be forwarded to the Customer for a reply as quickly as possible and without undue delay.

4.6

The parties are responsible for assisting each other to the relevant and necessary extent to ensure that both parties can comply with their obligations to the data subjects.

5. Data processing security and documentation for compliance with the General Data Protection Regulation

5.1

Both parties are responsible for implementing suitable technical and organisational measures for ensuring and for being able to document that the processing is in accordance with the General Data Protection Regulation and for ensuring that due consideration is made for the nature, scope, context and purpose of the data processing in question and for the risks of varying probability and severity to the rights and freedoms of natural persons.

Danske Fragtmænd Both parties must prepare procedures for handling security breaches and for protection of the data subjects' rights.

5.2

Both parties' measures must comprise the implementation of suitable data protection policies if this is commensurate with the data processing activities.

5.3

Both parties are responsible for compliance with the rule on data protection by design and by default in Article 25 of the General Data Protection Regulation.

5.4

Both parties are responsible for observing the requirement for security of processing in Article 32 of the General Data Protection Regulation. This means that taking into account the state of the art, the costs of

implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, both parties must implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

Both parties must perform and, on request, document a risk assessment. Measures to limit the identified risks must subsequently be implemented.

6. Use of data processors and sub-processors

6.1

Both parties are entitled to use data processors and sub-processors in connection with the joint data processing.

6.2

In connection with the use of any data processors and any sub-processors, both parties are responsible for complying with the requirements of Article 28 of the General Data Protection Regulation.

Both parties are therefore obliged only to use data processors which can provide sufficient guarantees for implementation of appropriate technical and organisational measures, in such a manner that processing will meet the requirements of the General Data Protection Regulation and ensure the protection of the rights of the data subject.

Both parties must ensure that a valid data processing agreement has been entered into between the party in question and the data processor.

Both parties must ensure that a valid sub-processing agreement has been entered into between the data processor and any sub-processors.

6.3

On request, both parties must be informed about whether data are processed by data processors and any sub-processors used by the other party.

6.4

If the data are processed by data processors and sub-processors, the Parties must, on request, be informed about the contents of the agreements between the parties and the data processor and any sub-processors.

7. Records

7.1

Both parties are responsible for compliance with the requirement in Article 30 of the General Data Protection Regulation for records of processing activities. This means that both parties must maintain a record of the processing activities for which the parties are joint controllers.

7.2

Both parties will inform each other about the contents of the above record.

7.3

Based on the contents of both parties' records, they will each prepare a separate record of the processing activities covered by the agreement.

8. Notification of a personal data breach to the supervisory authority

8.1

Begge parter er ansvarlige for efterlevelsen af artikel 33 i Databeskyttelsesforordningen om anmeldelse af brud på persondatasikkerheden til tilsynsmyndigheden.

9. Communication of a personal data breach to the data subject

9.1

Both parties are responsible for compliance with Article 34 of the General Data Protection Regulation on communication of a personal data breach to the data subject.

10. Data protection impact assessment and prior consultation

10.1

Both parties are responsible for compliance with the requirement in Article 35 of the General Data Protection Regulation on the performance of a data protection impact assessment. This means that where a type of processing in particular using new technologies, and taking into account the nature, scope, context and purposes of the processing, is likely to result in a high risk to the rights and freedoms of natural persons, both parties must, prior to the processing, carry out an assessment of the impact of the envisaged processing operations on the protection of personal data.

10.2

Both parties are obliged to comply with the requirement in Article 36 on prior consultation of the supervisory authority, when this is relevant.

11. Transfer of personal data to third countries or international organisations

11.1

Each party may decide that personal data can be transferred to third countries or international organisations.

11.2

Both parties are responsible for compliance with the requirements of Chapter 5 of the General Data Protection Regulation if personal data are transferred to third countries or international organisations.

12. Complaints

12.1

The parties are each responsible for processing complaints from data subjects if the complaints concern violation of the provisions of the General Data Protection Regulation for which the party is responsible under this agreement.

12.2

If a party receives a complaint which should duly be processed by the other party, the complaint will be forwarded to the other party as quickly as possible and without undue delay.

12.3

If one of the parties receives a complaint, where a part thereof should duly be processed by the other party, that part of the complaint will be forwarded to the other party as quickly as possible and without undue delay.

12.4

In connection with the party's forwarding of a complaint, or a part thereof, to the other party, the data subject must be informed about the essence of this agreement.

13. Commencement and termination

13.1

This agreement will enter into force on conclusion of the parties' master agreement.

13.2

Both parties may demand that the agreement must be renegotiated if legislative changes or inexpediencies in the agreement give rise to this

13.3

Any agreement between the parties on consideration, terms and conditions or the like in connection with amendments to this agreement will be stipulated in the parties' master agreement.

13.4

The agreement may be terminated in accordance with the periods of notice laid down in the parties' master agreement.

13.5

The agreement will remain in force throughout the processing activities. Regardless of the termination of the parties' master agreement, the agreement will remain in force until the processing activities have been concluded and the data have been erased by the parties, any data processor as well as any sub-processors.

14. Contacts with the parties

14.1

The parties may contact each other via the following contacts.

For Danske Fragtmænd:
The Data Protection Adviser
Phone: +45 7252 1662
Email: dpo@fragt.dk

14.2

The parties are obliged continuously to inform each other about changes regarding the contact.

Labelling of Goods

Appendix 1

Labelling of goods

How to label goods

www.fragt.eu



1 Fill in the labels with consignor and consignee, address, telephone number, consignment note and total number of lots. Use labels of 10 x 15 cm, preferably Danske Fragtmænd's standard labels



2 Check that the consignment note and labels contain the same information. If possible, stick two labels on all lots.



3 Place the labels on the outside of the packaging. Labels under plastic or foil are difficult to see.



4 Remove used labels on the goods before applying new labels.

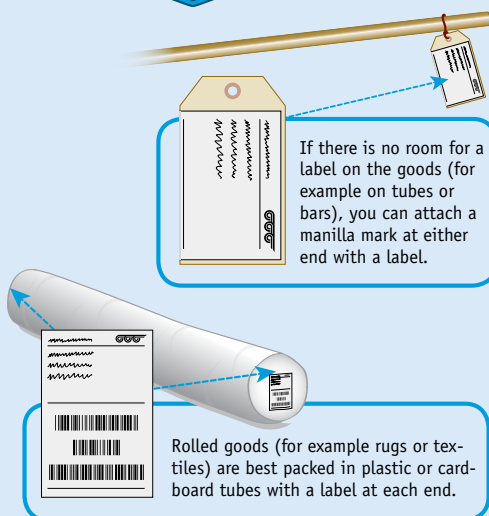


5 Preferably apply labels on both the short side and the long side of the goods.

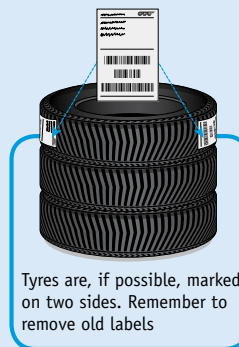


6 Place the labels on the right side of the goods, as high up as possible. Remember at a max. height of 1.80 metres

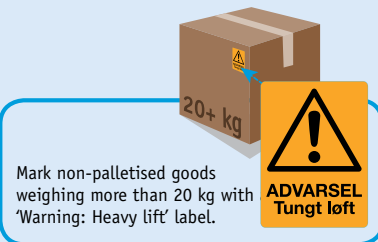
Special goods



If there is no room for a label on the goods (for example on tubes or bars), you can attach a manilla mark at either end with a label.



Tyres are, if possible, marked on two sides. Remember to remove old labels



Mark non-palletised goods weighing more than 20 kg with 'Warning: Heavy lift' label.



Danske Fragtmænd A/S

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