

# General Terms and Conditions – Surcharges and Fees.

Tempcon's Transport Conditions apply as the standard basis for calculating freight and other charges for transports performed by companies within the Tempcon Group.

All assignments are performed by Tempcon in accordance with the following terms and conditions:

- The terms agreed in the individual case.
- These General Terms and Conditions – Surcharges and Fees.
- VTL and Sveriges Åkeriföretag's GENERAL PROVISIONS "Alltrans 2007".
- For cross-border ("international") transports, NSAB 2000 applies.

In the event of any conflict between the above terms and conditions, they shall apply in the order stated.

Mandatory statutory provisions not set out in Tempcon's General Terms and Conditions – Surcharges and Fees shall prevail over these terms.

## Undertaking

### Scope

Collection and delivery are performed only to consignors and consignees with a stated street name, street number and correct postcode, and provided that the entire transport route consists of passable roads and is not restricted by local traffic regulations.

Unless otherwise agreed, Tempcon may choose the means of transport and transport routes and may, at its discretion, carry consignments as direct traffic or with transshipment.

### Dispatch of goods

**Booking:** A booking constitutes a request for collection of goods for transport under the product services offered by Tempcon. When using any of Tempcon's recommended TA systems or Tempcon's customer web portal, booking information is transmitted electronically in connection with the transport order. Collection is planned based on when the booking message is received, taking local conditions and any requested

collection time into account. As a rule, collection may take place no earlier than one (1) day after the electronic booking information has been received.

Any agreed deviation from this standard—regarding the method of notification or booking cut-off time—shall be documented in a price sheet or a joint process description (S.O.P.).

**Packaging:** The consignor is responsible for packaging consignments, taking the goods' nature and sensitivity into account, so that they withstand normal transport in groupage traffic, which often includes terminal handling. The packaging must also ensure that the goods cannot cause damage to other goods during transport. Any single package with an actual weight exceeding 30 kg must be loaded so that it can be handled with load-handling equipment such as a forklift or pallet truck.

### Labelling of goods (transport information)

To enable Tempcon to perform the transport in accordance with Tempcon's Transport Conditions, a correctly completed transport instruction/STE label/consignment note is required. Each package shall be labelled with an STE transport label with correct addressing. For the assessment of chargeable weight, in addition to weight in whole kilograms, one of the following details shall always be stated for the entire consignment:

– Volume in cubic metres. The value shall be stated with two decimals followed by m<sup>3</sup>.

– Loading meters. Shall be stated for consignments that are difficult to stow and do not allow loading on top of the goods, as well as for so-called long goods with a length exceeding 2.4 metres. The value shall be stated with one decimal, rounded up, followed by LM. This applies to consignments containing packages whose dimensions exceed:

– Domestic: length and/or width 2.4 m or height 2.2 m

– Pallet space = non-stackable pallet. The value shall be stated followed by PPL.

### Loading

Loading takes place from the vehicle's long side or short side from a loading dock or at ground level. The principal shall ensure that the consignor, at Tempcon's request, provides the necessary equipment if the vehicle lacks a tail lift. For packages of such weight and size that technical equipment is required, the principal shall ensure that such equipment is available and shall bear any associated costs.

A consignment may consist of one or more packages but shall be physically consolidated at the time of collection. Loading requires a clearance height of at least 4.5 m. If this is not the case, transshipment to a lower vehicle will

be carried out for an additional charge. Once the vehicle has arrived at the consignor, loading is assumed to begin immediately and to be completed within a reasonable time. Surcharges apply for any time exceeding the included time, as well as for loading on Saturdays, Sundays and public holidays.

### Load securing

The party arranging the loading is responsible for ensuring that the goods are secured in accordance with the Swedish Transport Administration's regulations and the regulations applicable to other modes of transport (or equivalent regulations if loading takes place in another country). Where special securing equipment is required in addition to tie-down straps, the consignor shall procure and provide such load-securing equipment. For international transport, the consignor shall, where necessary, provide securing equipment in addition to the basic equipment carried on each vehicle. Tempcon may assist in procuring such equipment for an additional charge.

Where the consignor has arranged the loading, the consignor shall provide a "declaration of load securing" stating that the load has been secured in accordance with the regulations applicable to the transport in question. The party arranging the loading is also responsible for loading the goods in a manner that prevents damage during normal transport.

### Receipt of goods

Unloading takes place from the vehicle's long side or short side to a loading dock or at ground level. The principal should ensure that the consignee, at Tempcon's request, provides the necessary equipment and personnel to operate such equipment if the vehicle lacks a tail lift. For packages of such weight and size that technical equipment is required, the principal shall ensure that such equipment is available and shall bear any associated costs. The consignment shall be signed for by the consignee unless otherwise agreed. The consignee must be reachable during normal business hours on weekdays, 07:00–16:00.

Unloading requires a clearance height of at least 4.5 m. If this is not the case, transshipment to a lower vehicle will be carried out for an additional charge. Once the vehicle has arrived at the consignee, unloading is assumed to begin immediately and to be completed within a reasonable time. Surcharges apply for any time exceeding the time included, as well as for unloading on Saturdays, Sundays and public holidays.

### Special rules

The undertaking does not cover consignments requiring special arrangements or where accessibility is restricted by environmental zones, axle load limits, local traffic regulations, or by the need for transshipment to another

vehicle for loading or unloading. Collection from several consignors to the same consignee requires a separate agreement.

Tobacco, security, cash, personal effects/household removals, radioactive substances/ADR-classified goods, living or dead animals, corpses/body parts, and urns or similar items containing ashes are not accepted for transport. Certain types of goods listed below are accepted for transport as a special undertaking only after prior agreement:

- for domestic transport: items higher than 2.2 m, longer than 6 m, or wider than 2.4 m
- items requiring special arrangements for transport, loading, unloading or securing
- items of such weight, width and length that transport requires an exemption from applicable traffic regulations
- items that cannot suitably be loaded together with other goods
- goods that cause uneven weight distribution
- items with insufficient packaging
- valuables
- live plants.
- fresh fish packed with ice.
- goods subject to import restrictions
- goods subject to export restrictions
- wine and spirits
- mail
- dangerous goods.
- weapons.
- hazardous waste and waste (direct transport only)
- pharmaceuticals.
- tyres.

### Chilled and frozen goods

These terms apply to the transport of foodstuffs which, according to the Swedish Food Agency's regulations and guidance, must be transported at a specified temperature, as well as to other temperature-controlled transports. The normal undertaking for these is that the load compartment during transport maintains:

- for chilled transport: +2 to +8°C
- for frozen transport: maximum -18°C

Chilled or frozen goods shall be stated at the time of booking and recorded in the transport instruction. If a different temperature is required, this must be agreed separately. Any deviating temperature shall be stated at

the time of booking and recorded in the transport instruction. The consignor is responsible for ensuring that, at loading, the goods have the temperature at which they are to be transported, with a temperature reserve of 2°C where necessary. Tempcon is entitled to check the temperature.

### Foodstuffs/food-related products

Food-related products mean goods that are to be used in food production or that come into contact with food, e.g., packaging.

- When booking, the principal shall state that the goods are foodstuffs/food-related products. The goods shall be packaged so as to withstand groupage transport without risk of contamination from other goods. Foodstuffs or food-related products shall be labelled by the principal with:

- EDI label with HACCP marking
- Tempcon's standard marking for non-temperature-controlled food products.

Temperature-controlled goods booked as chilled/frozen are not covered by the above rules, as they are always regarded as foodstuffs and handled in accordance with HACCP.

Foodstuffs/food-related products not labelled as above risk being handled in the ordinary goods flow and thereby not complying with applicable legal requirements, which in turn means that Tempcon cannot guarantee the quality.

### Oversized packages

For consignments containing packages whose dimensions exceed the limits stated below, each package's dimensions shall be provided. If transport instructions/bookings lack these dimensions or specify an incorrect product, the consignment cannot be handled in accordance with the order, which may result in longer delivery times. Additional charges may apply. The limits are length and/or width exceeding 2.4 m or height exceeding 1.8 m. Consignments containing packages exceeding these dimensions require a special agreement. For transport to consignees with limited clearance heights for access and unloading, a special agreement may also be required for packages that are below the limits stated above.

### Fees and options

For surcharges and optional services beyond the undertaking, additional costs apply as agreed with the consignor/freight payer (this also applies where the freight is payable by the consignee). Examples of options include:

- special equipment (e.g., forklift and crane truck) for loading and unloading
- special securing devices

- return of receipt documentation
- special equipment on the vehicle, tail lift
- obtaining permits and special measures in accordance with the permit conditions for transport requiring an exemption from applicable traffic regulations
- measures due to requirements for domestic transport of items with height over 2.2 m, length over 6 m or width over 2.4 m
- measures resulting from a requirement that the transport is carried out without transshipment or with a specific means of transport
- cost of returning the Ti part of the consignment note or other transport document together with the invoice
- pallet exchange
- transport support – preparation of documentation for transport support
- timed unloading • where loading/unloading is required using a vehicle with a tail lift, additional costs may apply. Depending on the nature of the consignment and safety considerations, Tempcon will assess how loading/unloading shall be performed. Where additional transshipment, delivery, or significant extra work in loading/unloading is required, this shall be agreed separately.

### Surcharges

- a special fee applies if the transport instruction is not transferred electronically or is transferred late.
- changed invoicing due to an incorrectly stated payment instruction.
- cost of correcting incorrect and/or incomplete transport instructions.
- cost due to incorrect transport instruction.
- special internal cleaning of the vehicle.
- deadhead trip due to cancellation not being made within a reasonable time before the agreed loading time. If cancelled before 12:00 on the same day as loading: 80% of the agreed freight cost. If cancelled after 12:00 on the same day as loading or not cancelled: 100% of the agreed freight cost.
- transshipment due to local traffic regulations or limited accessibility.
- unloading with a tail lift.

### Freight calculation and payment terms

#### Freight calculation

Freight is calculated in accordance with the price list agreed between Tempcon and the principal, or in accordance with a price list determined by Tempcon.

In addition to the part of the freight stated in the price list, certain fuel and other freight surcharges, additional fees, and add-on services/options apply.

Certain types of transport require measures, equipment or aids beyond the undertaking. For these transports, as well as for other services beyond the undertaking, additional fees are charged or the freight is calculated in a different way than stated in the price lists.

### Payment terms

The freight shall be paid in full by either the consignor or the consignee. The consignor is always liable for payment of the freight for goods that are subject to rapid deterioration or whose value does not reliably cover the freight cost. The consignor is liable for all costs attributable to a consignment that is not collected by the consignee. If Tempcon, in accordance with the principal's instructions, invoices the consignee and the consignee refuses to pay, the principal shall pay the freight. The same applies if the consignee has not paid the freight after the due date and a payment reminder. Freight and other charges are stated exclusive of VAT. Tempcon's standard payment terms are ten (10) days net from the invoice date, unless Tempcon requires cash payment. An extended credit period may exceptionally be granted and then regulated in an agreement; in such case, a credit fee is charged on the invoice amount for each additional credit day beyond the standard ten (10) days. Credit may be granted following a specific assessment and against customary security such as a deposit, advance payment, or bank guarantee. If, during the term of the agreement, there are reasons to assume that the principal will not, in whole or in part, fulfil its obligations, payment shall be made upon Tempcon's demand. In the event of late payment, Tempcon will charge default interest applicable at the time of invoicing, calculated from the invoice due date, together with the statutory late payment fee (currently SEK 450). Default interest is currently 1.8% per month. If the invoice recipient finds that the invoice has not been received, cannot be exchanged via EDI, or if tampering is detected, the other party shall be informed immediately. Once the error has been remedied, the parties shall jointly decide on and perform the necessary tests before ordinary exchange of invoice/EDI messages is resumed. Requests for correction of an invoice issued by Tempcon must be made no later than as stated on the invoice. Claims regarding transport damage are submitted separately for individual handling (and may not be set off against unpaid freight invoices). If there is more than one consignor, the freight payer shall be stated in the separate agreement. Tempcon may include the consignment reference on the transport invoice provided that the reference was submitted correctly in

the transport instruction via EDI by the party ordering the transport.

### Irregularities regarding the consignment

If all packages included in a consignment are not handed over for transport at the same time, the transport will be charged as separate consignments. If the transport instruction/consignment note lacks weight/volume information or contains incorrect weight/volume information, Tempcon reserves the right to check-weigh and measure. The updated weight/volume information will be entered by Tempcon on the transport instruction/consignment note for freight calculation purposes.

### Claims

#### Damaged goods

Tempcon's liability as carrier begins when Tempcon, through authorised personnel, has taken charge of the consignment for carriage, and ends when the consignment at the place of destination has been delivered to the consignee or made available to them.

In successive transport involving different carriers, Tempcon is not liable if it can be shown as probable that the damage did not occur during the period in which Tempcon was responsible for the consignment.

If, at the time of handover to Tempcon, the goods are in such a condition—e.g., due to ripeness, age, or temperature—that they are not suitable to withstand the transport in question, Tempcon is exempt from liability.

Any claim for visible damage, shortage or loss shall be made immediately upon receipt of the goods and noted on the signed copy of the consignment note (or other relevant document).

The recipient shall, in connection with receipt, check whether the goods have concealed damage that is not visible due to the packaging. Concealed damage shall be reported to Tempcon as soon as possible, but no later than seven (7) calendar days from receipt of the consignment. Tempcon is not liable for concealed damage reported after transport if the goods have previously been transported or handled and were not checked for possible concealed damage prior to the last transport. Any note regarding damage arising because the load compartment did not maintain the agreed temperature range shall be made upon delivery of the goods.

Otherwise, the agreed terms of liability apply, e.g., Alltrans 2007 and NSAB 2000.

#### Delayed goods

Liability and claims: any requested delivery time or condition stated by the principal (e.g., in a consignment note/transport instruction) is not binding on Tempcon.

### Force Majeure

Tempcon shall be relieved of its obligation to perform an assignment to the extent performance is prevented by circumstances beyond Tempcon's control and which Tempcon could not reasonably have foreseen. Tempcon shall promptly inform the principal when such circumstances occur and when they cease. Either party may, with immediate effect, terminate the agreement or suspend performance if such circumstances have lasted longer than one (1) month or—where a notice period has been agreed—longer than a period corresponding to the notice period.

### Other

Prices/fees not stated in Tempcon's General Terms and Conditions – Surcharges and Fees, applicable to certain types of transports or goods, may be charged in addition to those stated herein. If, due to the principal's specific requirements, the transport is carried out in a manner that deviates from Tempcon's normal routines, a special agreement regarding terms and prices shall be concluded. If the services performed by Tempcon are subject to a prohibition under applicable law or regulation (national or international, including legislation originating from the EU and the US), in particular laws related to trade embargoes or the combatting of terrorism, Tempcon is entitled at any time, with immediate effect, to discontinue performance of the services without prior notice and without incurring any liability to compensate the principal/consignor (or any party replacing them) of any kind.

### Freight payment

Freight may be designated as sender-paid, receiver-paid, or payable by another freight payer. Regardless of the payment option, the customer numbers of both the principal and the payer are required. Tempcon reserves the right to invoice the principal if the payer's customer number is missing. Home delivery may only be performed as sender-paid freight, subject to agreement. Collection takes place at the consignor as agreed. Loading/unloading is performed by the driver; the consignor and consignee shall provide the necessary assistance. If the consignor or consignee cannot provide the assistance assumed under the undertaking and this results in a need for additional personnel and/or technical equipment, an additional fee will be charged.

#### Freight calculation rules:

Consignments are calculated by loading meters or pallet spaces. Freight is calculated at: 280 kg/m<sup>3</sup>.

Minimum 780 kg per pallet space (1.2 m × 0.8 m) or 0.4 loading meters. For difficult-to-stow or bulky goods, the chargeable weight is 1,950 kg per loading meter. Long goods exceeding 2.40 metres are freight-calculated as loading meters with a minimum width of 0.40 metres. The rated weight is calculated as: length × 0.40 m ÷ 2.40 m and constitutes the chargeable weight unless the goods' actual weight exceeds the chargeable weight. The maximum permitted weight per pallet space is 780 kg.

### Load securing

If the consignor arranges the loading themselves, it is the consignor's responsibility to secure the load.

### Delivery obstacle

Goods that cannot be delivered for reasons such as the examples below are subject to a delivery-obstacle fee.

- The recipient cannot be reached at the stated delivery address.
- The recipient refuses to accept the goods.
- Required unloading equipment is not available.
- Access to the delivery location is obstructed.
- Transshipment is required due to local traffic regulations or limited accessibility.

### Extra loading/unloading time

The agreed pricing is based on loading/unloading commencing immediately upon arrival at the consignor/consignee. The time included in the price is as follows:

1–999 kg = 15 minutes

1,000–4,999 kg = 30 minutes

5,000–20,999 kg = 45 minutes

21,000 kg (full truck + trailer) = 60 minutes

### Pallets/load carriers

A pallet sent with the goods from the consignor is regarded as packaging and is forwarded to the consignee. Applicable national/international rules for pallets shall be observed. Pallet exchange is not applied. Pallet exchange may be offered by special agreement, for which a fee is charged.

### Pre-notification

Pre-notification is preferably made by telephone. Where pre-notification is requested by the consignor prior to delivery, pricing applies according to specification.



The driver calls the recipient a reasonable time prior to delivery. This requires that a correct phone number is stated in the transport booking.

### Technical equipment

Where technical equipment is required, pricing is based on actual cost and shall be agreed at the time of booking.

### Tail lift unloading

For loading/unloading with a tail lift, the consignment's chargeable weight must not exceed 5,460 kg (= 7 pallet spaces) and an individual pallet must not exceed 780 kg. For larger consignments requiring a tail lift, an additional charge applies.

### Timed unloading

Tempcon offers unloading at a specific time, with a time window of ± 30 minutes. This is arranged by separate agreement at the time of booking. The price for timed unloading may vary depending on traffic setup, requested time, etc. Tempcon's liability for loss arising from an unfulfilled transport commitment (delay) is capped at SEK 5,000 per consignment, inclusive of freight costs. Compensation is paid upon claim and subject to documented loss caused by the delay.

### Cargo insurance

Tempcon has limited liability in accordance with the agreed terms of liability. Cargo insurance is always taken out by the owner of the goods, not the carrier.

### Fuel surcharge ("DMT")

A fuel surcharge applies to each transport. For the current level, please refer to [www.tempcongroup.se](http://www.tempcongroup.se)

If the parties have agreed not to apply Tempcon's official fuel surcharge (DMT), but instead of a customer-specific DMT, the following applies:

If fuel prices increase or decrease by more than ten percent (10%), calculated from the current fuel price at the latest DMT adjustment, an additional weekly increase or decrease of the agreed DMT shall be applied.

This temporary increase or decrease ends when the purchase price has normalised again.

### Island location surcharge

Transport to and from islands without a fixed connection to the mainland (excluding Gotland) is performed by

agreement and at a minimum cost of SEK 995 per consignment.

### Home delivery

Home delivery is performed by agreement. The unloading method shall be stated at the time of booking. A phone number for notifying the recipient shall be provided both at booking and on the freight documents.

Home delivery must be booked separately; Tempcon will confirm the price for unloading.

Delivery is made to the property boundary.

Minimum surcharge: SEK 525 per consignment.

### Environmental fee

Tempcon reserves the right to charge future environmental surcharges.

### Re-delivery

Re-delivery to the recipient is performed based on a new transport instruction, and freight is charged to the freight payer.

If delivery cannot be made because the recipient was not available, the goods will be returned, and re-delivery will be carried out by agreement with an additional charge.

### Fees

Surcharges and fees	Domestic	International
Deadhead trip / failed pickup	*	*
Re-delivery	As agreed	As agreed
Uncollected goods	As agreed	As agreed
Manual consignment note	125 kr	125 kr
Waiting time	**	**
Extra loading/unloading time	**	**
Tail lift	***	***
Home delivery	From 525 kr	Not applied
Pallet exchange, per pallet	From 90 kr	Not applied
Receipt without remarks	120 kr	120 kr
Preparation of transport data	900 kr/hour	900 kr/hour
Cross bracing for double-stacked pallets	As agreed	As agreed
Openable side / side unloading	As agreed	As agreed



\* Deadhead trip / failed pickup: If cancelled before 12:00 on the same day as loading: 80% of the agreed freight cost. If cancelled after 12:00 on the same day as loading: 100% of the agreed freight cost.

\*\* SEK 560 for the first 30-minute period, then SEK 720 for each commenced 30-minute period

\*\*\* SEK 160/pallet is charged from 8 pallets and above; charging starts from the first pallet.