

THE ASSOCIATION OF

# DANISH COLD STORES

General terms and conditions

for Danish Cold Stores

2005

New version 11/2014

## GENERAL TERMS AND CONDITIONS FOR STORAGE IN COLD STORES

### **General terms and conditions**

These general terms and conditions shall apply to storage in cold stores and to the handling, processing, packaging, wrapping, cooling and all other work and storage services provided by cold stores.

#### **§ 1. Insurance**

- 1.1. The cold store has taken out insurance for the stored goods as regards damage caused by leakage of ammonia or other refrigerants. Thus, if the customer should want coverage against loss caused by other damage than that arising from leakage of ammonia or other refrigerants or damage as described in § 2.2., the customer himself must take out insurance therefore.

#### **§ 2. Liability of the cold store and the customer**

- 2.1. The below limitations of liability are the direct result of the unreasonable burden represented by total liability compared to the cost of storage.
- 2.2. The cold store shall not be liable for damage to goods handed in for storage, unless it may be established that mistakes or negligence have taken place, for which the cold store or its employees may be blamed.
- 2.3. In case the cold store is made liable, this liability shall under any conditions and circumstances be limited to an amount equivalent to the surrender value of the stored (damaged) goods at the time of the damage, this being the absolute and maximal liability of the cold store. Indirect loss shall not be covered.
- 2.4. The customer shall be liable and shall indemnify the cold store for any cost imposed on the cold store and/or third parties as a consequence damage caused by the customer's stored goods (product liability or similar liability).

#### **§ 3. Rules concerning storage:**

3.1. It shall be the customer's responsibility to inform the cold store in writing about the type and quantity of goods stored/released for collection. Unless the customer at the same time gives specific written instructions on how to handle the goods, the goods will be handled according to the cold store's technical assessment on how goods of the stated type should best be handled. Hereafter, the cold store shall not be made liable, should the chosen procedure prove to be unsuitable.

3.2. The cold store shall only take on responsibility for the number of units delivered for storage, and not the weight of the goods. If the cold store currently sends the customer a summary of the goods stored in the cold store, this summary shall be valid as final proof of the stored quantity, unless the customer contests its correctness within 8 days after receipt of the individual summary.

Full pallets and the like will not be taken apart for control, unless the cold store finds there is basis for this. The breaking down and reassembly of pallets etc. shall be carried out at the customer's expense.

The cold store shall not be liable for damage caused by bad or unsuitable packaging. The cold store shall be entitled to package or re-package goods at the expense of the customer, if the authorities so require or if it is found necessary due to the nature of the goods. However, the cold store shall, if possible, inform the customer hereof before it takes place.

3.3. The cold store shall be entitled – but not obligated – to control the quality, packaging, marking and temperature of delivered goods. Both the cold store and the customer, however, shall be unconditionally obligated to follow the rules and regulations laid down by the relevant ministry and other authorities.

On delivery to the cold store, the goods or their packaging shall be marked in such a way that they clearly distinguish themselves from other similar goods. The cold store shall be entitled to carry out such marking at the customer's expense, if the customer has not taken care of this himself.

The cold store shall not be responsible for the correctness, clearness and the durability of the stamps applied to the goods and packaging at delivery. The customer has full responsibility that information on certificates and export papers meet the requirements of the recipient country.

Bad smelling and perished goods will not be accepted. Consignments of unusual character and nature may be rejected.

3.4. Damage caused by conditions, which the cold store could not reasonably have prevented, such as breakdown of machinery, technical problems, strikes, lock-out,

civil unrest, natural disaster, shortage of necessary manpower, power failure, burglary, vandalism, etc., shall exempt the cold store from liability. Thus, such conditions shall exempt the cold store from any obligation and liability for the duration of the problems and their consequences. The cold store shall re-establish operations as soon as possible.

- 3.5. If damage arises, it is the responsibility of the cold store to make all reasonable efforts to limit the effects of the damage, as well as informing the customer about the damage as soon as possible.

If the cold store, according to the above provisions, is not liable for the damage, the customer shall be debited with the costs of damage control.

#### **§ 4. Complaints and statute of limitation**

- 4.1. Complaints against the cold store shall be made immediately and without undue delay. Claims made to the cold store more than 1 year from the time of delivery will – regardless of reason – be dismissed as obsolete.

#### **§ 5. Various**

- 5.1. Further information regarding the cold store's export permissions / authorisations may be obtained by contacting the cold store.
- 5.2. The cold store shall have the right to lien and pledge on the stored goods for any outstanding amount also concerning earlier released goods, which the cold store may have against the customer (the owner of the goods). The cold store must however accept a third parties rights, if the third party has made their perfection first in time. The cold store shall at any time be entitled to let the stored good be realised in the best and most suitable way according to the cold store, if the customer (the owner of the goods) has not paid the cold store's outstanding amount upon written request to do so.
- 5.3. The cold store has a lien on goods stored for any claim that the cold store may have against the customer (the owner of the goods). If the cold store has a claim against the customer the goods will not be released until payment has been made..

Any departure from Danish Cold Stores' general terms and conditions 2005 may take place after written agreement between the parties.