

### LOGISTICS MANUAL

The object of this Logistics Manual is to supplement the terms of the day-to-day cooperation between the Customer and Nagel Danmark (hereinafter referred to as "ND") governed by Nagel Danmark A/S – General Terms and Conditions which form an integral part of the parties' agreement. In the event of any discrepancy between the Logistics Manual and Nagel Danmark A/S – General Terms and Conditions, Nagel Danmark A/S – General Terms and Conditions prevail.

### **Booking**

Transport orders are placed in ND's eService system: <u>Nagel-Group - Danmark InternetBooking</u> (nagel-group.com)

Booking deadlines are specified in ND's traffic plans which can be seen here: https://www.nagel-group.com/da/nagel-danmark/nagel-danmark/danmark/danmark-downloads/

If the booking deadline is exceeded, the estimated time of delivery specified in the traffic plan may be exceeded as well.

The booking must as a minimum contain information about collection address and delivery address, labelling, weight, number of pallets, an indication whether the pallets are to be exchanged, pallet places, transport temperature, description of goods, requested collection and delivery dates, and any customs information.

The Customer is obliged to state any special demands, e.g. delivery by lift/small vehicle, as the goods will otherwise in this particular case be delivered by an ordinary vehicle.

Bookings must be confirmed (the key in the booking system is called: "confirm") and accurately state the number of packages and weight, at the time of loading at the latest. If the Customer wants a delivery note to accompany the goods to the place of delivery, this must be uploaded via eService at booking level.

ND has introduced a scanning procedure requiring that all part load pallets are provided with ND's bar code labels.

When the Customer has placed a transport order, bar code pallet labels must be obtained via eService. ND will send these to the email address provided by the Customer. These <u>must</u> be placed on the pallets.

If the transport orders have to be booked manually by ND, a booking fee will be charged, see the applicable list of rates.

ND will send pallet labels to the email address provided by the Customer. These <u>must</u> be placed on the pallets.

### Fixed time agreements:

Delivery takes place within the Customer's normal business hours according to ND's general traffic plans. The fixed time must be agreed in writing before the transport is booked. The stating of a fixed time in the booking system will only be regarded as a request made by the Customer and it will not be binding on ND until ND has confirmed the fixed time in writing. Please note that this may result in additional costs.

### Transport documents:

Delivery notes, commercial documents, customs documents etc. must be uploaded electronically.



Documents that are handed over to the driver at the place of loading will not accompany the goods to the place of delivery. If such documents are not uploaded, only CMR will be used. A neutral delivery note will only be forwarded subject to prior agreement.

If delivery notes, commercial documents etc. are to accompany the goods, one of the options below must be used:

- The delivery notes are placed directly on the goods if agreed with the consignee
- The delivery notes are uploaded in ND's eService (here the delivery notes will be attached to the CMR)
- In case of manual booking, the delivery note will be forwarded as a PDF file with the booking

Documents that are handed over to the driver at the place of loading will not accompany the goods abroad. However, customs documents must always accompany the goods.

## Transportation time/delivery requests

Unless otherwise agreed in writing, the goods are transported by one-man operated units, with the resulting transportation times, see ND's traffic plans. There is no delivery during weekends or on public holidays without a prior agreement.

Please note that specific public holiday plans also can be found under this link:

https://www.nagel-group.com/da/nagel-danmark/nagel-danmark/danmark-downloads/

## Changes to the booked/notified goods

If the number of pallets or the weight is reduced after the booking deadline, payment will be charged for the number of pallets/weight of the goods originally notified.

If the number of pallets or the weight is increased after the booking deadline, ND cannot guarantee that all goods will be collected. In that case, ND will inform you thereof.

## Temperature zones

ND's standard temperature zones are:

- +2°C
- -20°C

Dry goods with no temperature control requirements are transported without temperature control, however, ND reserves the right to transport dry goods at +2°C.

A full load may be transported at other temperatures than the above, but it must be agreed separately.

Other temperature ranges according to agreement.

## Temperature measurement

The driver is entitled to have the temperature of the goods measured upon loading. In case of any discrepancies, the driver is entitled to make reservations on the CMR.



Upon arrival at the cross dock terminal, random checks of the goods temperature will be made. If frozen goods exceed -15°C and chilled goods deviate from the temperature marked on the goods, the goods will be withheld.

ND will inform the Customer of the deviation.

### **Trailers**



ND offers various trailer types:

Single compartment with/without double stock Double compartment with/without double stock



## Food safety

ND is a transport company specialising in temperature-controlled products and complying with the food law and the IFS certification standards.

# Transport of goods on/in approved packaging

ND transports only goods that are packed on/in types of packaging approved by ND and listed under "Packaging".

The sender is thus obliged to make sure that the goods are packed and foiled in such a manner that contamination is prevented. The foiling must not prevent free air passage under the pallet.

The goods must not stand directly on the floor.



## Weight and dimensions

Unless otherwise specified in the offer of freight, the below dimensions/weight apply:

EURO pallet: 120 x 80 x 180 cm max. 700 kg gross.

EURO pallet in double stock: 120 x 80 x 110 cm max. 350 kg gross.

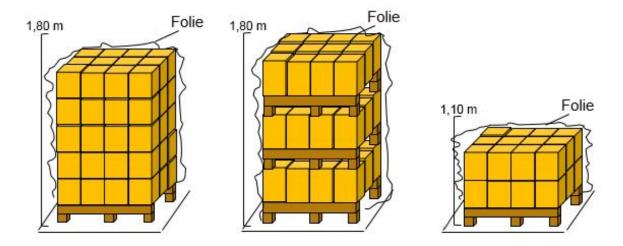
IND-pallet: 120 x 100 x 180 cm max. 900 kg gross.

Big Boxes: 120 x 100 x 110 cm max. 900 kg gross.

The max. gross weight for a full load is 22,500 kg, however, in Scandinavia 28,500 kg.

Pallet unit: A pallet unit is defined as a number of pallets foiled on the same base and thus called a pallet place. Goods for different consignees must not be placed on top of each other. A pallet unit is always interpreted as being for the same consignee/place of delivery.

Please note that there may be deviations from the above in relation to the individual countries.



Example of pallet units

# Exceeding weight/pallet dimensions

If the weight/pallet dimensions are exceeded, the following additional payments will be charged: EURO pallet dimension/weight increased to IND-pallet dimension/weight: 25%. Exceeding of IND dimensions/weight: 25%.

## Samples

Sample requirements:

Placed and foiled on a pallet by itself, maximum the size of a EURO pallet.

- Marked as a normal transport order
- Max. weight 25 kg.

Unless otherwise agreed, the individual sample consignment will be charged as one pallet.



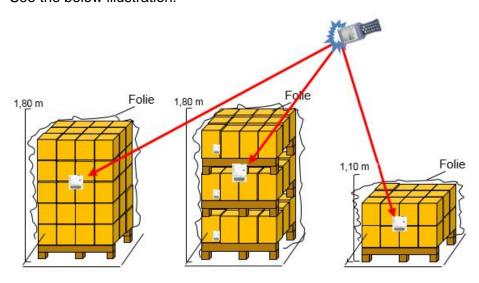
### General labelling

Each pallet unit must be provided with ND's pallet label.

Requirements for label placing:

- On a smooth surface
- No wrinkles, edges etc.
- On the short dimension of the pallet (to be loaded with the label visible from the trailer door opening
- In the upper third, but not closer than 5 cm to the vertical side

See the below illustration:



If changes are made to the booking, the Customer must make sure to attach new labels to the goods.

In case of incorrect labelling, ND is not obliged to forward/reforward the goods. If ND should incur costs in connection with incorrect labelling, such costs will be invoiced to the Customer according to the applicable list of rates.

## Futile freight

If an order is cancelled after the booking deadline (see the applicable traffic plans), ND will charge 80% of the gross amount for futile freight.

However, the invoice will specify the amount chargeable according to the valid offer, and any empty load will be specified on a separate line with a reduction of 20% of the chargeable amount.

In case of futile freight, ND will inform you thereof.

## Freight rate surcharge

### **MAUT**

All applicable road tax rates are included in the freight rates.

#### Diesel oil

The freight rates are exclusive of the diesel oil surcharge applicable at any time. The diesel oil surcharge is fixed by ND on the basis of ITD's model for calculation of diesel oil surcharges. ND's



diesel oil surcharge is determined each Monday for the current week based on ITD's model for calculation of diesel oil surcharges for the preceding week. The current oil rate is shown here: https://www.nagel-group.com/da/nagel-danmark/nagel-danmark/danmark-downloads/

### Exchange pallet fee - EURO pallets

Any exchange of pallets on/at/with the specific markets/destinations/customers is subject to prior written agreement. The Customer is responsible for booking the correct type of packaging. Rates according to the applicable list of rates.

### Marpol

Rates according to the applicable list of rates.

### Other services in connection with the transport

The below services are not included in the freight rates. ND will inform you about the invoicing of such services.

### Waiting time:

Waiting time is charged after two hours in case of full loads and after one hour in case of part loads.

Rates according to the applicable list of rates.

### Waiting days:

Waiting time or deviation from the time of delivery of more than 10 hours is charged as a waiting day.

### **Trailer days:**

Rates according to the applicable list of rates.

#### Second driver

Subject to agreement.

### Lift/city delivery:

Subject to agreement.

#### Weekend collection/delivery:

Subject to agreement.

### Additional place of loading/unloading:

Subject to agreement.

### Obtaining of CMR

Obtaining of CMR, see applicable list of rates.

### Fixed time agreements:

See above under "Booking".



### **Customs**

### Temporary storage facility (MIO)

According to the Customs Code of 2016, security must be provided and accounts must be prepared for temporary storage facilities (MIO). Consequently, only ND's may prepare such for ND's storage facility.

### **SAMPLES**

In case of samples, an invoice including the customs value must be issued. The value must correspond to the actual value of the goods.

Customs documents must be prepared for consignments to Switzerland, regardless of their value.

Customs documents must be prepared for consignments to Norway if the value exceeds NOK 300.

For customs queries, please contact: <a href="mailto:DK.import@nagel-group.dk">DK.import@nagel-group.dk</a>

## Handling of complaints in connection with transport

International transports are governed by the provisions of the CMR.

The Customer is obliged to mitigate the damage and to ensure that applicable law and Nagel Danmark A/S – General Terms and Conditions are complied with in cooperation with ND.

### Damage to goods and delays

In the event of damage to goods and delays, ND must be given the possibility to assess the extent of damage, if requested by calling an average agent.

The owner of the goods is responsible for determining the final handling of damaged goods.

ND is maximum liable for the amount of freight in case of delays. This includes consequential costs.

Any penalties must be settled by the seller and the buyer and cannot be passed on to ND.

## Types of packaging

ND offers to exchange the following types of packaging in the countries specified in the list of types of packaging for exchange:

- EURO pallet
- H1-pallet
- E2 boxes

Any exchange of pallets on/at/with the specific markets/destinations/customers are subject to prior written agreement. The Customer is responsible for booking the correct type of packaging.

ND charges an exchange pallet fee per EURO pallet, see the applicable list of rates.

The price for exchange of other types of packaging is subject to agreement.



## List of exchange packaging in different countries

X = exchange packaging

Exchange packaging by country:			
Country	EURO	H1-pallet	E2 boxes
Belgium	X	X	Х
Denmark	X	X	Х
France	X		
Holland	Х	X	Х
Italy	Х		
Poland	X		
Sweden	X		
Germany	Х	Х	X
Austria	Х		
Switzerland	Х		
Luxemburg	X		

## **EURO** pallet quality

ND only exchanges EURO pallets that comply with the UIC 435-2 standard: https://www.epal-pallets.org/eu-de/ladungstraeger/epal-europalette/

Requests for pallet qualities that deviate from the above will result in the Customer being invoiced

surcharges.

Upon takeover of EURO pallets delivered directly to the consignee, ND is not liable for the quality of the EURO pallets.

NDs driver has no chance to check the pallet quality at the loading site.

## Washing of plastic packaging

Clean plastic packaging is only delivered subject to agreement and against payment.

## Documentation of packaging exchange

As described in Nagel Danmark A/S – General Terms and Conditions, a receipted CMR waybill as well as a packaging receipt are valid documentation of packaging exchange.

When handing in goods at an unmanned reception/delivery area, the consignee is responsible for proving any deviations from the specifications in the CMR waybill / packaging document.

Issued ND packaging documents are as valid as the consignee's/customer's packaging document.



### Packaging accounts

It may be agreed in writing that ND keeps packaging accounts of the types of packaging specified above.

Packaging is not necessarily exchanged on a 1:1 basis, but is booked/balanced according to vouchers (CMR waybill / packaging documents) in the packaging account.

If the consignee/sender does not want to open a packaging account with ND, ND reserves the right to debit the Customer's/sender's packaging account.

If the consignee does not offer exchange/return packaging upon delivery, ND reserves the right to carry back the packaging in the account to the sender/consignee or to invoice it to the Customer.

Any defective packaging is carried back to the sender/Customer in the packaging account or it is invoiced.

A statements of account is only forwarded once a month. It must be balanced no later than 14 days after the forwarding date. Non-approved statements of account are regarded as accepted when the deadline has expired.

An administrative fee of DKK 250 per case is charged for the procurement of documents for statements of account already balanced.

## Packaging rates

When settling the packaging account, the price of purchasing new packaging will charged according to Nagel-Group's applicable rates.

For further information, please contact dk.packaging@nagel-group.dk

## Packaging pool

Any packaging pool is subject to individual agreement when the agreement is made.

The customer is responsible for start-up stocks. ND provides packaging only subject to prior agreement.

## Ordering of packaging

The deadline for ordering of packaging will be minimum one week before the requested delivery. If a shorter time is required, it may result in additional costs.

# Time limits specified in packaging documents

Any demand for payment of a packaging balance of less than six months is not accepted. ND reserves the right to carry back the packaging to the Customer if the time limit for exchange in the packaging document is not observed. Any special provisions on statute-barring of pallets outstanding which may be stated in the pallet recipient's/Customer's own packaging form are invalid and non-acceptable to ND. This applies although ND has acknowledged receipt on the form concerned.



## Invoicing

The collection date is used as the invoice date. Invoices are issued per booking.

## Currency

The currency is specified in ND's offer.

However, booking fees and exchange pallet fees are only payable in DKK or EUR.

Marpol is only payable in DKK.

The fees are converted in the invoice according to ND's applicable exchange rate.

## Complaints in connection with payment

All complaints concerning payment must be sent to:

DK.invoicequeries@nagel-group.dk