



NSAB Moving
General Liability Conditions

***NSAB Moving is based on NSAB 2015
(General Conditions of the Nordic Association of Freight Forwarders),
and has been specifically developed for moving services.***

APPLICABLE FROM 01.01.2017



INTRODUCTORY PROVISIONS

The General Conditions of the Nordic Association of Freight Forwarders (NSAB) Moving - the Agreement - set forth the removal company and customer's rights and obligations, including the removal company's liability under various transport law conventions, such as CIM, CMR, the Hague-Visby rules and the Montreal Convention, or any amendments, annexes or protocols of any such transport law conventions.

SECTION 1: USE

These conditions apply for agreements of packing, carriage and storage of removal goods, etc. between the removal company and the customer. The agreement is an adaptation of NSAB 2015, which applies as background law in the case of any dispute that might arise between the parties. In the event of a discrepancy between the Norwegian and English texts, the Norwegian text shall prevail

SECTION 2: NETWORK CLAUSE

If a certain mode of transport has been expressly agreed upon, or if it is proved that loss, depreciation, damage or delay has occurred whilst the goods were being carried by a particular means of transport, the removal company shall be liable in accordance with the statutory provisions applicable to such mode of transport and commonly used conditions of carriage, to the extent that these deviate from the provisions in section 6, paragraph two and three or sections 17 - 24.

SECTION 3: THE REMOVAL COMPANY'S ASSIGNMENT

A. Services

The removal company's assignment may include the performance of:

- packing
- handling and labelling of goods,
- carriage of goods,
- storage of goods,
- other services in connection with the carriage or storage of goods, such as,

- 1) clearance of goods,
- 2) cooperation in the performance of the customer's obligations under public law,
- 3) taking out insurance,
- 4) assistance with documents for export and import,
- 5) collection of 'cash on delivery' charges and other assistance concerning the payment for the goods,
- 6) advice in matters of transport and distribution.

The removal company may carry out these services either on its own account (contracting party) or as intermediary.

B. The removal company as contracting party.

- 1) In accordance with sections 2 and 17-24, the removal company will be responsible as a contracting party for all services undertaken by the removal

company excluding instances under section 3 C below. The removal company is furthermore responsible for other contracting parties that the removal company has engaged to perform or carry the contract.

- 2) These conditions apply equally to the persons that provide services for the removal company in order to perform the contract as to the removal company himself, irrespective of the grounds for the customer's claims against the removal company and such other persons. The aggregate liability of the removal company and such other persons is limited to the amount that applies to the removal company's liability under these conditions.

C. The removal company as intermediary

Notwithstanding section 3 B.1 above, the removal company can, in accordance with section 25 - 27, undertake services - or parts of services - as intermediary, if the removal company does not undertake such services in his own name or on his own account and on the condition that the removal company specifies to the customer that the services are undertaken solely as intermediary. As intermediary, the removal company is not responsible for parties other than his own employees.

Examples of intermediary services include:

- a) Customs clearance carried out by a third party,
- b) Consultancy services, project planning etc. that is subcontracted and carried out by a third party.

D. Warehousing

D. With regard to warehousing, the conditions of section 28 apply.

E. General practice etc.

In addition to what has been expressly agreed upon, general practice and commonly used terms shall be applicable in so far as they do not deviate from these conditions.

SECTION 4: THE CUSTOMER

In the present conditions, the customer is the party that has concluded the contract with the removal company, or that has acquired the rights of that party. The responsibility of the customer is governed by the conditions of section 29.

GENERAL CONDITIONS

SECTION 5: PERFORMANCE OF THE CONTRACT

It is incumbent upon the parties to provide each other with information necessary for the performance of the contract. The removal company undertakes to pack, collect, handle and procure the transport of goods in accordance with the contract and in a suitable way for the customer with generally used means and routes of transport.

A contract between the removal company and the customer (for carriage or other services) evidenced by electronic transport documents shall be deemed to have been concluded only when the removal company issues an electronic receipt which includes an acceptance thereof.

Instructions to the removal company concerning the scope of the contract shall be given directly to him. Unless otherwise specifically agreed, the contract includes only goods that are harmless and that can withstand normal handling, transport and storage.

The customer must specifically call attention to valuable, delicate, hazardous or perishable items (e.g. silverware, jewellery, art, antiques, crystal, porcelain, chemicals, foodstuffs).

Valuable items are like regular removal goods included in the removal company's liability for goods with only a standard average value of regular removal goods (see section 24).

The removal company may without prior notice remove dangerous goods that are incorrectly declared, and if necessary render harmless or destroy such at the cost of the customer.

Unless specifically agreed upon, the removal company is not liable for money, securities and other valuables.

The removal company is not liable for objects that the customer himself has packed and readied for handling and transport as long as handling and transport is carried out in a normal and satisfactory manner.

SECTION 6:

It is the duty of the removal company to prove that, according to the contract, he has protected the customer's interests in a diligent manner.

If the removal company himself or his own employees have wilfully or grossly negligent, caused damage, delay or other loss, or the removal company's subcontractor has wilfully caused damage, delay or other loss, the removal company may not invoke the rules in these conditions which exonerate him from or limit his liability, or alter the burden of proof, unless otherwise stated in section 2.

If the exact circumstances that resulted in loss, damage to, depreciation of, or delay of goods which occurred when the goods were in the custody of the removal company cannot be demonstrated, this shall not in itself be considered as gross negligence on part of the removal company.

SECTION 7:

The removal company shall be responsible for ensuring that the goods are picked up, carried and delivered within a reasonable time (without a time guarantee). When assessing such reasonable time, regard shall be had to information as to the expected time of arrival stated by the removal company in his marketing or in connection with the signing of the contract.

The removal company is responsible (with a time guarantee) for the goods being picked up, carried and delivered within the time that:

- has been agreed upon in writing as a specific time-guaranteed transport
- has been submitted in writing as a condition by the customer and expressly accepted by the removal company,
- has been presented by the removal company in a written quotation that was accepted by the customer.

SECTION 8:

If it becomes necessary for the removal company in the performance of the contract to act before seeking instructions, he does so at the customer's risk and for his account.

If the risk of depreciation of goods already taken over arises or, if by reason of the nature of the goods, there is a danger to persons, property or to the environment, and the customer cannot be reached, or should he not, upon being requested to remove the goods, arrange to do so, the removal company may take appropriate measures in respect of the goods, and, if necessary, sell the goods in an appropriate manner.

The removal company may, depending on the circumstances and without notice, on behalf of the customer, sell, render harmless or destroy goods which are in danger of becoming worthless or extensively depreciated, or which give rise to imminent danger.

After deduction of reasonable expenses connected with the sale, the sum received from the sale shall be immediately reported to the customer.

The removal company shall notify the customer as soon as possible of measures that have been taken, and, upon request, supply evidence of any expenses in connection herewith, as well as prove that he has exercised due diligence in limiting costs and risks.

For such expenses the removal company may debit a special expense charge.

SECTION 9:

In the case of damage, delay or other loss due to acts or omissions from a third party, the removal company has a duty to notify the customer, but only if the removal company or his own

employees have – or ought to have had – knowledge of such damage, delay or loss. The removal company shall inform the customer and in cooperation with him implement the required measures to secure the customer's claim for compensation from the party who has caused the damage or loss or who bears the responsibility for this. Upon request, the removal company shall assist the customer in settling his differences with the third party.

If so requested, the removal company shall transfer to the customer all rights and claims that the removal company may have under his agreement with a third party.

SECTION 10:

The removal company's quotation is based on information relevant to the contract supplied to the removal company, or otherwise on circumstances that are deemed by the removal company as normal for the intended contract.

Matters significant to the contract may include:

- Access conditions for removal truck at both removal and delivery location.
- Access conditions for removal and delivery of the goods. Building floor conditions.
- Items from and to other addresses than what is specified as the removal and delivery address,
- Special objects that require special goods handling.
- Special objects that may harm other goods.
- As long as the removal company's representative has inspected the moving load and conditions, the removal company itself is responsible for assessing conditions that affect the removal company's quotation.

Unless otherwise agreed, the customer is obliged, upon request, to make advance payment for such expenses as may be incurred in the performance of the contract.

SECTION 11:

Notwithstanding the customer's obligation as to payment under contracts of sale or freight agreements with parties other than the removal company, he has a duty upon request, subject to terms being agreed upon, to pay the removal company what is due as per the contract (remuneration, advanced payment, refund of outlays etc.) including advance payment to the removal company for such expenditures, in accordance with agreed conditions.

Unless otherwise agreed, when the goods have not been delivered for transport under the terms of the contract, and the contract therefore cannot be wholly or partially executed as agreed, and further in the event the contract is interrupted and cannot be executed as agreed upon due to circumstances beyond the control of the removal company or his

subcontractors, the removal company has the right to receive the agreed payment for freight and other remuneration less what the removal company has saved, or could reasonably have saved, by not having to execute the contract.

The above should also apply in the event the removal company having agreed to allow the customer to defer payment until the arrival of the goods at the place of destination.

SECTION 12:

The removal company has the right to special compensation for work which is necessary in addition to what has been explicitly agreed upon or normally follows from the removal company's contract. The compensation is determined in accordance with the same principles as those applying to the compensation for the services under the contract.

As regards outlays in addition to those which have been expressly agreed upon, or which normally follow from the removal company's contract and which have not been paid in advance to him, the removal company has the right to compensation for documented outlays and costs connected therewith.

SECTION 13:

If the removal company, when acting as an intermediary, has to pay additional costs for services supplied by a third party, the customer has a duty upon request to refund these amounts subject to appropriate documentation. It is the removal company's duty to check, and if possible, ensure together with the customer, that the services rendered are within the scope of the contract, and that the amounts debited are reasonable. The removal company shall, if possible, inform the customer prior to such payment being made.

SECTION 14:

Should the performance of the contract be interrupted by reason of hindrances beyond the removal company's control, he is entitled to refund of outlays incurred and work carried out against appropriate documentation.

SECTION 15: CONFIDENTIALITY AND INFORMATION SECURITY

The parties undertake to treat all material information received from the other party as confidential.

Each party is responsible for that its employees and advisers comply with the obligations of the party as set forth in the freight forwarding contract.

The parties shall take appropriate technical and organizational measures to safeguard the information security of its services and the storage and use of information processed in its information system having regard to the security of the functions, telecommunication, hardware and software as well as the confidentiality and integrity of the data content.

All access to the information systems of the removal company or the customer must be conducted in a manner which safeguards the security of the accessed information system.

The parties shall exercise reasonable care in observing the obligations above taking into account technology available and the risks and costs involved.

The obligations set forth above in this section 15 shall survive termination of the contract between the removal company and the customer.

SECTION 16: RIGHT OF RETENTION AND LIEN

The removal company has a right of retention and a lien on the goods under his control, for fees and expenses in respect of such goods – remuneration and warehousing charges included – as well as for all other amounts due from the customer under contracts according to section 3 above.

Should the goods be lost or destroyed, the removal company has similar rights in respect of compensation payable by insurance companies, carriers or others.

Should the amount due to the removal company not be paid, he has the right to arrange the sale, in a satisfactory manner, of as much of the goods as is required to cover the total amount due to him, including expenses incurred.

The removal company shall, if possible, inform the customer well in advance what he intends to do with regard to the sale of the goods.

SPECIAL CONDITIONS

SECTION 17: THE REMOVAL COMPANY'S LIABILITY AS A CONTRACTING PARTY

The removal company is liable as a contracting party in accordance with sections 18 - 24 for loss, depreciation of or damage to goods, occurring between the moment when the goods have been taken over for transport until the moment the goods have been delivered, as well as for delay in delivery.

In any event, the liability as a contracting party ceases when the removal company has informed the party who has the right to receive the goods that the goods have arrived, or has forwarded a written notice in this respect to the address stated by the customer.

If the customer fails to fulfil his duty to receive the goods, the removal company shall obtain instructions from the customer.

Thereafter, the removal company is liable for taking care of the goods as agreed or follows from his duty to protect the customer's interests in a diligent manner under section 6.

SECTION 18:

There is no liability if loss, depreciation, damage or delay is caused by:

- a) fault or neglect of the customer,
- b) packing, handling, loading, stowage or unloading of the goods by the customer or anyone acting on his behalf,
- c) the inherent nature of the goods to be easily damaged, e.g. by breakage, leakage, spontaneous combustion, rotting, rust, fermentation, evaporation or being susceptible to cold, heat or moisture,
- d) lack of or insufficient packing,
- e) faulty or insufficient address or labelling of the goods,
- f) faulty or insufficient information about the goods,
- g) the use of open transport equipment, where this is usual or has been agreed;
- h) circumstances which the removal company could not avoid and the consequences of which he was unable to prevent.

Unless specifically agreed, the removal company is not liable for money, securities and other valuables.

SECTION 19:

Compensation for loss or depreciation of goods shall be calculated on the basis of their invoice value, unless it is proved that their market value, or the current value of goods of the same kind and nature at the time and place the freight forwarder took over the goods was different from the invoice value. Compensation will not be paid for antique value, sentimental value or other special value.

In addition, freight charges, customs charges and other outlays connected with the transport of the goods lost will be reimbursed.

Apart from that, the removal company is not obliged to pay any compensation, such as consequential damage, of any kind whatsoever. For maximum compensation, see the limitation rule in section 24.

SECTION 20:

Compensation for damaged goods shall be equivalent to the depreciation in value.

The amount is arrived at by using the percentage of depreciation in value consequent upon damage to the goods, in relation to the value of the goods, as laid down in section 19, par. 1. Expenses referred to in section 19, par. 2, first sentence, will also be paid to the same extent, but apart from this, the removal company is not obliged to pay any further compensation.

SECTION 21:

If the removal company has paid the full value of the goods, he may take over title to the goods if he so desires.

SECTION 22: DELAY

A. If the goods are delivered too late under section 7, par. 1, the removal

company shall compensate the customer for such direct and reasonable expenses as could have been foreseen as probable consequences of the delay at the time of the conclusion of the contract, although with an amount not exceeding a sum equivalent to the freight or other compensation agreed in the contract. Such credit will nevertheless not take place if the delay arises due to circumstances beyond the control of the removal company.

B. When a time guarantee has been agreed according to section 7, par. 2, and the agreed time of transport has been exceeded, the removal company shall, unless otherwise agreed, credit the customer for the freight or any other compensation agreed upon for the transport. This does not apply if the delay was caused by circumstances beyond the removal company's own control. With regard to the carriage of goods by road within Europe, the removal company's own control is also considered to include actions or omissions of actions that can be controlled by persons engaged by the removal company for the performance of the contract. The customer shall be considered to have suffered a loss equivalent to the amount of the freight, as long as it cannot be shown that the amount of the loss is less. In the latter case only the amount equivalent to the loss shall be credited.

SECTION 23: TOTAL LOSS IN CASE OF DELAY

A. The customer has the right to compensation as if the goods had been lost if no delivery has been made:

- With regard to international road transports, within 30 days after the expiry of the agreed period of time, or, if no particular period of time has been agreed upon, within 60 days from the moment the goods were accepted for transport,
- For other types of transport, within 60 days from the time when the goods should have arrived.

The customer has no right to compensation as if for total loss if the removal company can prove within the aforementioned time limits that the goods have not been lost and that they can be delivered within a reasonable period of time.

B. In case of incorrect labelling or delivery to wrong destination, the removal company shall choose between transporting the cargo to its original destination using same or similar means of transportation as originally agreed upon or used by the removal company or compensating the customer with the full value in accordance with sections 19 and 20 of the goods at the time and place of the destination originally agreed upon, but shall be under no further liability or bear any further costs related to the goods regardless of the circumstances.

SECTION 24:

For loss, depreciation of or damage to goods the removal company's liability is limited to NOK 1,200/m³ of the part of the goods which has been lost, depreciated or damaged. The removal company's liability is limited to NOK 100,000 for each contract.

For all other services the removal company's liability is limited to NOK 100,000 in respect of each assignment.

SECTION 25: THE REMOVAL COMPANY'S LIABILITY AS INTERMEDIARY

The removal company is liable for damage resulting from his lack of due diligence in the performance of the contract.

The removal company is liable for damage resulting from his lack of due diligence in the performance of the contract. The removal company is not liable for acts or omissions of third parties in performing the transport, loading, unloading, delivery, clearance, storage, collection or other services rendered by the removal company. When assessing whether the removal company has acted with due diligence it shall be taken into consideration what the removal company knew or should have known regarding the third party as well as which information was given by the customer regarding the character of the task as well as other information with relevance to the selection of a suitable third party.

Unless specifically agreed, the removal company is not liable for money, securities and other valuables.

SECTION 26:

In calculating the extent of compensation for loss, depreciation, damage and delay, and all other loss, the principles of sections 19-24, shall apply correspondingly.

SECTION 27:

The removal company's liability as intermediary, etc. is limited to NOK 100,000 in respect of each contract, always provided that compensation cannot exceed:

- a)** for delay: a sum equivalent to the agreed payment for the contract,
- b)** for loss, deficiencies or damage to the goods: NOK 1,200/m³ for that part of the goods that is lost, missing or damaged.

SECTION 28: STORAGE

The following provisions apply for storage contracts:

1. Storage method, storage rent, termination:

- a)** If the customer has not provided specific instructions for storage of the goods, the removal company may choose between different storage methods. In exceptional cases the removal company may choose outdoor storage, on condition that he at all times acts with due diligence. The removal company has the

right to move goods to different premises in reasonable proximity on condition that the customer is notified and that the customer is not burdened by additional costs.

- b)** The lease may be terminated by both parties with 30 days' notice. The removal company may always direct its termination to the address provided by the customer, cf. item d.

- c)** Storage rent is payable in advance for 30 days and may be adjusted by the removal company with one month's written notice. The rent is calculated for 30 days or part thereof.

- d)** The customer must at the start of the storage inform the removal company where information on the goods, payment of rent, etc. is to be sent. The customer must immediately inform the removal company of any changes with regard to this item.

- e)** Access to the storage facility is only permitted for the customer in the company of the removal company's personnel. Visits should be announced well ahead, and the storage receipt must be presented. Attendance for presentation and removal of individual packages is charged to the customer against extra payment.

2. The removal company's liability:

- a)** The removal company is liable for the number of packages and for returning the packages to the customer in the same condition at the end of the storage period, but has no liability for weight and content. Deficits may not be claimed for individual items that are not expressly indicated in the inventory list. The removal company is not responsible for damage to goods that are packed by the customer upon deposit. Liability for damage to contents is under any circumstances only assumed by the removal company when he at the customer's request has checked the content of the packages upon release and that the damage is noted in writing. The removal company must confirm in writing that the content has been checked. The customer must pay the extra costs related to repacking, etc.

- b)** The removal company is only liable for damage to goods if negligence on the part of the removal company may be established in the case of either storage or handling of the goods. The same applies to liability for theft, burglary, fire, etc. in accordance with applicable Norwegian law. The removal company's liability is limited to NOK 100,000 per contract, albeit such that compensation may not exceed NOK 1,200 per cubic metre of stored goods of that part that is lost or damaged.

This limitation of liability does not apply if the damage has occurred with intent or gross negligence on the part of the removal company.

3. Settlement:

All due amounts related to the storage must be paid by the customer before the stored goods may be released. This also applies to partial release. Release of the goods may take place to the customer or

to the person who can present written authorisation from the customer. The removal company assumes no liability for release to the wrong person on condition that he has shown due care upon release. Item 2b applies correspondingly.

4. On deficient payment of storage rent:

Should storage rent etc. not be paid, the storage company will exercise the right of retention and lien on the goods in accordance with section 16 and sell the stored goods via the enforcement authorities to cover outstanding amounts.

The storage company may destroy goods without sales value after notice is given in accordance with section 16.

SECTION 29: THE CUSTOMER'S RESPONSIBILITY

The customer has a duty to hold the removal company harmless for damage or loss incurred by the removal company owing to the fact that:

- a)** the particulars concerning the goods are incorrect, unclear or incomplete,
- b)** the goods are incorrectly packed, labelled or declared, or incorrectly loaded or stowed by the customer or another party acting on his behalf,
- c)** the goods have such harmful properties as could not have been reasonably foreseen by the removal company,
- d)** the goods have such harmful properties that they cause damage to other goods or the removal company's equipment
- e)** the removal company is obliged to pay customs duty or other official fees or provide security, unless such obligation is caused by the removal company's error or neglect.
- f)** the goods are illegal, defective, deficient or noncompliant with applicable rules or regulations, are suspected of being or are documented to be in violation of intellectual or industrial property rights of a third party; or the necessary official permits are not in place for the import, export, handling, storage or transport of the goods,
- g)** the removal company suffers a direct financial loss, fines or penalties, incurs administrative charges, incurs loss or damage related to the removal company's authorizations or licenses.

In assessing the customer's responsibility in accordance with a) and b) regard shall be had to whether the removal company, despite his knowledge of the circumstances, has accepted or failed to make an objection to the measures taken by the customer in respect of the goods.

The customer must hold the removal company harmless, if the removal company in its capacity of charterer or shipper under sea transport becomes responsible for payment of general average contribution for the customer's goods. The same applies if the removal company for other reasons as mentioned above, is subject to claims from third parties.

SECTION 30: CLAIMS

Upon release, the customer must inspect the goods carefully and present any claims in writing to the removal company without undue delay. In case of apparent depreciation or damage, notice should be given immediately upon the receipt of the goods and be noted on the release order. The customer must in all circumstances forward claims within 14 days from the day the customer was or should have been aware of the circumstances that could justify the removal company's liability. If such notice of claim has not been given, the customer has lost his right of claim.

SECTION 31: VENUE

When the removal company's habitual place of business is located in Norway, legal proceedings against him shall be instituted before Oslo District Court and in accordance with Norwegian law.

NSAB Removal has been prepared in cooperation with the Norwegian Logistics and Freight Association (NHO LT).