

# Noridane Foods

## General terms of logistics

### Effective as of 8th of August 2024

#### 1. Introduction

**1.1** These general terms and conditions of logistics (the “Terms”) shall apply to Truck instructions and Shipping instructions (contracts) entered by Noridane Foods A/S and Noridane Foods AS as well as the companies which are, and which will later be a part of Noridane Foods’ group of companies (hereafter referred to jointly as “ND”).

**1.2** The Terms shall apply to all contracts which are entered into on or after the date of the Terms unless otherwise expressly agreed by ND. ND will usually issue a transport order (“Truck instructions or Shipping Instruction”) to the Carrier, however, the Terms shall apply to the order regardless of whether a Truck or Shipping instruction has been issued. Truck and shipping instructions hereafter referred to jointly as “Instructions”

**1.3** The “Carrier” shall be defined as the party to which an instruction are issued to by ND. If a subcontractor is involved in the instructions, then the subcontractor shall also be deemed a “Carrier” and shall be bound by the Terms.

**1.4** Any terms and conditions proposed by the Carrier shall only be applicable if they have been expressly agreed to in writing by ND.

#### 2. Definitions

**2.1** In these Terms the following words shall have the following meanings:

“**Carriage**” means the whole or any part of the carriage, loading, unloading, handling and any and all other services, including freight forwarding services, whatsoever undertaken by the Carrier or the Freight Forwarding in relation to the Goods shipped.

“**Carrier**” means an individual or legal entity that is the business of transporting Goods for hire, such as, but not limited to, shipping lines, airlines trucking companies and railroad companies.

“**Freight Forwarder**” means an individual or legal entity that organizes the transportation of the Goods, including, but not limited to, by ship, airplanes, truck or trains.

“**Goods**” means the cargo that the Carrier and/ or Freight forwarder Carriage on behalf of ND

“**Terms**” means these general terms for freight of goods

#### 3. Terms of payment and prices

**3.1** The price set out in the instructions includes fuel, toll, tunnel and veterinary costs and costs to be incurred by the Carrier under the agreed delivery terms.

**3.2** ND shall be entitled in its sole discretion to settle any invoice issued in respect of a contract by set-off.

**3.3** The Carrier is not entitled to demand interest nor charge a fee in case of delayed payment from ND.

**3.4** Unless otherwise agreed in writing, the payment terms shall be net 60 days from the invoice date.

**3.5** Transport invoice + documents must be only send via mail on invoice@noridane.com with ND order number in mail subject in order to be duly paid.

**3.6** The Carrier / Forwarder shall provide ND with Transport Rates for over. Rates must cover agreed INCOTERMS, additional fees, and

charges such as Telex Release Fees and Waiver Fees (when applicable). For ALL-IN rates, a detailed list of included services must be provided and agreed upon

#### 4. Time of loading and delivery

**4.1** The dates stated in the instructions should be considered as precise date of loading and delivery. Changes to the loading dates must always be communicated to Noridane and supplier/loading place in due time. Any costs connected to the change shall be covered by the Party causing the change.

**4.2** Carrier charging regulation for waiting on loading and unloading places: from 1-6 hours free of charge, from 7-12 hours maximum 150 EUR, from 13-24 hours maximum 250 EUR.

**4.3** Noridane charging regulation for delay on loading and unloading places: from 1-6 hours free of charge, from 7-12 hours maximum 150 EUR, from 13-24 hours maximum 250 EUR. In case of higher proven costs due to the carrier's delay, Noridane will charge the carrier for the entire amount of the damage.

**4.4** Noridane charging regulation for cancelation: 24 hours until loading date for frozen/EU loads free of charge. For fresh/EU or loads with customs, the carrier is obligated to inform about truck cancelation 48 h before loading date, in case of later cancelation, Noridane will charge the carrier for the entire amount of the damage.

**4.5** Free of charge cancelation of the order from ND > 24 hours till loading appointment. In case of later cancelation, the Carrier is allowed to charge max. 250 EUR penalty.

**4.6** The Carrier is obligated to send the arrival time of truck and truck plates 24 h before loading date for EU loads. If loads require customs, this is extended to 48 hours. For carrier related to container shipments The Carrier must send the Container details (container number, seal number, container tara weight) to ND and supplier/loading place at least 24 hours before the loading date.

**4.7** If containers or trucks are delayed, the forwarder is responsible for associated costs (i.e. external inspector, veterinarian). Agreed loading dates and times must be followed.

#### 5. Drivers and trucks

**5.1** The driver must be present during the loading process:

- A) to instruct how to place the goods in the trailer to avoid axle or total overload
- B) The Driver must secure the pallets by himself or give instructions to the loading place on how to secure them
- C) The Driver must check if the number of loaded pallets is the same as written on the CMR.

In case The Driver is not allowed / capable to be present at the loading process, The Driver must write a note on the CMR, confirm it from loading place and inform ND.

**5.2** The driver is obliged to report if the loaded weight is less than that specified on the transport order, even before or after regular working hours (Monday-Friday 08:30-17:00).

**5.3** The driver is obliged to report as soon as possible any additional mark/note connected to a possible claim on the CMR.

# Noridane Foods

## General terms of logistics

### Effective as of 8th of August 2024

**5.4** The driver is responsible to collect the required documents mentioned in the instruction/order and keep it within the possession of the Driver or in the truck until the delivery of goods at the unloading place.

**5.5** If exchange pallets are requested, the driver is obliged to confirm the exchange during loading and unloading on the CMR, pallet or delivery note - if there is no written confirmation, the cost will be invoiced to the Carrier.

**5.6** During the unloading process, the seal on the trailer door may be removed only by the unloading company, not the truck driver.

**5.7** The truck must be able to provide a temperature ticket at any time/request of ND.

**5.8.** Transport prices/ offers given by carrier are ALL-IN rates; included are all extra costs like fuel, toll, tunnel, veterinary and border costs.

#### **6. Carriers/suppliers and container transport**

**6.1** If a delivered container is damaged, dirty, or has a bad odor, loading must not proceed. The loading place/supplier must notify Noridane Foods A/S immediately. The Forwarder/carrier line is responsible for costs of rearranging new loading

**6.2** Loading goods into a 45' reefer container requires pallets. Failure to comply makes the supplier/cold store responsible for costs related to damage or return freight.

**6.3** If genset is required for loading, supplier must inform accordingly before loading.

**6.4** The supplier must provide accurate cargo gross weight to Noridane Foods A/S after loading. Any extra costs due to wrong gross weight provided will be on responsibility of supplier.

**6.5** Suppliers must adhere to the maximum gross weight indicated on the CSC plate of the container. Overloading will result in the supplier covering the costs of unloading the overweight cargo.

**6.6** Cargo must not exceed the "maximum load lines" or touch the container ceiling or doors. Non-compliance makes the supplier's cold store responsible for costs related to damage or return freight.

#### **7. Force majeure**

**7.1** In the event of force majeure, the Carrier shall not be entitled to cancel or postpone a delivery or a part of a delivery for any period of time, without this being considered as a breach of these Terms.

**7.2** Force majeure shall include but not be limited to the following: Civil disorder, natural disasters (e.g. earthquakes, storm surges, comprising floods, volcanic eruptions, waterspouts), acts of terrorism, walk-outs, blockades or lock-outs (regardless of whether ND is party to such conflict), pandemics, war, riots, fire, transport accidents, restrictions of currency or other financial restrictions, import or export bans as well as sanctions implemented by or towards governments, operational failure as well as third party failure or technical failure on the vehicle or other operations.

#### **8. Liability and Insurance**

**8.1** The shipping company, forwarder or Carrier are liable for loss, damage, or spoilage caused by their negligence or failure to exercise due diligence, up to the limits specified by international conventions and laws.

#### **9. Confidentiality**

**9.1** All information disclosed in connection with the transport and the content of the transport order shall be considered confidential to the Carrier and may not be shared by the Carrier with anyone.

#### **10. Jurisdiction and applicable law**

**10.1** For any contract between Norwegian entities or with an intended place of delivery in Norway the following shall apply:

- (i) Any dispute arising out of or in connection with the Terms or a purchase made by ND, including any disputes regarding its existence, validity or termination, shall be finally settled by arbitration administered by the Arbitration and Alternative Dispute Resolution Institute of the Oslo Chamber of Commerce in accordance with the Rules of The Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce.
- (ii) These Terms shall be governed by the laws of Norway and any purchase made by ND under this clause shall be subject to the laws of Norway.

**10.2** For any other contract outside the scope of clause 8.1 the following shall apply:

- (i) Any dispute arising out of or in connection with the Terms or a purchase made by ND, including any disputes regarding its existence, validity or termination, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration.
- (ii) These Terms shall be governed by the laws of Denmark and any purchase made by ND shall always be subject to the laws of Denmark.

#### **11. Waiver**

**11.1** Failure by ND to exercise or enforce any rights under these Terms shall not be deemed to be a waiver of any such right, nor to be a bar to exercise or enforcement thereof at any time or times thereafter.

#### **12. Prohibition against child labour and slavery**

**12.1** The Carrier warrants that he is not and has never been directly or indirectly connected to any instance of child labour or slavery. ND shall at all-times be entitled to cancel any contract if a Carrier is deemed to be or have been involved in slavery or child labour. ND does not accept the use of child labour by any of its counterparties nor by any third party, regardless of whether the circumstances deem slavery or child labour to be legal within the jurisdiction where they occur.

**12.2** Child labour shall be defined as work that deprives children of their childhood, their potential and their dignity. Work that ND considers harmful to both the physical and mental development of children is not acceptable.

**12.3** Slavery shall be defined as a person who is owned by another person. Slavery is also defined as an instance where an individual is being treated as if they were the property of another person.

#### **13. Sanctions**

**13.1** The Carrier warrants that it is not subject to any sanction laws

# Noridane Foods

## General terms of logistics

### Effective as of 8th of August 2024

imposed by the United Nations, the European Union or the United States of America, which prohibits or renders unlawful the performance of the order.

**13.2** If at any time ND becomes aware that there is reason to suspect that the Carrier is not in compliance with the aforementioned clause, ND shall be entitled in its sole discretion to terminate the contract. In the event of such termination, the Carrier shall be liable for any and all losses suffered by ND as a consequence thereof.

**13.3** ND have suspended all trades with Russia and Belarus, both indirectly and directly. Indirectly shall be defined in these circumstances whereas ND is not involved in the transactions of goods moving psychically. The Carrier therefore assure that in said transport with ND, that when interfering with ND, that he uphold said suspend with Russia and Belarus when having transactions with ND, and that he will not hire Russian or Belarusian subcontractors. ND further states that we are entitled to withdraw themselves from any business if discovered that The Carrier disregards said suspend.

#### **14. Anti-corruption**

**14.1** The parties agree that in the performance of the contract, they will comply at all times with all applicable anti-corruption legislation and have procedures in place which are designed to prevent the commission of any offence under such legislation.

#### **15. Termination**

**15.1** ND shall be entitled to terminate any transport order in the following events:

- (i) if the Carrier becomes insolvent or if bankruptcy or insolvency proceedings are commenced in respect of the Carrier;
- (ii) If in ND's sole discretion, there is a material adverse change to the circumstances regarding the order.