

Terms and conditions: liability and delivery

The Swedish Association of Road Transport Companies' terms and conditions of liability apply, however, with the following supplements and exemptions.

Period of liability/terms and condition of delivery

The goods must be properly prepared for shipping, and notification provided of any special conditions.

AXESS' liability begins when the carrier receives the goods for loading.

AXESS' liability ceases when the goods have been delivered to the designated location and in the agreed manner.

Prior to transfer to the carrier and after delivery, the shipper and receiver respectively are responsible for risks and insurance coverage.

Safety

The loading/unloading site shall be:

- 1. Safe and loading/unloading shall be at a location approved by the police/municipality/government agency.
- 2. Situated and configured so that our loading and unloading can be conducted without violating any traffic regulations.
- 3. Adapted so that no hazards are entailed for pedestrians or other road users; for example, it must not be necessary to reverse onto a road with motor vehicle traffic or reverse longer distances.
- 4. Accessible with ordinary vehicles. If for example, a vehicle designed solely for use in urban areas or other special vehicle is required, this must be agreed upon.
- 5. Documented in an unloading instruction at each loading and unloading site before deliveries are begun. The points above must be included in this instruction.

AXESS is entitled to inspect loading/unloading sites to determine if the site complies with the requirements above. It is the responsibility of the customer to join with AXESS in establishing relevant loading/unloading instructions.

Other conditions

Loading and unloading

- Maximum 15 minutes per vehicle
- 24-7 accessibility for unloading, which is reflected in our prices Deviations from this are agreed upon separately.
- Effective access to lorry, with walking distance of no more than
 75 metres to where vehicle is picked up or parked
- No more than 75 metres to where keys are collected/left
- Inside gate (less risk for theft and safer for driver)
- Documented and preferably marked unloading location
- Vehicles to be loaded:
 - Have keys on hand
 - Re
 - o Accessible (not blocked by other vehicles or snow)
 - o Ready to start (battery fully charged, fuelled, etc.)
 - o Driveable (no flat tyres, defective transmission/steering,
- There shall be an approved and purpose-built drop box for keys (approved by insurance companies and appropriate the vehicles' keys/key sets).

AXESS reserves the right to charge for additional costs due to the undertaking varying from what was agreed. This can be due to return trips without loads, extra work, extra services, extra transports.

Liability

AXESS is liable for damage to or loss of goods during the period of liability with specified exceptions.

Liability is limited to SEK 150 per kilo of the gross weight of the damaged or lost goods.

Compensation for damage or loss is based on the net value the goods had when shipped.

Damaged or missing components are reimbursed at net value. Damage to painted surfaces is reimbursed per a net price list.

AXESS assumes no liability for indirect costs or depreciation due to loss or damage.

Exemptions

AXESS is not responsible for loss of or damage to goods due to the following reasons:

Mistakes or negligence on the part of the shipper, receiver or their agents. Goods that because of their nature are easily susceptible to harm due to, e.g., breakage, leakage, rust, sensitivity to cold and heat, absence of or insufficient packaging.

Minor damage such as scratches and dents to used, non-operational or defective vehicles.

Circumstances beyond the carrier's control.

Regardless of whether a claim is filed within the stipulated period, AXESS cannot be held responsible for existing damage, nor damage which could not reasonably have occurred during transport nor could not normally be detected by the carrier. For goods, spare parts, accessories, etc. packaged with or attached to goods, no liability is assumed unless special agreement has been reached upon ordering.

Claims

Claims regarding transport damage must be submitted to AXESS within twenty-four (24) hours or on the next weekday after reception. Claims must be submitted in writing or by telephone, followed by a subsequent letter. AXESS is entitled to have damage inspected prior to repair. Claims against AXESS according to these stipulations will be invalid if not brought before a court of law in due order within one (1) year from the date on which AXESS delivered the goods.

Insurance

AXESS has liability insurance coverage to a value of SEK 150 per kilo for domestic transport and approximately SEK 70 per kilo for inter-Nordic transport. It the goods are not specially insured, coverage for domestic transport even includes loss of or damage to the transported goods as a result of traffic accidents, theft, fire and stroke of lightening, even in cases in which there is no negligence on the part of the carrier.

Miscellaneous

When damage to own goods or those of another are caused by error or negligence by the shipper/receiver, AXESS is entitled to demand reimbursement for said damage.