

# Liability and delivery provisions

The most recent version of the NSAB, the Domestic Road Transport Act and the Convention on the Contract for the International Carriage of Goods by Road, CMR, are applicable, with the additions and exceptions listed below.

## Period of liability/delivery conditions

The goods must be fully prepared for transport and any reservations notified.

The liability of Axess starts when the carrier takes over the goods for loading.

The liability of Axess ends when the goods have been delivered at the agreed place and in the agreed manner.

## Security

The place of loading/unloading shall be:

1. Accessible to us without violating traffic regulations and without creating a traffic hazard for other road users (e.g. not having to reverse into a busy street or reverse long distances)
2. Available with regular vehicle. If, for example, a city car or other specialised vehicle is required, this must be agreed upon
3. Located and designed to allow our loading and unloading operations to take place without risk to the driver and without violating traffic or local regulations

Axess has the right to inspect loading/unloading sites to determine whether the site fulfils the above requirements.

## Other conditions

### Loading and unloading

24:7 availability for unloading, which our prices are based on. Any deviations from this are agreed separately.

- Pick-up and drop-off of vehicle and keys must be within an acceptable distance. Any deviations from this are agreed separately.
- Agreed and designated place where vehicles are to be parked.
- Vehicles to be loaded must:
  - Have the keys ready
  - Be:
    - Accessible (not parked or snowed in)
    - Startable (not discharged, lacking fuel, etc.)
    - Driveable (no punctures, broken gearbox/steering etc.)

Vehicles that do not fulfil the above must be agreed upon separately.

There must be secure and appropriate key access points.

### Unloading instruction

- A documented agreed unloading instruction shall be produced before deliveries to the site commence. It should clarify the above points, among others. It is the customer's responsibility to draw up an up-to-date loading/unloading instruction together with Axess.

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Axess reserves the right to charge extra costs where the order deviates from the agreed. E.g. drives that were not able to reach their destination, extra work, extra services, extra transport.

### **Liability**

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

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

Compensation in case of damage or loss is based on the net value of the goods at the time of dispatch.

Damaged or lost components are replaced at net value. Paintwork is replaced according to the so-called net price list.

Axess does not accept any liability for additional costs or loss of value due to a claim.

### **Exceptions:**

Axess is not liable for loss of or damage to goods for the following reasons:

Errors or omissions by the sender, recipient or their authorised representative. The nature of the goods themselves is such that they are easily damaged, e.g. by breakage, leakage, rust, sensitivity to cold and heat, absence of or inadequate packaging.

Minor damage such as scratches and dents to pre-owned, broken down or non-reconditioned cars.

Circumstances beyond the carrier's control.

Regardless of whether a complaint is made within the stipulated time,

Axess cannot be held liable for damage existing at the time of handling, nor for damage which could not reasonably have been caused by the transport or could normally have been discovered by the carrier. We are not liable for goods, spare parts, components etc. placed in or packed in/on the goods, unless a special agreement was made when the order was placed. The sender is responsible for ensuring that any enclosed spare parts, components, etc. are correctly secured and cannot cause damage to the goods.

### **Complaint**

Complaints regarding transport damage must be made to Axess within twenty-four (24) hours or the next working day after receipt. Complaints must be made via the Axess website. Axess reserves the right to have any damage inspected prior to repair. Claims against Axess under these provisions shall expire after one (1) year from the date of delivery of the goods by Axess.

### **Insurance**

Axess is insured for its liability up to a value of SEK 150 per kg for domestic transport and SDR 8.33 per kg for intra-Nordic transport.

### **Other:**

When damage to own or other parties' goods is caused by the fault or negligence of the sender/recipient, Axess is entitled to claim compensation for the damage incurred.