



General Terms & Conditions 2022:1

Valid as of October 2022

1. Applicability

These General Terms & Conditions (the “**Terms**”) apply for all Services performed by First Row Shipping & Logistics AB, company registration number 559152-7410 and any of its subsidiaries and affiliated companies (“**First Row**”).

The Terms are available on First Row’s webpage www.firstrowshipping.se and provided on demand. The Terms shall form an integral part of any agreement between First Row and its customers, also in the absence of any explicit reference to the Terms.

“**Services**” shall for the purposes hereof mean any transport services by road or rail as well as any forwarding engagement by First Row. For the avoidance of doubt, any Service comprising a sea transport, whether solely by sea or as part of a combined transport, First Row will always be acting as freight forwarder (intermediate) only, and not carrier.

2. Agreement

First Row provides a timetable and a price quote. The customer provides a written order. The order is binding and subject to the cancellation procedures provided in Section 3 below. A binding agreement between First Row is entered by a written booking confirmation by First Row or if First Row otherwise has confirmed availability on the desired mode of transport, or, alternatively, First Row has confirmed the customer’s order by way of performing the Services.

NSAB 2015 (General Conditions of the Nordic Association of Freight Forwarders 2015), with the exception of §7 2nd subsection and §19B shall apply in addition to these Terms and form an integral part of the agreement between First Row and the customer. In the event of any conflict between these Terms and NSAB 2015, these Terms shall at all times prevail.

3. Orders and cancellations

Any order provided by the customer shall be binding for the customer. Any cancellations are subject to a cancellation fee as follows:

- Cancellation 24 h before scheduled departure: 75% of the price
- Cancellation 12 h before scheduled departure: 90 % of the price
- Cancellations thereafter are charged at full price.

Any cancellation fees are in addition to possible costs related to the cargo which First Row has incurred. Such costs shall be reimbursed separately by the customer.

4. Delivery of cargo and transfer of risk

The customer shall deliver the cargo to First Row in the place stipulated on the booking confirmation. Cargo subject to out-bound shipment shall be delivered at the designed place within the time instructed by First Row. Cargo subject to in-bound shipment shall be picked up at the designated pick-up location no later than the next day (close of business) following the day of arrival of the cargo. The customer shall indemnify First Row for any cost, loss, or expense suffered as a consequence of a delay in delivery or pick-up.

Risk and custody of cargo shall pass to First Row at the time and place when the customer delivers the cargo to First Row or anyone acting on behalf of First Row. Risk and custody shall return to the customer upon the delivery by First Row of cargo to the customer or delivery from First Row to any person acting on the customer’s behalf.

5. Loading cargo units

The customer warrants that any cargo is lashed and secured properly and sufficiently within a container, trailer or the other cargo unit used. The customer shall comply with any other loading instructions from First Row, including the specifications of which loading unit to use.



For railway carriage, the customer shall abide and adhere to the at all times valid edition of the UCI loading guidelines.

The customer acknowledges that First Row has no obligation to check or verify whether the customer has lashed and secured cargo within such container, trailer or otherwise. Notwithstanding, if there are grounds for First Row to question if the loading guidelines has been adhered to, First Row is entitled to take any necessary action. This is particularly the case in the event of (i) a considerable discrepancy between the agreed load and the actual load, (ii) if the actual profile exceeds the profile allowed for the designated route, (iii) the consignment exceeds the total weight permitted, or (iv) if the type of cargo or cargo unit to be transported or the loading process may impair or otherwise affect the carriage. If containers, trailers or load units are not properly and safely loaded and secured and/or not fit for transport, First Row may reject such wagons or load units.

The customer shall indemnify First Row for any costs sustained by incorrect loading, cost of correcting or re-loading such consignments correctly, costs arisen due to incorrect or poor packaging as well as for any delay to their delivery or pick-up. The customer acknowledges and accepts that its failure hereunder may lead to extra cargo handling operations, demurrage, storage and layup as well as increased costs by delaying the operating carrier's schedule or the use of another operating carrier than intended. The aforementioned costs are examples and not an exhaustive list.

6. Customs and administration

The customer shall submit any information and documents required for compliance with any customs provisions and any other administrative provisions (in digital form or hard copy depending on requirements) to First Row in ample time before departure. In cases of inadequate information and any

consequences resulting thereof, the customer shall be exclusively liable for any costs, fees or fines associated thereto.

If customs and other administrative requirements are met by First Row, its subcontracted carriers or engaged carrier in the case of forwarding, the customer will be charged for these services, and for any delays to their performance.

7. Dangerous goods

Where applicable, the customer shall comply with the relevant provisions for transport of dangerous goods by road and railway, notably the Swedish Act 2006:263 on transport of dangerous goods and its adhering regulations, the regulation on International Carriage of Dangerous Goods by Rail forms Appendix C to COTIF regulation and any procedures associated thereto.

With exception of transports related to dangerous goods class 1 "Explosive substances and articles", class 6.2 "Infectious substances" and class 7 "Radioactive material", which First Row does not accept to perform subject to these Terms, First Row will only accept or deliver dangerous goods if the relevant documentation provided by the customer in association with the transport are in accordance with the aforementioned acts and other possible safety regulation applicable at the time of transport.

Unless otherwise agreed, First Row does not accept to provide storage for dangerous goods either by stabling loaded wagons containing dangerous goods in transit or in any other way.

Within the scope of transporting dangerous goods, the customer releases First Row from any obligations that could arise during the carriage or storage of consignments or other dealings with third parties, or that can be traced back to characteristics of the consignment or failure of the customer to act with due diligence.

If authorities issue a fine, fee or similar financial charge to First Row or the performing carrier for infringements of duties as sender, filler, loader or wagon owner, First Row is entitled to pass on any resulting costs to the customer. The same shall apply to any costs associated with destruction or decontamination.

It is the responsibility of the customer to ensure that all relevant documentation is provided to First Row well in advance of a transport containing dangerous goods.

8. Waste transports

The customer is responsible for the correct classification of the wastes compliant with the Basel Convention, the EU-Regulation 1013/2006 and the European list of wastes (2000/532/EC) and relevant national legislation and shall remain liable for any misclassifications and consequences from not complying with the relevant provisions.

Within the scope of transporting dangerous goods, the customer releases First Row from any obligations that could arise during the carriage or storage of consignments or other dealings with third parties, or that can be traced back to characteristics of the consignment or failure of the customer to act with due diligence.

If authorities issue a fine, fee or similar financial charge to First Row or the performing carrier for infringements of duties as sender, filler, loader or wagon owner, First Row is entitled to pass on any resulting costs to the customer. The same shall apply to any costs associated with destruction or decontamination.

9. Invoicing and payment

Invoices shall be paid in full as they fall due. Unless otherwise agreed, and invoice shall be paid no later than 7 days from its issue date. The customer is not entitled to withhold any part of the invoice amount and acknowledges First Row's right to lien and retention pursuant to § 14 of NSAB 2015.

On time payment is regarded as a fundamental and material obligation on the customer and its failure to pay on time amounts to a material breach of contract.

10. Insurance

First Row maintains a liability insurance on terms customary and at the liability amounts customary for the Swedish market. The customer recognizes and shall at all times maintain a cargo insurance for damages and losses incurred at the time of transport. First Row does not arrange for such cargo insurance and First Row has no obligation to pay for the premium of such insurances.

11. Liability

First Row as forwarder (intermediary)

When First Row acts as freight forwarder (or intermediary) First Row shall under no circumstance be liable for any act or omission undertaken by a third party, howsoever the damage or loss has occurred. Should First Row nevertheless be held liable for acting as intermediary, its liability shall be limited to SDR 50,000 in respect of each assignment and a total of SDR 500,000.

Notwithstanding, in any event compensation shall not exceed the lower of (i) SDR 8,33 per kg (gross) of the part of the goods which has been lost, depreciated or damaged, and (ii) for all other loss five (5) times the agreed payment in relation to the assignment.

First Row as carrier

When First Row acts as carrier, it shall be liable for loss or damage to the goods during the period when loss or damage to the goods is First Row's risk, as further defined in Section 4 above.

When loss or damage to goods was sustained during a certain mode of transport, the mandatory laws applying for such mode of transport shall supersede these Terms, including which levels of limitation of liability that are to apply.



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

- a) fault or neglect of the customer;
- b) handling, loading, stowage, securing 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, i.e. 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 marking 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 First Row could not avoid and the consequences of which First Row was unable to prevent.

Unless specifically agreed in writing before the commencement of the transport, First Row forwarder is not liable for money, securities and other valuables.

First Row is under no circumstance liable for any consequence arising out of delay in delivery. Any timetables provided by First Row shall, thus only be regarded as guiding for the customer and not as any time guarantees by First Row. Should the goods be subject to delay to such extent that the customer wants to claim a total loss of the cargo, § 20 of NSAB 2015 applies.

For loss, depreciation, delay or damage to goods First Row's liability is limited to SDR 8.33 per kg (gross) of the part of the goods which has been lost, depreciated or damaged. For all other loss First Row's liability is limited to SDR 100,000 in respect of each assignment.

First Row is under no circumstance obliged to pay any compensation i.e. for loss of profit, loss of market or other loss of any kind whatsoever.

Customer's liability

The customer shall indemnify and hold First Row free and harmless for damage, loss or liability incurred by the freight forwarder owing to the fact that:

- a) the particulars concerning the goods, information and documents relating to the assignment are incorrect, unclear or incomplete,
- b) the goods are incorrectly packed, marked or declared, or incorrectly loaded, stowed or secured by the customer or another party acting on his behalf,
- c) the goods have such harmful properties as could not have reasonably been foreseen by First Row,
- d) First Row is obliged to pay customs duty or other official fees or provide a security, unless such obligation is caused by First Row's negligence,
- e) the goods are illegal, defective, deficient, or noncompliant with applicable rules or regulations, are suspected of being or is shown 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,
- f) First Row suffers a direct financial loss, fines or penalties, incurs administrative charges, incurs loss or damage related to First Row's authorizations or licenses.

12. Notice

Notice of claim shall be given to First Row without undue delay. In case of apparent loss, depreciation of or damage to the goods, notice shall be given immediately upon receipt of the goods, and in case of non-apparent loss, depreciation of or damage to the goods no later than seven (7) calendar days from the date of delivery.

If notice is not given as described above, the burden of proving that the loss, depreciation of or damage to the goods has occurred while the goods was in the custody of First Row rests on the customer.



Notice of claim concerning matters other than damage to, or depreciation or loss of the goods shall be given within fourteen (14) days from the day on which the customer knew or ought to have known about the circumstances forming the basis of First Row's liability. If such notice of claim has not been given, the customer has lost its right of claim.

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 law applicable to such mode of transport and commonly used conditions of carriage shall apply instead, to the extent that they deviate from what is laid down in this Section 12.

13. Time bar

Legal proceedings against First Row shall be commenced within a period of one (1) year, otherwise the right of claim will have become lost.

The time limit period runs:

- a) upon depreciation of or damage to goods from the day upon which the goods were delivered to the consignee,
- b) upon delay, loss of the whole consignment or other kind of loss from the time at which the delay, total loss or other loss could at the earliest have been noticed,
- c) in all other cases from the time at which the cause on which the claim is based could at the earliest have been noticed.

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 law applicable to such mode of transport and commonly used conditions of carriage shall apply instead, to the extent that they deviate from what is laid down in this Section 13.

14. Applicable law and disputes

Swedish law shall apply to the agreement between First Row and the customer.

Any dispute arising out of or in connection with the agreement between the customer and First Row shall be referred to the public courts of Sweden, District Court of Malmö as the first instance.
