

STANDARD TERMS AND CONDITIONS OF TRANSPORT – PENTAGON NORTH EUROPE AS with the following subsidiaries PENTAGON TRANSPORT NORDIC AS / PENTAGON FREIGHT SERVICES AS / PENTAGON MARINE AS

1. General provisions

All assignments in Pentagon are carried out in accordance with the general provisions of the Nordic Freight Forwarders Association (NSAB2015), and the applicable transport law conventions, such as CIM, CMR, the Road Freight Agreements Act, the Hague Visby Rules and the Montreal Convention or any amendments, supplements, Annexes or protocols of any such transport law conventions.

Regulations listed are not exhaustive in relation to various provisions and regulations within air transport, sea transport and land transport

Our offer is based on normal transport assignments and normal delivery times for the mode of transport that is offered. Special transport, transport of temperature-sensitive goods or transport with time guarantee to be agreed separately and in writing. The shipper is responsible for ensuring that dimensions, weight, products and documents are correct, and Pentagon disclaims any financial liability for incorrect information.

2. Freight calculation / conversion factor

To find the freight payment weight, the following model is used, but not limited to:

1 loading meter = 2000 kg (Domestic & Nordic countries)
1 loading meter = 1850 kg (International)
1 m3 = 333 kg (Road)
1 m3 = 167 kg (Airfreight)
1 m3 = 1000 kg (LCL Seafreight)

Freight payment weight is the basis for the freight calculation and the highest freight calculation weight is used as a basis. Unless mentioned above other weight / measurements calculations may be used for modes of transport not mentioned above.

3. General rules Road - prices Norway

Shipments > 1000 kg rounded up to the nearest 50 kg,
Shipments < 1000 kg rounded up to the nearest 100 kg.
Maximum amounts in lower weight classes are considered as minimum amounts in higher weight classes.
Prices are based on deliveries to manned addresses. Waiting time for trucks during loading or unloading beyond what is normal based on assignment will be invoiced at the hourly rate for the applicable means of transport. Unless otherwise agreed, waiting time will be charged at 1050, - NOK per commenced hour for line vehicles / complete vehicles and 525, - NOK per commenced half hour for distribution vehicles.

Dead freight (Empty freight) may be charged for any mode of transport, where freight assignments are ordered but not used.

4. General rules for modes of transport not specified:

Unless mentioned specifically in our standard terms and conditions and regardless mode of transport, hereunder but not limited to Road-transport, Air & Sea transport, Chartering, Warehousing and customs clearance services offered domestic or worldwide, we refer to the general provisions Paragraph 1. for all modes of transport and- or reference to running agreements between the parties.

5. EUR pallets

Pentagon does not exchange pallets.

6. Dangerous goods

Transport of dangerous goods must be agreed in advance relevant to the mode of transport in question, hereunder Road, Rail, Air and Sea transport. The sender is responsible for providing valid data sheets and dangerous goods documents with correct classification, packaging and labeling valid for the specific mode of transport. Damages and claims resulting from errors in the above exempt Pentagon from liability.

7. Taxes

Customs and public duties are not included in the agreement. Road tolls for the individual countries are applicable unless otherwise specifically agreed and are charged in accordance with the valid regulations of the country in question. Goods and port fees are applicable according to the individual ports' applicable tariffs, unless otherwise specifically agreed. Value added tax (VAT) is charged on all services performed in Norway. Value added tax (VAT) is not charged for throughgoing export- and import assignments. Other fees that are not mentioned in the price list, attached to the main agreement or in our general price list, are charged exclusively.

8. Packaging and Claims

The shipper, is responsible for correct packaging and labeling of the goods, and the goods must be packed to be secured for transport, lashing and securing according to applicable regulations. If there are any discrepancies (shortages / damage) upon receipt of the goods, this must be stated by the recipient and driver. Notice of Claim must be made in writing and shall be given to Pentagon without undue delay reference to NSAB2015 § 27 - details of time allowed to report (claims.norway@pentagonfreight.com). Damaged goods and packaging must remain untouched for inspection. As a freight forwarder, Pentagon has limited liability in relation to the weight of the goods in the event of loss, shortage or damage to the goods.

Domestic Norwegian transport is limited to SDR 17.00 per kg gross weight and for international transport by road, it is limited to 8.33 SDR per kg gross weight.
For air freight, it is limited to SDR 22.00 per kg gross weight and for Sea-Transport, the limitation is SDR 2.00 per kg or SDR 667 per package, in favor of the claimant and for the part of the goods for which compensation is claimed for damage, loss, or delay.

Pentagon as freight forwarder is not responsible for consequential damage and this is not covered. (Ref NSAB2015, § 21 E).

9. Insurance

The goods are not insured for transport by Pentagon, and our General liability cover is limited in accordance with Section 1 (NSAB2015). Pentagon can however offer insurance for individual assignments on request, this is to be agreed in writing in accordance with the insurance rules. For storage, separate insurance must be agreed.

10. Payment terms and credit

When entering into agreements, it is assumed that Pentagon can provide credit insurance to the customer in relation to an average outstanding amount.

Pentagon's terms for payments are 14 days after invoice date and interest is calculated in accordance with the applicable rules and regulations from Norwegian authorities. Exceptions to payment terms to be agreed in writing.

11. Validity period and notice period

The agreement is valid from the date of acceptance and until further notice unless otherwise agreed. Adjustments to agreements are normally made at the turn of the calendar year. Adjustments are assessed in relation to Pentagon's own cost elements, general market situation and Statistics Norway's cost index (SSB) for the relevant mode of transport offered.

The mutual notice period is 3 - three months and is to be made in writing, unless otherwise specifically agreed.

The parties are exempt from the agreement in the event of force majeure, government intervention and other circumstances beyond the parties' control.