

General Conditions

GENERAL CONDITIONS OF THE ESTONIAN LOGISTICS AND FREIGHT FORWARDING ASSOCIATION 2015

The Estonian Logistics and Freight Forwarders Association and the Estonian Chamber of Commerce and Industry agreed on 6 June 1995 to enforce the General Conditions of the Estonian Logistics and Freight Forwarders Association that have been drafted on the basis of the General Conditions of the Nordic Association of Freight Forwarders, and they have been taken into use on the basis of the approval of the latter on 6 May 1995.

The Estonian Logistics and Freight Forwarders Association and the Estonian Chamber of Commerce and Industry agreed on 1 August 2000 to amend the General Conditions in order to harmonise them with the General Conditions of the Nordic Association of Freight Forwarders NSAB 2000 in effect as of 1 June 1998. Amendments entered into force on 1 January 2001.

The Estonian Logistics and Freight Forwarders Association and the Estonian Chamber of Commerce and Industry agreed on 9 June 2011 to amend the wording of § 27 clause C of the General Conditions in order to harmonise it with the Warehousing Conditions of the Estonian Logistics and Freight Forwarding Association in effect as of 1 February 2011. The amendment entered into force on 13 June 2011.

The Estonian Logistics and Freight Forwarders Association and the Estonian Chamber of Commerce and Industry agreed on 2 May 2016 to amend the the General Conditions as a whole to harmonise it with the NSAB 2015. The amendments shall enter into force on 1 January 2017. Upon an agreement, the title of General Conditions was also amended to reference the name of the Estonian Logistics and Freight Forwarders Association.

INTRODUCTORY CONDITIONS

These General Conditions of the Estonian Logistics and Freight Forwarding Association set forth the freight forwarder's and the customer's rights and obligations towards each other, including the freight forwarder's liability under various applicable transport law conventions valid from time to time, such as CIM, SMGS, CMR, the Hague-Visby Rules and the Montreal Convention, or any amendments, annexes or protocols of any such transport law convention.

APPLICABILITY

§ 1

These General Conditions shall be applicable to the members of the Estonian Logistics and Freight Forwarders Association. The Estonian Logistics and Freight Forwarders Association advises that these General Conditions may also be applied by other persons, provided that they have come to an agreement therein.

NETWORK CLAUSE

§ 2

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 freight forwarder shall be liable in accordance with the law applicable to such mode of transport and commonly used conditions of carriage, to the extent that these deviate from what is laid down in § 6, section 2 and 3 or §§ 15 – 21.

THE FREIGHT FORWARDERS CONTRACT

§ 3

A. Services

The freight forwarders contract may include:

- carriage of goods, agency services and intermediary services,
- logistic services, supply chain services and advisory services,
- storage of goods and warehousing services,
- stevedoring services and ship brokering,
- other services, such as – but not limited to – customs clearance, other customs and VAT-related services, co-operation in the performance of the customers obligations under public law, assistance in handling insurance-related issues and assistance in relation to export and import documents.

B. The freight forwarder as contracting party

- 1) In accordance with §§ 2 and 15-21, the freight forwarder will be responsible as a contracting party for all services undertaken by the freight forwarder excluding instances under section 3 C below. The freight forwarder is furthermore responsible for other contracting parties that the freight forwarder has engaged to perform or carry the contract on behalf of the freight forwarder.
- 2) These conditions apply equally to the persons that provide services for the freight forwarder in order to perform the contract as to the freight forwarder himself, irrespective of the grounds for the customer's claims against the freight forwarder and such other persons. The aggregate liability of the freight forwarder and such other persons is limited to the amount that applies to the freight forwarder's liability under these conditions.

C. The freight forwarder as intermediary

Notwithstanding article 3 B.1 above, the freight forwarder can in accordance with §§ 22 – 24 below, undertake services – or parts of services – as intermediary, if the freight forwarder does not undertake such services in his own name or on his own account and on the condition that the freight forwarder specifies to the customer that the services are undertaken solely as intermediary.

As intermediary, the freight forwarder is not responsible for parties other than his own employees.

D. Warehousing

The responsibility of the freight forwarder with regards to warehousing or storing is governed by and in accordance with § 25 below.

E. General practice etc.

In addition to what has been expressly agreed upon, general practice and commonly used terms shall be applicable in so far as they do not deviate from these conditions.

THE CUSTOMER

§ 4

Under the present conditions, the customer is the party that has concluded a contract with the freight forwarder, or that has acquired the rights of that party. The liability of the customer is governed by § 26 of these conditions.

GENERAL CONDITIONS

THE PERFORMANCE OF THE CONTRACT

§ 5

The parties recognize the importance of and shall provide each other with information necessary for the performance or fulfilment of the contract. The freight forwarder undertakes to perform services, to pick up, take care of or procure the handling of the goods in accordance with the contract terms and in a suitable way for the customer with generally used means and routes of transport.

A contract between the freight forwarder and the customer (for carriage or other services) evidenced by electronic transport documents shall be deemed to have been concluded only when the freight forwarder issues an electronic receipt which includes an acceptance thereof.

Instructions to the freight forwarder concerning the scope of the contract shall be given directly to him. Information contained in the invoice stating that goods have been sold cash on delivery or against a declaration of value specified in the dispatch instructions does not therefore mean that the freight forwarder has undertaken to collect the invoice amount or to take out an insurance.

Unless otherwise agreed it is the customer's obligation to arrange for loading and unloading of the goods and it is the freight forwarder's obligation to arrange for stowing and securing of the goods.

§ 6

It is the duty of the freight forwarder to prove that, according to the contract, he has protected the customer's interests in a diligent manner.

The freight forwarder may not invoke the rules in these conditions which exonerate him from or limit his liability, or alter the burden of proof, if it is proven that the freight forwarder's subcontractor has wilfully, or the freight forwarder himself or his own employees have wilfully or grossly negligent, caused the damage, delay or other loss, unless otherwise stated in § 2.

If the exact circumstances that resulted in loss, depreciation of, damage to or delay of goods which occurred when the goods was in the custody of the freight forwarder cannot be demonstrated, this shall not in itself be considered as gross negligence on part of the freight forwarder.

§ 7

The freight forwarder shall be responsible for ensuring that the goods are picked up, carried and delivered within a reasonable time (without a time guarantee). When assessing such reasonable time, information as to the expected time of pick up, carriage and arrival stated by the freight forwarder in his marketing or in connection with the signing of the contract, shall be taken into account.

The freight forwarder is responsible (with a time guarantee) for the goods being picked up, carried and delivered within the time that:

- has been agreed upon in writing as a special, time-guaranteed transport, or
- has been submitted in writing as a condition of an offer expressly accepted by the freight forwarder, or
- has been presented by the freight forwarder in a written quotation that was accepted by the customer.

§ 8

If it becomes necessary for the freight forwarder in the performance of the contract to act before seeking instructions, he does so at the customer's risk and for his account.

If the risk of depreciation of goods already taken over arises or, if by reason of the nature of the goods, there is a danger to persons, property or to the environment, and the customer cannot be reached, or should he not, upon being requested to remove the goods, arrange to do so, the freight forwarder may take appropriate measures in respect of the goods, and, if necessary, sell the goods in an appropriate manner. The freight forwarder may, depending on the circumstances and without notice, sell on behalf of the customer, render harmless or destroy goods which are in danger of becoming worthless or extensively depreciated, or which give rise to imminent danger.

After deduction of reasonable expenses connected with the sale, the sum received from the sale shall be immediately reported to the customer.

The freight forwarder shall notify the customer as soon as possible of measures that have been taken, and, upon request, supply evidence of any expenses in connection herewith, as well as prove that he has exercised due diligence in limiting costs and risks.

For such expenses the freight forwarder may debit a special expense charge.

§ 9

The freight forwarder has a duty to promptly inform the customer and notify a claim against a third party, where goods have been damaged, delayed or when some other loss has occurred due to that party's acts or omissions, but only if the freight forwarder or his own employees have – or ought to have had – knowledge of such damage, delay or loss. The freight forwarder shall in such case inform the customer and consult with him in order to take such steps as are necessary to secure the customer's claim to compensation from the party who has caused the damage or loss, or who is responsible therefore, and shall, when requested to do so, assist the customer in his relation to the third party.

If so requested, the freight forwarder shall transfer to the customer all rights and claims that the freight forwarder may have under his agreement with a third party.

§ 10

The offer made by the freight forwarder is based on information relevant to the contract supplied to the freight forwarder by the customer, or otherwise as the case may be, on circumstances that the freight forwarder may assume as being normal for the intended contract.

§ 11

Notwithstanding the customer's obligation as to payment under contracts of sale or freight agreements with parties other than the freight forwarder, he has a duty upon request, subject to terms being agreed upon, to pay the freight forwarder what is due as per the contract (remuneration, advanced payment, refund of outlays) including advance payment to the freight forwarder for such expenditures, against appropriate documentation.

Unless otherwise agreed upon the freight forwarder is entitled to – when the goods have not been delivered for transport under the terms of the contract and the contract therefore cannot be executed, wholly or partially, as agreed upon, and further in the event the contract is interrupted and cannot be executed as agreed upon due to circumstances beyond the control of the freight forwarder or his subcontractors – receive the agreed charges for freight and other remuneration subject to deductions for what the freight forwarder has saved, or could reasonably have saved, by not having to execute the contract.

The above should also apply in the event the freight forwarder agreed to allow the customer to defer payment until the arrival of the goods at the place of destination.

§ 12

For services which are clearly necessary in addition to what has been explicitly agreed upon or normally follows from the freight forwarder's contract, including additional expenses for services rendered by the freight forwarder but under the

scope of the agreement and contract, the freight forwarder is entitled to additional compensation. Such compensation shall be subject to the same principles as compensation for services agreed upon under the scope of the agreement.

CONFIDENTIALITY AND INFORMATION SECURITY

§ 13

The parties undertake to treat all material information received from the other party as confidential.

Each party is responsible for that its employees and advisers comply with the obligations of the party as set forth in the freight forwarding contract.

The parties shall take appropriate technical and organizational measures to safeguard the information security of its services and the storage and use of information processed in its information system having regard to the security of the functions, telecommunication, hardware and software as well as the confidentiality and integrity of the data content.

All access to the information systems of the freight forwarder or the customer must be conducted in a manner which safeguards the security of the accessed information system.

The parties shall exercise reasonable care in observing the obligations above taking into account technology available and the risks and costs involved.

The obligations set forth above in this § 13 shall survive termination of the contract between the freight forwarder and the customer.

RIGHT OF RETENTION AND LIEN

§ 14

The freight forwarder has a right of retention and a lien on the goods under his control, for fees and expenses in respect of such goods – remuneration and warehousing charges included – as well as for all other amounts due from the customer under contracts according to § 3 above.

Should the goods be lost or destroyed, the freight forwarder has similar rights in respect of compensation payable by insurance companies, carriers or others.

Should the amount due to the freight forwarder not be paid, he has the right to arrange the sale, in a satisfactory manner, of as much of the goods as is required to cover the total amount due to him, including expenses incurred. The freight forwarder shall, if possible, inform the customer well in advance what he intends to do with regard to the sale of the goods.

SPECIAL CONDITIONS

THE FREIGHT FORWARDER'S LIABILITY AS A CONTRACTING PARTY

§ 15

The freight forwarder is liable as contracting party in accordance with §§ 2 and 16 – 21 for loss, depreciation of or damage to goods, occurring between the moment when the goods have been taken over until the moment the goods have been delivered, as well as for delay in pick-up or delivery.

If for any reason outside the control of the freight forwarder it is or becomes impossible for the freight forwarder to carry out the contract in accordance with the terms agreed, or where circumstances prevent the freight forwarder from making

delivery of the goods after their arrival at the place designated for delivery, then the freight forwarder has a liability for the goods in accordance with § 6, section 1, unless other agreement is entered into with the customer.

§ 16

There is no liability if loss, depreciation, damage or delay 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 the freight forwarder could not avoid and the consequences of which he was unable to prevent.

Unless specifically agreed, the freight forwarder is not liable for money, securities and other valuables.

§ 17

Compensation for loss or depreciation of goods shall be calculated on the basis of their invoice value, unless it is proved that their market value, or the current value of goods of the same kind and nature at the time and place the freight forwarder took over the goods was different from the invoice value taking into account that the customer must demonstrate that there is no residual value of the goods. Compensation will not be paid for antique value, sentimental value or other special value.

Freight charges, customs charges and other outlays connected with the transport of the goods lost will also be compensated. Apart from that, the freight forwarder is not obliged to pay any compensation, i.e. for loss of profit, loss of market or other loss of any kind whatsoever.

§ 18

Compensation for damaged goods shall be paid to an amount equivalent to the extent of depreciation in value. The amount is arrived at by using the percentage of depreciation in value consequent upon damage to the goods, in relation to the value of the goods, as laid down in § 17, section 1. Expenses referred to in § 17, section 2, first sentence, will also be paid to the same extent, but apart from this, the freight forwarder is not obliged to pay any further compensation.

§ 19

Delay

A. If the goods are picked up, carried or delivered too late under § 7, section 1, the freight forwarder shall compensate the customer for such direct and reasonable expenses as could have been foreseen as a probable consequence of the delay at the time of the conclusion of the contract, although with an amount not exceeding a sum equivalent to the freight or other compensation agreed upon in the contract.

B. When a time guarantee has been agreed, according to § 7, section 2, and the agreed time of transport has been exceeded, the freight forwarder shall, unless otherwise agreed, credit the customer for the freight or any other compensation agreed upon for the transport. This does not apply if the delay was caused by circumstances beyond the freight forwarder's own control, except that with regard to carriage of goods by road within Europe the freight forwarder is liable also for circumstances within the control of persons engaged by him for the performance of the contract. The customer shall be considered to have suffered a loss equivalent to the amount of the freight, as long as it cannot be shown that the amount of the loss is less. In the latter case only the amount equivalent to the loss shall be credited.

§ 20

Delay becoming a loss of goods

A. The customer has the right to compensation as if the goods had been lost if no delivery has been made

- with regard to international road transports, within 30 days after the expiry of the agreed period of time, or, if no particular period of time has been agreed upon, within 60 days from the moment the goods were accepted for transport
- for other modes of transport, within 60 days from the time when the goods should have arrived.

The customer has no right to compensation as if for total loss if the freight forwarder can prove within the above mentioned time limits that the goods have not been lost and that they can be delivered within a reasonable period of time.

B. In case of cross-labelling or delivery to wrong destination, the freight forwarder shall use his best reasonable efforts to transport the cargo to its original destination using same or similar means of transportation as originally agreed upon or used by the freight forwarder. If the freight forwarder fails for reasons within the freight forwarder's control to redeliver the goods to the agreed destination, the freight forwarder shall compensate the customer with the full value in accordance with §§ 17 and 18 of the goods at the time and place of the destination originally agreed upon, but shall be under no further liability or bear any further costs related to the goods regardless of the circumstances.

§ 21

- For loss, depreciation of or damage to goods the freight forwarder'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 delay in pick up, carriage or delivery the freight forwarder's liability is limited to the amount of the freight.
- For all other loss the freight forwarder's liability is limited to SDR 100,000 in respect of each assignment.
- If a declaration of a special interest in delivery has been agreed upon, compensation for the additional loss or damage proved may be claimed, up to the total amount of the interest declared, independently of the compensation provided for in sections A-C above.
- In calculating the extent of compensation for loss, depreciation, damage and delay, and all other loss, the principles of §§ 17-20, shall apply correspondingly. The freight forwarder is not obliged to pay any compensation i.e. for loss of profit, loss of market or other loss of any kind whatsoever.

THE FREIGHT FORWARDER'S LIABILITY AS INTERMEDIARY

§ 22

The freight forwarder is liable for damage resulting from his lack of due diligence in the performance of the contract. The freight forwarder is not liable for acts or omissions of third parties in performing the transport, loading, unloading, delivery, clearance, storage, collection or other services rendered by the freight forwarder. When assessing whether the freight forwarder has acted with due diligence it shall be taken into consideration what the freight forwarder knew or should have known regarding the third party as well as which information was given by the customer regarding the character of the task as well as other information with relevance to the selection of a suitable third party.

Unless specifically agreed, the freight forwarder is not liable for money, securities and other valuables.

§ 23

In calculating the extent of compensation for loss, depreciation, damage and delay, and all other loss, the principles of §§ 17-21, shall apply correspondingly.

§ 24

The freight forwarder's liability for services mentioned in § 3 C is limited to SDR 50,000 in respect of each assignment, and totally in the event of any one occurrence SDR 500,000.

However, in any event compensation shall not exceed:

- a) for delay a sum equivalent to the agreed payment in relation to the individual assignment,
- b) for loss, depreciation of or damage to goods, SDR 8,33 per kg (gross) of the part of the goods which has been lost, depreciated or damaged,
- c) for all other loss five (5) times the agreed payment in relation to the assignment.

STORAGE

§ 25

A. Upon storing goods in connection with transport regarding which the freight forwarder holds the liability of a carrier, the freight forwarder shall be liable for the stored goods as a carrier pursuant to § 15–21 for fifteen days as of concluding the transport.

B. Provisions of § 22–24 shall be applied to a storage service intermediated by the freight forwarder.

C. Provisions of the General Conditions of the Estonian Logistics and Freight Forwarders Association shall apply to other storage cases; the freight forwarder shall also be liable for persons included in the performance of the contract.

THE CUSTOMER'S LIABILITY

§ 26

The customer shall indemnify and hold the freight forwarder 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 the freight forwarder,
- d) the freight forwarder is obliged to pay customs duty or other official fees or provide a security, unless such obligation is caused by the freight forwarder'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) the freight forwarder suffers a direct financial loss, fines or penalties, incurs administrative charges, incurs loss or damage related to the freight forwarder's authorizations or licenses.

In assessing the customer's responsibility in accordance with a) and b) regard shall be made to whether the freight forwarder, despite his knowledge of the circumstances, has accepted or failed to make an objection to the measures taken by the customer in respect of the goods.

Should the freight forwarder, in his capacity as charterer or shipper become liable in connection with carriage of the customer's goods by sea, to pay general average contribution to the shipowner or the carrier, or become exposed to claims from third parties for reasons stated above, the customer shall hold the freight forwarder harmless.

NOTICE OF CLAIM AND DISPUTES

NOTICE OF CLAIM

§ 27

Notice of claim shall be given to the freight forwarder 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 the freight forwarder 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 the freight forwarder's liability. If such notice of claim has not been given, the customer has lost his 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 § 27.

TIME-BAR

§ 28

Legal proceedings against the freight forwarder 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.

This time-bar shall apply when the freight forwarder's principal place of business is located in Estonia.

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 § 28.

DISPUTE RESOLUTION

§ 29

In the event of a dispute between the freight forwarder and the customer, the parties shall in the first instance attempt to find a solution through negotiation. If the parties are unable to reach a solution via negotiation, the dispute shall be decided in the general courts in the freight forwarder's principal place of business. Legal proceedings shall be subject to the law of the freight forwarder's principal place of business. The freight forwarder and the customer may resolve the dispute in the Court of Arbitration of the Estonian Chamber of Commerce and Industry located in Tallinn, doing so pursuant to an arbitration clause agreed on separately.

General Conditions of ELFA for Carriage of Goods by Road

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General Conditions for Carriage of Goods by Road

1. GENERAL

1.1. The aim of the General conditions for carriage of goods by road is:

1.1.1. to give interpretations on the processes which are regulated by legislation with regard to provisions which allow different interpretations, including:

- acceptance of contractual liability by parties;
- time and place of the transfer of liability (consignor – carrier) for goods in the transport chain;
- specification of the term 'reasonable time' for different activities (including loading and carriage times);
- to develop understanding of terminology.

1.1.2. to regulate the processes in the transport chain which are not regulated by legislation .

1.2. These conditions shall apply, unless agreed otherwise.

1.3. These conditions have been drawn up proceeding from the following legal acts:

1. Requirements of the revision of the Law of Obligations Act effective at the time of conclusion of the contract for carriage,
2. Requirements of the Convention on the Contract for the International Carriage of Goods by Road (CMR),
3. Regulation No. 81 of the Minister of Roads and Communications of 28 September 2000 and the amendments thereof, the 'Rules for loading and securing of consignments for carriage of goods by road' laid down in the Regulation No.56 of 29 August 2002, and the European Union standard CEN 12195-1:2003 (E) on the assurance of safety for the carriage of goods,

and the conditions are in conformity with the General Conditions of the Estonian Freight Forwarders Association effective at the time of carriage.

1.4. Regulations and other legislations of general application listed in point 1.3 shall apply for areas not covered by these General conditions for carriage of goods by road.

2. TERMS

2.1. Consignment

Consignment means the goods which are sent by the same consignment note from the same place of departure to the same destination by the same consignor to the same consignee using the same vehicle.

2.1.1. Packaging unit

Packaging unit means an inseparable amount of goods in transport packaging.

2.1.2. Transport packaging

Transport packaging is used for simplifying the handling of goods and ensuring of safety during the carriage of goods. Transport packaging shall enable fixed securing of goods in the freight space.

2.1.3. Small package

Small package means a consignment the gross weight of which does not exceed 35 kg and which includes one packaging unit. The length of the packaging unit of a small package does not exceed 2 m, and the length + circumference does not exceed 3 m.

2.1.4. Parcel consignment

Parcel consignment means a consignment the gross weight of which does not exceed 99 kg and it consists of three small packages as a maximum.

2.1.5. Small consignment

Small consignment means a consignment the estimated gross weight of which is below 2,500 kg and the carriage of small consignments generally involves transhipment.

2.1.6. Partial load

Partial load means a consignment the estimated gross weight of which is 2,500 kg or more and in addition to which there is space for and it is possible to load more consignments into a vehicle, and transport generally does not involve transhipment.

2.1.7. Complete load

Complete load means a consignment which fills the total freight space, has the maximum authorized weight for the specific vehicle, otherwise the consignor shall pay for the use of total freight space. Transport generally does not involve transhipment.

2.1.8. Consolidated (combined) consignment

Consolidated (combined) consignment means handling of different consignments as one single consignment at some stages of the carriage of goods.

2.2. Estimated gross weight of consignment

The calculations of estimated gross weight are based on the highest of the following indicators:

- gross weight of consignment (weight of consignment plus packaging and transport equipment)
- 1 m³ (Cbm) = 333 kg
- 1 ldm (running loading metre of freight space) = 1,850 kg

2.3. Loading place

Loading place means the address indicated in the consignment note where the loading or unloading of consignment would take place.

2.4. Loading

Loading includes the loading or unloading of consignment at the sides or back of the vehicle. Loading means the loading of consignment into vehicle at loading place, not further than 6 metres of the vehicle, appropriate stowage and securing of load. Unloading means the unloading of consignment from vehicle and placing it next to the vehicle or loading bay at the distance of no further than 6 metres.

2.5. Loading time

Loading time is calculated from the moment the vehicle arrives at the loading place and the carrier hands over a copy of the consignment note to the consignor or informs of the arrival of the vehicle for loading.

Loading time is over when the goods are loaded or unloaded and the signed copy of the consignment note has been returned to the driver, other necessary carriage documents have been handed over, if necessary, and the vehicle is ready for departure (i.e. the box body is closed, the canopy secured and, if necessary, sealed).

2.6. Vehicle

Vehicle is a truck or trailer used for carriage of goods.

2.7. Freight space

Freight space is the part of vehicle which is used for carriage of goods. Freight space is a part of vehicle or a separate space (e.g. trailer, container) for stowage and securing of goods for the time of carriage.

2.8. Consignor

Consignor is a person who orders transport services and is responsible for the payment of carriage charges.

3. CONTRACT FOR THE CARRIAGE OF GOODS. CONCLUSION OF THE CONTRACT AND ORDERING OF CARRIAGE SERVICES

3.1. Contracts are made by using generally the form (offer/acceptance) provided in the articles 9 and 10 of the general part of the Law of Obligations Act.

3.2. A contract is deemed concluded, with accompanying liability to the parties, when the acceptance reaches the carrier and upon acceptance of it by the carrier.

3.3. The transport order is deemed accepted when it is in conformity with the offer or with the conditions of an earlier agreed long-term contract, otherwise the offer shall be deemed as a new offer (counteroffer).

3.4. In the case of new offer (counteroffer) the contract is deemed concluded after receipt of the acceptance of transport order confirmation or at taking over of freight for carriage.

3.5. The order shall be presented in a format which can be reproduced in writing and shall include the following information:

1) consignor company, address, phone, contact person;

2) information on loading place:

- loading place, time, contact person and phone;
- unloading place, time, contact person and phone;

3) information on consignment:

- description and type of packaging,
- in the case of dangerous goods UN number and group of packaging (if available);
- number of packaging units;
- gross weight of goods or the expression of the quantity of goods in other units of measurement;
- other conditions with regard to handling of goods;

4) notation on the payment of carriage charge;

5) the amount of 'cash on delivery' on agreement of 'cash on delivery' charge;

6) instructions for possible customs clearance of goods and for other statutory operations related to goods;

7) special conditions for vehicles (temperature requirements, special requirements regarding dangerous consignments, tailgate lift, side loader, etc.).

The consignor is responsible for the correctness of submitted data and shall annex to the consignment note necessary export documents and/or associated documents and/or instructions regarding the consignment.

3.6. If the consignor wants the carrier to be the intermediary for arranging the goods in transit insurance for the consignment, the requirement shall explicitly be expressed in the written order.

3.7. Conclusion of the contract for carriage is confirmed in the consignment note signed by the consignor and carrier or it can be done in the manner of equivalent legal force by signing the contract using information technology instruments.

3.8. The contract for carriage will assume free traffic conditions without any hindrance and the possibility to perform carriage on drivable roads with necessary load carrying capacity.

3.9. The following consignments shall be taken for carriage only by special agreements (contracts):

1. valuables;
2. consignments requiring special equipment or security solutions for carriage arrangements, loading or securing;
3. consignments without or with insufficient packaging;
4. consignments which might damage other consignments;
5. consignments exceeding the height of 2 metres, the length of 6 metres or the breadth of 2.40 metres;
6. consignments which cannot be transported with other goods although the quantities and route would allow it;
7. consignments which cause different than usual load distribution (axis load, position of the centre of gravity, etc.);
8. livestock;
9. plants;
10. goods sensitive to temperature fluctuation;
11. consignments which are graded as dangerous substances;
12. consignments for which time-limits of loading and delivery are agreed (time guarantee);
13. Consolidated consignments;
14. mail;
15. carriage of documents accompanying consignments (except for mandatory documents required by legislation – e.g. documents of hazardous consignments);
16. consignments of increased risk (tobacco, alcohol, mobile communication equipment, IT equipment, etc.);
17. consignments which do not allow handling with conventional handling devices (counterbalance forklift trucks, pallet trucks) during carriage;
18. medicinal products and pharmaceuticals.

3.10. The instructions and related guidelines effective for the carriage of foodstuffs and dangerous (ADR) goods are applied with regard to the carriage of foodstuffs and dangerous (ADR) goods.

3.11. In the case of carriage of goods outside normally scheduled working hours (8.00- 17.00 on working days) and other special carriage of goods (including removal, containers, etc) carriage conditions are agreed on a case by case basis.

3.12. Time-limits for carriage are binding if the carrier has explicitly confirmed it in a format which can be reproduced in writing.

4. CONSIGNOR'S DUTIES, LIABILITY AND AUTHORITY

4.1. The consignor shall create conditions for handing over of the consignment to the carrier and for taking over of goods from the carrier, including ensuring access to the loading place, drivability of access road and conformity of the loading place with the following requirements:

- a possibility to stop for loading;
- the loading bay shall have hard cover, smooth surface, without gradient and steps;
- the hold shall be in the field of visibility of the carrier or the security of the vehicle shall be guaranteed, etc .

4.2. The consignor shall compensate all costs occurring as a result of accessing the loading place (paid entry, paid parking, costs for releasing goods in customs warehouses, ports, railway stations and airports, other charges and official expenses).

4.3. Packaging and marking of consignment

Considering the type and agreed manner of carriage, the consignor shall package the goods in a way that the consignment is protected against loss and damage and will not cause loss to the carrier.

4.3.1. The packaging of consignment shall enable the consignment to be transported with other consignments, i.e. it shall not damage other consignments or the vehicle and shall allow loading of other consignments on top of it to the extent of the total height of freight space, unless it is complete load or it has been agreed otherwise.

4.3.2. Each packaging unit of the consignment shall be packaged by the consignor into a transportable package in a manner which will allow securing of consignment in the freight space and will ensure preservation of goods during loading and carriage. Similarly, the packaging shall ensure the stability of load until it reaches its destination and will exclude shift of the centre of gravity of load. Small consignments, which can be stowed on standard pallets due to their characteristics, shall be stowed on pallets.

4.3.3. Each packaging unit shall be marked by the consignor and for identification of the consignment it shall include the following legible information:

1. necessary data for identification of the consignor
2. necessary data and address for identification of unloading place (of consignee, if necessary);
3. internationally recognised warning signs;
4. warning expressed by words;
5. weight of packaging unit;
6. number of packaging unit;
7. dimensions of packaging unit, if necessary.

Marking is not required for carriage of a complete load from one consignor to one unloading place of one consignee.

4.4. The consignor assumes the loading and securing obligation of partial load and complete load if transfer of consignment takes place in the freight space. Generally the carrier is obligated to be present at loading. The carrier may assist the consignor in the loading process, in such a case he will act in the name and responsibility of the consignor.

4.5. When a canopy trailer is used for carriage, the carrier shall open the cables, sideboards and tailboard of the freight space, and if necessary, lift the canopy at the sides and/or at the back. If the consignment cannot be loaded without taking down the canopy, the consignor shall remove and then put back the top, frame and canopy of canopy trailer following the instructions of the carrier.

4.6. The consignor shall load the consignment per one vehicle within the time limits of maximum loading time included in the loading price as follows (based on estimated gross weight):

Parcel consignment	up to	10 min
Small consignment	up to	20 min

If loading lasts longer, it will be recorded in the consignment note and each started 15 minutes shall be paid for separately.

In the case of partial loads and complete loads:

Consignment with estimated gross weight of	2,5 t – 5 t	up to 30 min
Consignment with estimated gross weight over	5-10 t	up to 45 min
Consignment with estimated gross weight over	10 t	up to 45 min for each 10 tons

If loading lasts longer, it will be recorded in the consignment note and each started 30 minutes shall be paid for separately.

If more than one consignment is loaded at the same loading place, the calculations of loading time will proceed from the total estimated gross weight.

4.7. The consignor may refuse to transfer the consignment to the carrier:

1. if the vehicle prepared for the consignor by the carrier is not in compliance with the requirements of the ordered vehicle with regard to load carrying capacity, maintenance, holding capacity and/or equipment of freight space, thus excluding the possibility of meeting the conditions agreed in the contract for carriage of goods;
2. if the vehicle was not ready on the agreed date, time and place.

The consignor who terminates the contract for carriage of goods for the reasons stated above is entitled to compensation for the proven material damage caused to him, but not more than the amount of agreed carriage charge, if the failure to perform obligations by the carrier was caused by the circumstances which could not be controlled by the carrier.

The consignor has a right to refuse the ordered carriage until the time when the carrier starts to fulfil the order. If the carrier has started to execute the order and the order is cancelled, the carrier is entitled to get compensation which would cover his reasonable costs, but not more than the amount of agreed carriage charge.

5. CARRIER'S DUTIES, LIABILITY AND AUTHORITY

5.1. Carrier's duties during loading.

- The carrier shall check the appearance, marking and the number of packaging units of consignment and will verify the accuracy by comparing it to the information presented in the consignment note. If it is not possible to check them or the information does not correspond to the information presented in the consignment note, the carrier will make a reasoned notation about it on all the copies of the consignment note.
- The carrier shall load small packages and parcel consignments, and the named consignments shall be delivered (from hand to hand) to the place on the ground floor of the building designated by the consignor.
- If possible, the carrier will load small consignments. The carrier is responsible for his activities in the freight space and at the tailboard. If the carrier participates in the loading process outside freight space, he will operate in the name and responsibility of the consignor.

5.2. The carrier shall ensure the availability of harnesses, considering 1 harness for each pallet row, plus 2 harnesses for the last row. If the character of consignment requires special securing equipment or additional harnesses, the consignor will be responsible for the availability thereof; if agreed, the carrier may assist in acquiring additional securing equipment.

5.3. The carrier has a right to choose an appropriate vehicle, freight space and transport route for the carriage of consignment, and at his discretion he may use direct transport or transhipment.

5.4. The carrier may refuse the carriage assignment:

1. if the consignor cannot hand over the consignment at the earlier agreed time, place or conditions, and the carrier's refusal is justified by other tasks which will not allow him to postpone taking over of the given consignment or when it is not possible any more to meet the delivery terms (time-limit) presented in the contract for carriage;
2. if the consignor does not confirm the notations made by the carrier on the consignment note.

The carrier who terminates the contract for carriage of goods for the reasons stated above is entitled to compensation for the costs incurred, but not more than the amount of agreed carriage charge, if the failure to perform obligations by the consignor was caused by the circumstances which could not be controlled by the carrier.

5.5. If the consignee refuses to receive goods at the unloading place, the carrier has a right to claim compensation from the consignor for additional expenses.

5.6. If the consignor wants to re-address the consignment without unloading it from the vehicle, it would mean making of a new contract for carriage of goods. The carrier has a right to refuse to make a new contract and he may require unloading of the consignment.

5.7. If the carrier notices at some stage of the carriage that the gross weight of the consignment is higher than declared by the consignor, he has a right to unload the excess load immediately at the expense and risk of the consignor.

5.8. If the gross weight of the consignment does not exceed the limits of estimated gross weights provided by legislation of general application, carriage of the load exceeding the estimated gross weight declared in the consignment note will be paid for by double tariff.

5.9. The consignor shall compensate the carrier all fines and fees collected from the carrier in connection with incorrect indication of gross weight of the consignment or other incorrect information given about the consignment.

5.10. The carrier has a right to unload the consignment immediately, to have it stored, collected or destroyed at the expense of the consignor, and the consignor will have to cover the cost incurred on the following occasions:

- 1) it is discovered during carriage that the load contains dangerous substances or hazardous waste, the carrier was not correctly informed of before taking over of the consignment from the consignor;
- 2) the consignor had not supplied the carrier with all necessary documents for carriage of dangerous goods, including packaging certificates required by shipping companies if the vehicle or container is transported for a period by sea;
- 3) it is found that the classification, packaging and/or marking of dangerous goods is not in conformity with rules applicable to their carriage.

5.11. The carrier shall refuse to follow any instructions of the consignor which would lead to the violations of rules regulating driving time and speed or working and rest time of the driver.

6. PAYMENT FOR CARRIAGE

6.1. The carriage and related service charges and expenses shall be paid by the time of handing over of goods, unless agreed otherwise.

6.2. The consignor, as the person giving the assignment to the carrier, irrespective of the agreement on payment of carriage charges, shall pay for carriage and other taxes if the carrier has not redeemed the consignment or has refused to pay carriage charges, or is incapable of making the payment for carriage. Carriage charges for perishable goods or consignments of low value shall be paid in advance.

6.3. If the work assignment accepted by the carrier is interrupted under circumstances not controlled by the carrier (e.g. strike, work stoppage), the carrier has a right to receive compensation for his work performed and costs incurred.

6.4. Carriage charges are calculated individually for each consignment according to its estimated gross weight. Carriage charges shall be calculated by running meters of the freight space in the case of consignments which are difficult to load because of their different shape or inferior quality of packaging and when the conventional make-up of load is impossible together with other consignments.

6.5. Actual consignment data is taken into account for calculation of carriage charges.

6.6. The gross weight of consignment, on which carriage charges are calculated is rounded up as follows:

Parcel consignments with the accuracy of 1 kg;

Consignments of estimated gross weight under 1000 kg – with the accuracy of 10 kg;

Consignments of estimated gross weight over 1000 kg – with the accuracy of 100 kg.

6.7. Supplementary charges and other payments

- In addition to actual carriage charges, other expenses arising during carriage are collected according to effective price lists or actual costs (including payments for additional securing equipment and payment for the return of the signed consignment note).
- Supplementary charges are prescribed for the carriage of consignments which fully or partially contain dangerous substances.
- Reward of waiting is collected for exceeding the time limit for loading.
- Sending of written reminders may be for pay according to the carrier's price list.
- The consigner is not allowed to calculate set-off even when the consignor has claims on the carrier.
- All costs incurred in the collection of invoices not paid on time shall be covered by the debtor.
- If the limitation date of the exercise of claim has arrived, the creditor has a right to encumber the movables of the debtor in his possession by a pledge.

6.8. 'Cash on delivery' charge. The carrier shall undertake the responsibility for supervision of the collection of 'cash on delivery' charges only with prior written agreement and when the carriage documents of the consignment bear notation about it and the amount and method of payment of the 'cash on delivery' charge is explicitly indicated and defined. The carrier has a right to require additional payment for it, as well as covering of all related additional costs.

FILING OF CLAIMS

Filing of complaints and claims will be pursuant to the procedures laid down in the Law of Obligations Act and the CMR Convention. Claims shall be filed in writing with documents giving reasonable grounds of the claim.

Settlement of claims will be pursuant to the legislation of the Republic of Estonia and international agreements ratified by the Republic of Estonia.

ELFA's General Terms and Conditions for Warehousekeepers

ELEA Ladustamise Üldtingimused

Warehousing Conditions of the Estonian Logistics and Freight Forwarding Association

The Estonian Logistics and Freight Forwarding Association's (ELFA) general meeting approved on January 27, 2011. The Warehousing Conditions (hereinafter referred to as Conditions) of the Estonian Logistics and Freight Forwarding Association apply to all legal relations between warehousing companies and their customers concerning goods storage, and protect the customers at least to the extent set out in the Conditions. The Conditions are based on the Warehousing Conditions Amsterdam-Rotterdam (*Warehousing Conditions Amsterdam-Rotterdam*), registered in the Amsterdam and Rotterdam Circuit Court's register on March 1-st, 1994. The Warehousing Conditions shall enter into force on February 1-st, 2011.

GENERAL PROVISIONS

§ 1. Conditions apply

1. The Chapter 1 of the Conditions shall apply to all legal relations between the agreed warehousing companies and their Principals. The Chapter 2 hereof shall apply to the legal relation between warehousing companies and the warrant holders, where the warrant indicates that these Conditions are applicable.
2. Neither the warehousing companies nor the Principal nor the warrant holder may appeal to regulations and provisions where they are contrary to these Conditions, unless explicitly agreed in an another agreement.
3. If the warehousing company performs or supplies other services and acts in the capacity of forwarding agent, shipbroker, stevedore, carrier, insurance broker, superintending company or whatever, the conditions customary to that relevant branch of the specific trade shall be enforceable in addition to which other terms and conditions which have been specifically agreed between the parties shall also apply.

§ 2. Definitions

In these conditions:

Warehousing company is the party which undertakes to store and after termination of the storage deliver the goods of another party (the Principal) (Chapter I) or the party who has goods in custody against which a warrant issued by him is in circulation (Chapter II). The warehousing company accepts instructions for the storage or custody or delivery of goods.

Principal is the party who instructs the warehousing company to store or deliver goods, or the party for whom the warehousing company stores goods for which no warrant is in circulation. The principal shall give instructions to the warehousing company for the storage, custody or delivery of goods.

Warrant is a numbered and legally signed or stamped receipt entitled "Warrant" stating that the bearer has the right to receive the goods mentioned therein.

Warrant holder is the party who identifies themselves to the warehousing company as the holder of a warrant by producing the warrant or who establishes ownership in any other manner acceptable to the warehousing company.

Last warrant holder known to the warehousing company is the party to whom a warrant has been issued and subsequently the warrant holder whose written request to the warehousing company to be considered as such bears the most recent date, provided, however, that the warehousing company shall have the right but not be obliged to regard someone else as such, if they have reason to assume that the latter is the last warrant holder.

Warehousing is a paid service offered by the warehousing company, the warehousing company undertakes to store, preserve and provide other agreed services.

§ 3. Law

All agreements shall be subject to the laws of Estonia.

§ 4. Disputes

(1) All disputes which may arise between the warehousing company and the warrant holder shall be decided in Estonian court.

(2) Before the court, the disputing parties may refer the dispute to the ELFA arbitral court, if one is formed. ELFA arbitral court is set up and it operates according to the rules and procedures agreed by the general meeting of ELFA.

§ 5. Publication of the Warehousing Conditions

(1) The Conditions shall be forwarded to the Estonian Chamber of Commerce and Industry, who will publish these on their website.

(2) The Conditions shall be made public on the ELFA website in Estonian, English and Russian. In case of difference between the Estonian text and the text in any other language of these Warehousing Conditions, the Estonian text shall be decisive.

CHAPTER 1

PROVISIONS RELATING TO STORAGE AND DELIVERY

§ 6. Written Procedures

(1) All tenders, agreements, instructions regarding delivery, storage, handling and issue of goods, shall be recorded in writing. Also electronic correspondence and any other written declaration is consistent with the written form requirement.

(2) Verbal or telephone communications shall only be binding on the warehousing company if immediately confirmed in writing, unless otherwise agreed.

§ 7. Description of Goods and Supply of Information

(1) The Principal shall provide the warehousing company with a written inquiry, an order and storing and handling instructions with the exact and full description of the goods, where the following is stated: the value of the goods, the number of packages, gross weight and other important particulars of such nature that can affect the signing of the contract or its conditions.

(2) If goods are subject to customs and excise provisions or any other special regulations, the Principal shall timely supply all information and documents required in this connection to the Warehousing Company, in order to enable the Warehousing Company to comply with such provisions or regulations.

§ 8. Rates/Payments

(1) Current rates and payments for work done and all verbal or written agreements between the warehousing company and the Principal regarding rates and payments for work done shall be based on the cost of labour prevailing at the time the instructions were given or the agreement was made. In the event of an increase in the cost of labour, the current rates or the agreed rates and payments may be adjusted accordingly. The warehousing company shall also have the right to adjust the rates in cases where the Authorities introduce or increase charges imposed on the services rendered by the warehousing company.

(2) Current and agreed rates for storage shall be based on the customary method of stacking the relevant goods unless otherwise agreed. If at the Principal's request or due to the condition of the goods the customary method of stacking is not followed, an increase in the rates shall be applied proportional to the additional floor space occupied compared to normal stacking.

§ 9. Duties, Costs and Taxes

(1) All costs (freight, disbursements, taxes, duties, fines and/or other charges or costs of whatever nature), incurred by or relating to the goods, shall be for the account of the Principal. The Principal shall pay in advance or reimburse these costs at the warehousing company's first demand, irrespective of whether the goods are still on the premises or have since been removed.

(2) When the warehousing company deems it necessary to conduct law suits or take other legal steps with regard to duties, taxes, fines or other charges or costs imposed by the Authorities; or if the Principal requests the warehousing company to conduct such law suits, the resulting costs, including the costs of legal and/or fiscal and/or other advice or assistance deemed necessary by the warehousing company shall be reimbursed by the Principal at the warehousing company's first demand. The warehousing company shall consult with the Principal and try to obtain instructions from the Principal, before proceeding to implement law suits within the terms of this Section 9.

(3) In the event of the warehousing company acting as financial or fiscal agent, all taxes, duties, fines, interest, and costs of whatever nature, or indemnifications shall be for the account of the Principal, without prejudice to the provisions of Section 9.1. The Principal shall pay such amounts at the warehousing company's first demand.

§ 10. The Principal's Liability

(1) The Principal shall be liable to the warehousing company and third parties for any loss or damage resulting from incorrect or misleading and incomplete descriptions or indications or information, as well as for the loss and damage resulting from defects of the goods and the packaging, that was not notified before, even when such loss or damage was caused through no fault of his. If the weight of the goods has been omitted or stated incorrectly, the Principal shall be liable for all resulting damage.

(2) The Principal is responsible for damages, resulting from the Conditions or from a separate agreement between the Principal and the warehousing company, from non/late/improper execution of any obligation by the Principal, unless the damage has resulted directly from willful or gross negligence by the warehousing company themselves.

(3) The Principal shall also indemnify the warehousing company against justified claims from third parties for loss and damages paid or due to third parties, including claims from employees of both the warehousing company and the Principal, resulting from the nature or condition of the goods stored, unless the damage has resulted from willful or gross negligence.

§ 11. Refusing an Order

The warehousing company shall have the right to refuse an instruction for storage without having to give any reasons therefore. In the event of the warehousing company having accepted the instructions, the agreement may only be broken by mutual consent of the parties concerned, unless in the case of a compelling reason. A compelling reason is mainly the change in the storing conditions unrelated to the actions of the warehousing company, administrative constraints, as well as all reasons from the Section 27 Subsection 3 of the Conditions.

§ 12. Inspection of Goods

(1) The warehousing company shall not be obliged to weigh or measure the goods without having received specific instructions to this effect.

(2) The warehousing company may weigh or measure the goods in order to check and verify the specifications received from the Principal. If the warehousing company ascertains that the weight or measure vary from the specification, the cost of weighing or measuring shall be for the account of the Principal. The warehousing company shall only be

responsible for weights or measurements, if the goods have been weighed or measured by the warehousing company on the Principal's instructions and without prejudice to the provisions of Section 20 of the warehousing company's liability.

(3) Packages may only be opened for inspection of the contents by the warehousing company at the Principal's request. The warehousing company shall at all times have the right, but not be obliged, to open the packages in order to verify the contents, should they have reason to suspect that the contents have been incorrectly declared.

(4) If on inspection it appears that the contents differ from the specification, the costs of the inspection shall be for the Principal's account. The warehousing company shall never be responsible for the description or designation of the goods taken into custody.

(5) The warehousing company shall never be responsible for the deficit of the contents, unless the damage has resulted directly from willful or gross negligence by the warehousing company themselves.

§ 13. Delivery and Receipt

Delivery to and receipt by the warehousing company shall be made by the Principal's delivery of the goods and their acceptance by the warehousing company at the place of storage. The place of storage is the place of receipt by the warehousing company, even if the warehousing company arranges transportation or delivers the goods themselves.

§ 14. Condition of the Goods on Arrival

(1) Goods shall be delivered to the warehousing company in good condition and if packed, shall be properly packed.

(2) If the goods sent to the warehousing company arrive in outwardly visible damaged or defective condition, the warehousing company shall have the right, but not be obliged, to take any steps to protect the Principal's interests against the carrier or others and shall provide evidence of such condition. The warehousing company shall do this for the Principal's account and risk, without the Principal however being able to make any claim against the warehousing company for the manner in which the warehousing company have performed such tasks. The warehousing company shall notify the Principal without delay, without the latter however having any right to claim against the warehousing company because of failure to notify.

(3) Goods received for storage may at any time be requested by the warehousing company to be removed, or destroyed or rendered harmless in any other manner by the Principal, when as a diligent warehouse-keeper, had he known that they could be dangerous after receipt, would not have accepted the goods for storage.

(4) The warehousing company has the right to take measures from Section 14.3 for storing goods, whose hazards were known to the warehousing company, but only if the goods present immediate danger.

(5) The warehousing company shall not be liable for any claim for damages in the event of taking the measures stated in 14.2–14.4. The Principal shall be liable to cover all costs and damages to the warehousing company resulting from the delivery for storage, from the storage itself or from the measures taken, unless such costs and damages or the need for taking such action are exclusively due to faults on the part of the warehousing company.

(6) As a result of the measures taken the agreement for the storage of goods stated therein shall cease to apply. In the event that the goods are still delivered, the agreement shall only be terminated after their delivery. The provisions relating to dangerous goods shall not prejudice Section 22.

§ 15. Commencement of Execution of Order for Storage

The warehousing company shall commence to action the agreed instructions for delivery or storage as soon as possible after accepting these instructions and on receipt of the required particulars and handling instructions, unless agreed otherwise or prevented from doing so by special circumstances.

§ 16. Speed of Execution of Order

The warehousing company shall determine the speed at which an order for storage or delivery of goods is executed. The Principal's wishes shall be taken into consideration by the warehousing company as far as possible in this connection, but the warehousing company shall not be liable for costs incurred by the Principal where the speed at which the instructions are carried out are slower than desired by the Principal.

§ 17. Late or Irregular Delivery or Removal of Goods

If the Principal has advised the warehousing company that goods are to be delivered for storage in a certain quantity or at a specified time, or that goods to be removed, are to be collected in a certain quantity or at a specified time; and if the said Principal then fails to deliver or collect in the agreed manner or at the agreed times, then the Principal shall be obliged to pay the warehousing company any costs incurred for labour or equipment not utilised, or not fully utilised, which had been engaged or assigned to carry out the relevant instructions by the warehousing company.

§ 18. Working Hours

Delivery of goods to and removal of goods from the place of storage shall be carried out during the official working hours of the warehousing staff. Should the Principal require work to be carried out outside the official working hours, the warehouse may at its own discretion comply or not comply with this request. Extra costs incurred for working outside of official working hours shall be borne by the Principal.

§ 19. Place of Storage. Moving of Goods

- (1) Unless otherwise agreed, the warehousing company shall have sole discretion of where the goods are to be stored.
- (2) The warehousing company shall at all times have the right to remove the goods to another place of storage.
- (3) The costs of such transfer and insurance or normal transport risk, shall be for account of the warehousing company, unless such a transfer is made in the interests of preserving the goods or due to circumstances beyond the control or responsibility of the warehousing company.
- (4) When the goods are moved to another place of storage, the warehousing company shall notify the Principal, however without the latter being able to lodge any claim against the warehousing company because of failure to notify.

§ 20. Damage/Loss of Goods

- (1) By accepting these warehousing conditions, the Principal renounces any right to lodge claims or recover damages from third parties in the case of loss or damage of the goods. The Principal will only be able to hold the warehousing company liable, even when the warehousing company has employed the services of these third parties in the course of their business. The following limitations shall apply to the warehousing company's liability:
 - (2) In the case of damage and/or loss because of theft by burglary, the warehousing company shall be considered to have applied adequate care, if they have provided a proper closure for the storage place.
 - (3) In the case of goods stored on open ground or which can only be stored on open ground or for which it is customary for the warehousing company to store them on open ground, any liability of the warehousing company for damage, possibly in connection with such storage, shall be excluded.
 - (4) In the case of damage or loss caused by rodents, birds, insects or other vermin, the warehousing company shall be considered to have applied adequate care if they have provided the normal pest control in the place of storage.
- (5) The warehousing company shall not be liable for any damage and/or loss arising from the following causes, regardless of their origin:
 1. natural properties of goods that can cause changes in quality, inner rot, wetting, dehydration, leaking, heating, seeping, sweating, fermenting, freezing, rusting, breakage, as well as natural wastage and insufficient packaging.

2. force majeure, government measures, requisitioning, seizure, strike, lockout, sabotage, riot, looting, interruption of power supplies.
3. fire, smoke, explosion, radiation, water damage, break of water pipes, floods, storm and generally every external calamity.

(6) The compensation payable by the warehousing company for the loss of the goods shall be limited to the value of the goods applicable on the day of discovering the damage.

(7) In the case of damage the indemnification shall be the difference between the value of the undamaged goods on the day of storage and the value of damaged goods.

(8) The warehousing company indemnity shall not exceed the value of the damaged or lost goods on the day of their arrival to the warehouse, if there are no produced evidence of this value, the actual value is used instead. The warehousing company shall not be held liable for loss of earnings or any other indirect loss.

(9) When damage is caused to only part of the goods, which can be classified as having a value of its own (e.g. machine parts) or where damage is caused to one or more items of several goods belonging together (e.g. furniture), the warehousing company shall compensate only the value of the damaged parts or objects, any depreciation of the remaining part or of the undamaged goods shall be excluded and not be considered.

(10) In no event shall more than the actual cost of the damage be paid, and then only to a maximum amount of SDR 2 per kilogram damaged or lost gross weight, provided that in all cases the warehouse's liability is limited to SDR 100,000 per event or series of events resulting from one and the same cause.

(11) Any right to claim compensation for the damages shall cease if no complaint is filed on receipt by or on behalf of the Principal receiving the goods.

(12) The Principal shall be liable for any damage of goods caused by the non/late/improper execution of any obligation under these Warehousing Conditions, or under the separate agreement made between the warehousing company and the Principal.

(13) The warehousing company shall be liable for damage of goods in connection with customs or other formalities, in all cases the warehouse's liability is limited to SDR 7500 per event or series of events resulting from one and the same cause.

§ 21. Admittance to the Premises

(1) The warehousing company shall be obliged to admit the Principal or the persons designated by him to the place where his goods are stored, subject to the requirement to comply with customs or other formalities.

(2) The following conditions shall apply to all persons whom the warehousing company has granted admission:

1. all persons visiting the place of storage, including the personnel of vehicles, shall observe the warehousing company's regulations when arriving at the warehouse;
2. admittance shall be granted by the warehousing company only during normal working hours and always under escort;
3. the cost of escorting visitors shall be paid to the warehousing company by the Principal;
4. the Principal shall be liable for any damage caused directly or indirectly by the visitors;

(3) The Principal shall indemnify the warehousing company against claims from third parties, including claims from employees of both the warehousing company and the Principal, resulting from damage described in the previous sections.

§ 22. Handling of Goods

(1) If the Principal is required to execute work, such as sampling, servicing, repacking, restacking, lotting, weighing, etc., as well as delivery, then these shall be entrusted to the warehousing company having the goods in custody at the appropriate fees and on the appropriate conditions.

(2) Any work the warehousing company does not wish to undertake may, with the warehousing company's consent, be carried out by or on behalf of the Principal, under the supervision of the warehousing company, subject to the conditions laid down by the warehousing company and against payment of the costs involved. The warehousing company shall not be held liable for the consequences of these tasks.

§ 23. Special Method of Handling Goods

(1) The warehousing company shall not be obliged to take any measures in respect of the goods or their packing received into custody, other than such which are considered normal for the storage of the goods concerned.

(2) The warehousing company shall only be obliged to take special measures if such measures have been agreed.

(3) However, the warehousing company shall have the right to take immediate action at the Principal's cost and risk, including the clearance or removal, or destruction, or rendering harmless in any other way, if it is feared that failure to take such action may cause loss or damage to the goods themselves or to other goods, or to the warehouse or to equipment, or cause harm to persons, or when such a measure is required or indicated for some other reason, such in the discretion of the warehousing company. The warehousing company shall immediately inform the Principal of the measures taken, without the latter having any right to claim against the warehousing company for failure to meet this obligation.

(4) Without prejudice to the provisions of the preceding subsection, the Principal shall indemnify the warehousing company against any claims by third parties an account of damage caused by the Principal's goods to goods belonging to third parties.

§ 24. Insurance of Goods

(1) Unless expressly agreed in writing with the Principal, the warehousing company shall not be obliged to effect any insurance on the goods. If it has been agreed between the warehousing company and the Principal that the warehousing company is to effect insurance of the goods for account of the Principal, then the warehousing company shall have the right in their discretion to effect the agreed insurance in the name of the Principal, or to include such insurance in a warehousing policy. The value to be insured shall be the amount stated by the Principal. The warehousing company shall in all insurance cases exclusively be regarded as intermediary without any liability and shall not be held responsible for the conditions negotiated with the insurers or be responsible for their reliability or their solvency.

(2) In all cases where the goods have been insured through the intervention of the warehousing company, the warehousing company shall have the right to collect the sums claimed for and on behalf of the parties interested in the goods and shall furthermore have the right to deduct all money owed to them for whatever reason by the Principal from the insurance settlement. The balance remaining shall be paid to the Principal.

(3) In case of damage to or loss of goods by fire or any other cause and the assistance of the warehousing company for assessing the damage or loss is desirable or necessary, such assistance shall be rendered by the warehousing company against payment of the costs involved plus additionally a fee for their efforts. The warehousing company may make such assistance conditional on the cash payment of, or the provision of security for all sums owing for whatever reason and all costs referred to in this Section by the Principal to the warehousing company.

(4) When partial delivery of the goods has been made by the warehouse, the Principal must inform the warehouse of the value for which he wishes the remainder of the goods to be insured. In the absence of such a declaration the warehousing company shall have the right to reduce the insurance value at their own discretion, in proportion to the decrease in number, weight, measure or contents of the goods.

§ 25. Charging Warehouse Rent in Case of Destruction of Goods

Should the goods stored in the warehouse be destroyed by fire or otherwise, the day of destruction shall count as the date of delivery. The Principal shall pay the full warehouse rent plus the insurance premium (if the goods were insured through the warehousing company) and costs, calculated in full monthly periods up to and including the date of destruction of goods.

§ 26. Removal of Goods

- (1) The Principal may, upon payment of all that is due to the warehousing company (taken in the broadest context) and subject to the provisions of these General Conditions, at any time remove the goods placed in custody.
- (2) The warehouse rent, and if the goods have been insured through the warehousing company, then also the insurance premium and costs, shall always be charged in full months, part of a month counting as a full month. If a fixed period of storage has been agreed, the Principal shall compensate the warehousing company for expenses that the latter had already incurred, taking into account the agreed deadline.
- (3) If a fixed period of storage has been agreed, the warehousing company cannot require the Principal to remove the goods prior to the expiration of the agreed period of time.
- (4) Where no fixed period of storage has been agreed or where the agreed period of storage has expired, the warehousing company has the right to require the goods to be removed at one month's notice, however not within three months of the commencement of storage.
- (5) In the case of a force majeure the agreement remains in force, but the warehousing company's liabilities are suspended for the time of the force majeure.

§ 27. Premature Removal of Goods for Compelling Reasons

- (1) The warehousing company shall at all times have the right to require the goods received for storage to be removed prior to the expiration of the storage period, without observing any period of notice, where there is a compelling reason to do so.
- (2) Compelling reasons shall be understood to be circumstances of such nature that applying sensible standards of fair judgement, the Principal could not reasonably expect continuity of storage.
- (3) A compelling reason for removal shall be deemed to exist *inter alia*, if the Principal fails to comply with one or more of the provisions of these General Conditions. If for instance it appears that owing to the presence of the goods, the hazard of loss and damage to other goods, or to the storage place or to equipment, or danger or harm to personnel is to be suspected or feared; and further more if the goods are of a perishable nature or liable to inherent changes, which in the opinion of the warehousing company justifies the assumption of deterioration, and the Principal has neglected to give instructions for preventing or controlling.
- (4) The Principal shall remain liable to pay the warehouse rent in full up to and including the day of the removal of the goods.

§ 28. Payment

- (1) All amounts owing/due to the warehousing company by the Principal however incurred, such as: warehouse rent, insurance premiums and costs, rent, fees for storage and delivery, charges for work done or to be done, costs of cleaning work and such like during or after a fire or otherwise, extraordinary expenses, additional wages, taxes, duties, fines, etc. shall be payable on the first demand.
- (2) Without prejudice to the provisions of the preceding subsection, the Principal shall always pay the warehouse rent due promptly within the term agreed between the parties, but at least once per 12 months.
- (3) Should the Principal not immediately pay the amount due to the warehousing company, the warehousing company shall have the right to charge interest at the official rates in the law prevailing at the time.
- (4) Payments received on account shall in the first instance be allocated towards the reduction of ordinary debts, regardless of whether these monies were intended for other purposes when the payments were made.

(5) When in the case of late payment the debt is collected by judicial or other means, the amount of the debt shall be increased by 10% to cover administrative costs, while the judicial and extra-judicial costs shall be for account of the Principal.

§ 29. Right of Lien

(1) As security for the payment of all that the Principal owes or will owe the warehousing company for all warehousing agreements and for previous carriage, forwarding and storing agreements, the warehousing company shall have a lien on all goods, monies, documents, and/or bonds or securities belonging to or on behalf of the Principal. A warrant provides for a lien on claims arising from the warrant and the claims, which were known to the warrant holder or had to be known to them. Such right of lien shall be extended to insurance claims and to the accompanying documents.

(2) Right of lien shall be extended to also include sums from insurance claims the warehousing company has collected or will collect on behalf of the Principal.

(3) The warehousing company shall regard anyone who, on behalf of the Principal, entrusts goods to the warehouse, authorized by the Principal to create a pledge on such goods.

(4) In case of a failure to pay the claim, the secured goods shall be sold privately in agreement with the Principal or sold at an auction in accordance with the law.

§ 30. Public Sale

(1) Should the Principal fail to remove the goods entrusted to the warehousing company for storage, on expiry of the rental period covered in the agreement; or fail to remove the goods after the agreed or specified time for storage or at any other point of time in the case of a compelling reason regarding the early removal of goods as mentioned under Section 27 above. The warehousing company shall have the right to sell the goods entrusted to them, or to have them sold, without observance of any formalities, in the place and in the manner and on the conditions the warehousing company sees fit, publicly or in any other legal manner. The sale shall be at the expense of the Principal, and the warehousing company shall have the right to recover from such proceeds all amounts the Principal owes them.

(2) If it is probable that the cost of selling the goods will be higher than the benefits or if no buyer is found despite a reasonable attempt to do so, the warehousing company shall have the right to remove or destroy the goods. The Principal shall remain liable for all amounts due, increased by the cost of removal or destruction.

(3) After the event of sale, the warehousing company shall hold the balance of the proceeds after having deducted all costs and all the Principal's debts, at the Principal's disposal for five years. After that period the unclaimed balance accrues to the warehousing company.

§ 31. Expiration of Claims

(1) Claims against the warehousing company for loss, damage or decrease of stored goods or general claims against the warehousing company shall expire after 1 year. Claims for damage that has resulted directly from willful or gross negligence shall expire after three years.

(2) In cases of damage to or decrease in the goods, where the warehousing company have not informed the Principal of such damage or decrease, the period of expiry shall commence on the day the goods are delivered. The warehousing company delivered the goods to the Principal. In cases of total damage of goods, or if the warehousing company informed the Principal of such damage or decrease, the period of expiry of the claim shall commence on the day the warehousing company informed the Principal.

§ 32. Transfer or Transition of Goods

(1) Transfer or transition of ownership of warehoused goods, or the transfer or transition of the right to take delivery of the goods, by a Principal to a third party, shall not be accepted by the warehousing company and be without legal effect

as far as the warehousing company is concerned, unless all claims the warehousing company may have against the Principal have been paid in full.

(2) The Principal shall be obliged to inform the warehousing company instantly in writing of any transfer or transition of ownership of goods.

(3) Without prejudice to the provisions above, the transfer or transition has no legal implications for the warehousing company nor shall the warehousing company recognize them, unless the new owner has explicitly accepted in writing all provisions of the agreement between the warehousing company and the original or transferring Principal as well as the present Conditions. In this case the agreement between the original Principal shall be under same conditions as with the new Principal.

(4) The warehousing company is not required to recognize the transfer or transition of ownership of the goods and shall even have the right to revoke a previous recognition made, and may furthermore refuse to release the goods, if in the warehousing company's opinion there are flaws in the legal title regarding any transfer or transition of ownership of goods, or if the new owner claims not to have accepted these present Conditions or not to be bound by them.

(5) In case of transfer or transition the original and transferring Principal shall remain solidarily liable to the warehousing company for all the warehouse's claims in connection with the storage and handling of the good, irrespective of whether the claim arose before or after the transfer or transition of the right to delivery.

§ 33. Issue of Warrants

(1) The warehousing company may issue a warehouse warrant to the Principal at his request, describing the goods given into custody to the warehousing company by the Principal.

(2) The warehousing company shall have the right to refuse to issue a warrant, if the Principal has not paid all claims the warehousing company may have on him or if the warehousing company has a compelling reason to do so.

(3) Once a warrant has been issued, all the warehousing company's obligations towards the Principal shall cease, and shall be replaced by the warehousing company's obligations towards the warrant holder, these regulations being detailed in Chapter II of these Conditions. The Principal shall, even after the issue of the warrant remain liable towards the warehousing company for the effects of any discrepancies between the goods for which the warrant was issued and their description on the warrant.

CHAPTER 2

PROVISIONS REGARDING THE WARRANT

§ 34. Applicable provisions

The legal relations between warehousing companies and warrant holders shall be governed by the provisions of Chapter I, except when the provisions of Chapter II determine that a provision of Chapter I may not be applied.

§ 35. Right to Delivery of Goods

(1) The warrant awards the right of delivery by the warehouse of the goods they have received for storage and against which the warrant has been issued. The warehousing company shall be liable towards the warrant holder for any discrepancy between the stored goods and their description on the warrants, if the warrant holder would have been unaware of any discrepancy existing when he acquired the warrant, unless it concerns goods which identification requires expert knowledge or a thorough examination or analysis.

(2) If the warrant contains the clause: "Content, quality, number, weight and measure unknown" or a similar clause, the warehousing company shall not be bound by any statement in the warrant regarding contents, quality and the number, the weight or the dimensions of the goods.

(3) The warrant holder shall not have any right to delivery according to the warrant as long as the warehousing company has a claim on the goods resulting from these present Conditions or until all customs and other formalities, required for the delivery, have been fulfilled.

§ 36. Expiry of the warrant

(1) The warrant shall be valid for three years from the date of issue, unless a shorter period of validity is indicated on the warrant.

(2) Until its expiry the warrant may be replaced at the warrant holder's request by a new warrant, against payment of all the costs involved. The warehousing company shall have the right to refuse the replacement of the warrant and may require the goods to be removed on the expiry date of the contract.

(3) If on its expiry date the warrant has not been presented for replacement, or if after refusal to replace the warrant the goods have not been removed from the warehouse on the expiry date, the holder of the expired warrant shall be deemed to agree to the warehouse rent, and if the goods have been insured through the warehousing company, the insurance premium and costs shall be determined by the warehousing company as from such date.

(4) If on its expiry date, the warrant has not been presented for replacement, or if after refusal to replace the warrant the goods have not been removed from the warehouse on the expiry date, against payment of the amount the warehousing company are entitled to under Section 30 above, the warehousing company shall have the right to dispose of the goods to which the expired warrant refers.

(5) For a period of five years after the expiry date of the warrant, the warehousing company shall be obliged to deliver the goods described on the expired warrant, or should the warehousing company have exercised their right to dispose of the goods, the net proceeds of the goods, without payment of interest, shall be paid to the holder of the expired warrant, after having deducted all the amounts due to the warehousing company. After these five years have expired, the rights of the holder of the expired warrant shall cease and the warehousing company shall no longer be required to deliver the goods, or to account for their proceeds, neither to the holder of the expired warrant nor to others.

§ 37. Delivery of Goods

(1) The warehousing company shall prior to effecting full or partial delivery of the goods to which the warrant gives title, have the right to demand fulfilling the further requests:

1. the warehouse rent due since the date when the last payment was made, as shown on the warrant and not having been otherwise paid prior to delivery, at the monthly rent noted on the warrant, parts of months to count as full months;
2. insurance premiums and costs due since the date when the last payment was made, as shown on the warrant and not having been recorded as otherwise having been paid prior to delivery, at the monthly insurance premium rate stated on the warrant, parts of months to count as full months;
3. the charges for delivery and documentation of the goods at the current rate applicable;
4. disbursements and other outlays made by the warehousing company on behalf of the warrant holder requesting delivery, in connection with customs or other formalities;
5. all costs incurred by the warehousing company after the date of issue mentioned on the warrant:
 - e.1) for preserving/retaining the goods mentioned on the warrant;
 - e.2) for eliminating any dangers caused by the goods mentioned on the warrant to the warehouse or to other goods stored therein;
 - e.3) or measures taken in respect of the goods mentioned on the warrant as a result of circumstances for which the warehousing company cannot be held responsible;
1. all other amounts due to the warehousing company apparent from the warrant.

(2) Notwithstanding the provisions of the preceding paragraphs the warrant holder shall be obliged to pay the warehouse rent due and the insurance premiums and costs at the end of each 12 months of storage or such earlier period as has been agreed and is recorded on the warrant. The costs referred to in sections d and e above shall be paid as soon as the warehousing company have given notification of this to the warrant holder.

(3) If the warrant holder fails to meet his obligations stated in the warrant in a timely manner, the monies due to the warehousing company accrued in this manner shall be increased as from the day the 12 months storage has elapsed by a penalty of 1% of the amount due for each month in excess of the 12 month period.

§ 38. Indemnification of lost or damaged Goods

For loss or damage the Section 20 shall be applied, the day of issue of the warrant is regarded as the day of receiving the goods for storing.

§ 39. Access to and information about Goods

Access to and information about goods for which warrants have been issued shall only be given on production of the said warrant.

§ 40. Handling of Goods

(1) If the warrant holder has to carry out tasks on the goods, such as sampling, servicing, repacking, restacking, lotting, weighing, etc., as well as delivery, then these shall be entrusted to the warehousing company having the goods in custody, at the appropriate fees and on the appropriate conditions applicable at that time.

(2) Such tasks as required by the warrant holder, shall only be carried out after surrender of the warrant.

(3) Tasks the warehousing company does not wish to undertake may, with the warehousing company's consent and after surrender of the warrant, be performed by or on behalf of the warrant holder, under the supervision of the warehousing company and against payment of all costs involved, however without any liability on the part of the warehousing company. The warehousing company shall not be held liable for the consequences of these tasks.

(4) Partial deliveries and handling of the goods, causing a change in the properties or amount of the goods shall be inserted on the warrant in the space allocated for these remarks. When there is no space left on the warrant for further remarks, the warrant shall be replaced at the expense of the warrant holder.

(5) Payments due to the warehousing company for work performed in connection with the goods mentioned on the warrant or for supervising such work, shall be paid immediately. The warehousing company shall have the right to refuse to return the warrant until settlement has been made.

§ 41. Notification Of Special Method of Handling

Should the warehousing company carry out any work in connection with the goods stored covered under Section 23, the warehousing company shall as soon as possible after this event notify the last known warrant holder, without the warrant holder having any right to claim against the warehousing company for failing to give such notification.

§ 42. The Warehousing Company's Responsibility to Insure the Goods

(1) The warehousing company shall insure the goods only if indicated so in the warrant. He shall do this on the account of the warrant holder with provisions of the Section 24.

(2) The insured value shall be indicated by the warrant holder.

(3) When the warrant states that the insured value is the current market value, it shall be the warehousing company's responsibility to keep the goods adequately insured.

§ 43. Changes in, Effect and Termination of Insurance

- (1) It will only be possible to change the insured value and terminate the insurance when the warrant is surrendered to be endorsed accordingly.
- (2) Only the insurance as stated on the warrant shall be applicable.
- (3) Insurance cover shall be terminated on delivery of the goods.
- (4) If on delivery of part of the goods, it is not possible to deduce a proportionate decrease from the value indicated on the warrant, the insured value of the part to be delivered shall be quoted separately and stated on the warrant.

§ 44. Amounts of claim

The warrant holders claims shall be paid by the warehousing company against receipt of the warrant, after having deducted all amounts owed by the warrant holder to the warehousing company.

§ 45. Notification of Destruction

In the case of destruction of the goods described on the warrant, by fire or otherwise, the warehousing company shall immediately notify the last known warrant holder, without the warrant holder having any right of claim against the warehousing company for failure to notify.

§ 46. Mutilation of the Warrant

- (1) Any erasures and mutilations shall render the warrant void. Alterations to the warrant shall not be valid unless approved by the warehousing company.
- (2) The holder of a mutilated warrant may request the issue of a duplicate, on surrender of the original warrant and payment of the charges involved. The details regarding the nature and quantity of the goods to be shown on the duplicate warrant shall be exclusively determined from the relevant details as shown in the warehousing company's records.

§ 47. Loss or Destruction of Warrants

- (1) If a warrant has been lost or destroyed, the person so entitled may apply to the warehousing company for nullification of the warrant and request delivery of the goods, or request the issue of a duplicate warrant. Such applications shall, where possible, state the cause for the loss of the warrant and detail the grounds on which the applicant bases his claim to title.
- (2) If the investigation made by the warehousing company afford no reason to doubt the truth of the reasons for the application, the warehousing company shall publish the application made, by inserting two announcements at intervals of at least 14 days each in a national daily newspaper, inviting those who believe they have title to the goods described on the missing warrant to oppose the delivery of the goods or the issue of a duplicate warrant in court.
- (3) If within 14 days of the last announcement, no one has opposed the delivery of the goods or the issue of a duplicate warrant by service of a writ, the warehousing company may nullify the warrant and effect delivery of the goods or issue a duplicate warrant to the applicant. For determining the nature and quantity of the goods to be delivered or to be stated in the duplicate warrant, the warehousing company's relevant records shall exclusively be regarded as the only true record. The nullification of the warrant shall immediately after the event be published in the national daily newspaper. As a result of such nullification the original warrant shall lose its validity and all the warehousing company's obligations under the original warrant shall cease.
- (4) In case of opposition by a third party the application shall not be complied with, until it has been determined from a Court, who is entitled to the goods.

(5) The person who has obtained a duplicate warrant or the goods, shall indemnify the warehousing company against all claims that might result from such a delivery (incl. third-party claims) and costs. The warehousing company may require an official indemnity to cover this.

(6) Any costs incurred by the warehousing company as a result of the application, shall be borne by the applicant. The warehousing company shall have the right to require an advance of money to be made before executing the application.

§ 48. Expiry of the warrant

(1) If after the termination of the validity of the warrant, the warehousing company no longer wishes to keep the goods in storage, they shall summon the last known warrant holder to remove the goods.

(2) If the last known warrant holder fails to comply with the summons within 14 days, or if he is no longer the owner of the expired warrant, and does not within 14 days inform the warehousing company who the current holder of the expired warrant is; and if the holder of the expired warrant does not present himself within such period, the warehousing company shall have the right to sell the goods described on the expired warrant. The sale shall be in accordance with the provisions of the Section 30.

(3) Prior to selling the goods described in the expired warrant, the warehousing company shall publish their intention to sell the goods for which an expired warrant is in circulation, by inserting two announcements at intervals of at least 14 days in a daily national newspaper, requesting the holder of the expired warrant to as yet meet his obligations.

(4) If after 14 days after the last announcement the warrant holder has not presented himself, or if he has presented himself but no agreement has been reached on the removal of the goods, the warehousing company shall be at liberty to sell the goods immediately. The sale shall be in accordance with the provisions of the Section 30.

§ 49. Commencement of the Period of Expiry of a Warrant

The period of expiry as referred to in Section 31, shall in case of total damage or loss commence on the day on which the warehousing company informs the last known warrant holder of such loss, or if he is no longer the owner of the warrant and no subsequent warrant holder has presented himself to the warehousing company, a 7 days after the announcement of such loss in a daily national newspaper.

§ 50. Terms of Reference of the Provisions of Chapter II

(1) The provisions of this second Chapter shall exclusively apply to the legal relationship between the warehousing company and the warrant holder as such.

(2) The moment the warrant holder for whatever reason surrenders the warrant to the warehousing company the provisions of the present Chapter II shall cease to apply. From such time on the provisions of Chapter I, regulating the legal relationship between the warehousing company and the Principal, shall apply.