

TWS General Terms & Conditions

1. APPLICABILITY

These General Terms and Conditions, which replace TWS's previous General Terms and Conditions, apply to all assignments to TWS, unless otherwise expressly agreed in writing or set forth in these General Terms and Conditions.

All assignments shall be performed in accordance with:

- Specific terms agreed to
- Product specific terms and conditions
- These General Terms and Conditions
- NSAB 2000

In the event of any conflicts between these provisions, the above priority shall apply. In event of any conflicts between the wording in the Swedish and the English version of the General Terms and Conditions, the Swedish version shall prevail.

These General Terms and Conditions include additions to, and deviations from, the provisions of NSAB 2000.

The Customer shall be responsible for any third party performing the obligations and undertakings set forth in these General Terms and Conditions on behalf of the Customer, for which TWS is not expressly responsible.

2. DEFINITIONS AND HEADINGS

2.1 Definitions

In these General Terms and Conditions and in connection with assignments, the following words and expressions shall have the meaning specified below:

TWS

Companies within the TWS group in Sweden.

EDI

Electronic Data Interchange and similar electronic data communication, and all provisions relating to EDI are based on the Customer having entered into a separate EDI Agreement with TWS.

EDI-AGREEMENT

Separate agreement in writing for electronic data communication according to the conditions set forth by TWS.

DANGEROUS GOODS

Goods that may cause injury/damage on persons, the environment and materials.

NSAB 2000

General Conditions of the Nordic Association of Freight Forwarders, currently NSAB 2000.

DOMESTIC ROAD TRANSPORT

Agreement on freight forwarding by vehicles on roads between or within locations in Sweden.

PRODUCT SPECIFIC PRODUCT OR OPTION TERMS
Conditions regarding specific products and options-supplied by TWS according to separate provisions.

SHIPMENT

A shipment refers to the goods set forth on one (1) single waybill or transport instruction, and loaded onto one (1) single vehicle unit from one (1) consignor in one (1) given location to one (1) consignee in another given location on one (1) single occasion.

ASSIGNMENT

All of TWS's transport, warehousing and information services covered by, or relating to, assignments, tenders, agreements or parts thereof.

CUSTOMER

A party who has submitted an assignment to TWS, and where applicable, even a party who succeeds such a party.

2.2 Headlines, etc

Headings and titles shall not affect the interpretation or application of these General Terms and Conditions, unless specified otherwise.

3. VALIDITY OF TENDER AGREEMENTS

A written tender shall apply for thirty (30) days from the date specified by TWS, unless anything otherwise has been stated in the tender.

If no definite term of agreement is agreed, and no notice period has been agreed, one (1) month notice of termination shall apply.

Notices of termination shall be in writing, and agreements shall terminate on the last weekday of the calendar month.

Limited assignments of a non-recurring nature without any definite term or termination period shall be valid until TWS has completed the assignment and the Customer has fulfilled its obligation relating to such assignment.

4. LIMITED LIABILITY

TWS's liability for goods is limited both as to the amount and the degree of responsibility pursuant to contract and law, including conventions, such as the CMR Convention, the Montreal Convention and the Haag-Visby Rules.

In light of the limitations of liability applied by TWS, TWS recommends that the Customer arrange cargo insurance to protect its own and other's interests.

TWS can arrange cargo insurance, after written agreement.

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5. CLAIMS

Any visible damage, reduction or loss shall be reported immediately upon the receipt of the goods, and be noted on the transport document or in another document. The notation shall be verified by TWS's representative.

The Consignee shall upon receipt of the goods immediately check them for hidden damages. Hidden damages shall be reported to TWS as soon as possible, but not later than seven (7) days after the receipt of goods that have been warehoused or transported by road, and not more than fourteen (14) days after the receipt of air cargo goods, and not more than three (3) days after the receipt of goods transported by sea. TWS shall not be held liable for hidden damages that become apparent in connection with transport in the event these goods were previously transported or handled in a similar manner, and had not been checked for concealed defect prior to the commencement of the most recent transport.

TWS shall not be liable for damage or loss occurred during consecutive transports if TWS can demonstrate that it is probable that the damage did not occur during the time when TWS, or a party for whom TWS is responsible, held the goods in its custody.

Claims regarding delay shall be made as soon as possible, and pursuant to the laws governing the form of transport in question.

Pick-up times are preliminary and not guaranteed.

The Customer and Consignee are responsible for limiting any damages to the goods.

6. CLAIMS ASSISTANCE

TWS's obligations pursuant to Section 8 of NSAB 2000 shall be limited to notifying claims, and information to the Customer about such claims.

7. VALUE ADDED TAXES/CHARGES

Value added tax and other taxes and charges according to law shall be added to the price.

Rent, customs, clearance costs and other charges are billed according to outlays and outlay fees (see also Section 8. Terms of payment).

8. TERMS OF PAYMENT

If TWS has permitted payment subsequent to delivery, the payment must be received by TWS no later than ten (30) days after the date of the invoice. In the event of a delay in payment, TWS shall be entitled to charge penalty interest, calculated according to the interest rate applied by TWS as stated on the invoice, as well as reminder fees charged by TWS, and other charges and reimbursements to which TWS may be entitled by law.

If TWS has invoiced another party, according to directives from the Customer, and timely payment has

not been made, the Customer shall be liable, immediately upon the receipt of an invoice, to pay TWS the invoiced amount, as well as penalty interest, invoice fees and reminder fees.

Even though TWS has permitted payment subsequent to delivery against invoice, the Customer shall be obliged, upon the request of TWS, to make advance payments for freight and other costs that relate to the assignment, in the event of perishable goods, or goods the value of which would not definitely cover freight and other costs.

If a customer objects to part of an invoice, the part not in dispute shall be paid as provided above. In the event of an unjustified complaint, the Customer shall pay penalty interest, fees and reimbursement for the remaining of TWS's expenses.

In paying for an assignment performed by TWS, the Customer may not withhold payment or effect a set off against TWS, regardless of the origin of the claim, without prior written consent by TWS.

9. PRICE ADJUSTMENTS

Unless otherwise stated, the price shall be based on the conditions set forth in writing for the assignment. If these conditions have not been satisfied, TWS shall be entitled to modify the conditions of the assignment.

In the event that TWS's costs for the assignment or a part of the assignment should increase as a result of conditions beyond the control of TWS, and which TWS could not reasonably have foreseen, TWS shall be entitled to adjust the price so as to compensate itself for such a cost increase. Such cost increases may result from events such as currency fluctuation, new or changed national/local levies, labour market conflicts and changes in fuel prices.

10. GOODS NOT ACCEPTED

Assignments will not be accepted for carriage for goods consisting of living or dead animals, corpses or cremated remains, hazardous waste, cash, securities or personal effects and/or furniture being moved. (Terms of payment)

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11. DANGEROUS GOODS AND OTHER GOODS REQUIRING A SEPARATE AGREEMENT

Dangerous goods, inflammable and explosive substances, goods that are sensitive to temperature, weapons, waste, valuables (e.g. art, antiques and jewels), living plants, perishables, tobacco, alcohol, goods sent COD (international), as well as goods subject to legal restrictions on import to, or export from, Sweden, or on domestic carriage, will only be accepted for carriage upon a written agreement.

In the case of Class 1, 6:2 and 7 ADR goods, assignments for carriage will be accepted upon agreement, subject to a separate price for each individual transport.

In the case of multilateral agreements pursuant to ADR, assignments will be performed only as full cargo.

In the case of assignments involving the ADR/DGR/RID/IMDG code (Dangerous Goods Regulations) the national rules and regulations for each country shall apply. The Customer shall inform TWS in advance and not later than in conjunction with the booking of this kind of assignment and that the goods in whole or in part are subject to the Dangerous Goods Regulations.

If the assignment, in whole or in part, consists of dangerous goods, separate documents shall be used for the dangerous goods. The Customer shall be responsible for having the goods declared according to the compulsory rules for the means of transport in question (ADR/DGR/RID/IMDG), for applying to every parcel the label required by the Dangerous Goods Regulations, and in the case of transport assignments, for annexing a transport card for each type of goods in the languages of the countries concerned, pursuant to those rules. In the case of transport assignments involving maritime transports, the declaration shall be supplemented by information on Marine Pollutant (MP). The consignor shall be charged a separate fee for transport assignments that involve these rules. Deviations from schedule may occur in the case of transport assignments involving dangerous goods.

TWS carries out warehousing assignments regarding dangerous goods only after a written agreement. Special laws and regulations apply to warehousing assignments of flammable and explosive goods. The Customer shall specifically inform TWS in advance in the event a warehousing assignment will, in whole or in part, involve dangerous goods, and shall be responsible for providing detailed information and classification.

12. SPECIFIC CONDITIONS FOR TRANSPORT ASSIGNMENTS

12.1 Ordering and Booking

Transport assignments will be accepted once TWS approves the order and acknowledges this by means of a dated document, or electronically transferred information, as agreed, and once TWS receives the goods along with a correctly completed freight document and/or transport instructions.

Booking of transport or submission of goods, including transports with time guarantees, shall be subject to the conditions specified in advance by TWS or confirmed by TWS in each case.

The conditions for each given product apply to booking, loading and unloading times.

12.2 Means of Transport, Traffic Conditions, Places, etc

TWS has the right to choose the means of transport, the type of vehicle, the transport route, as well as to send the goods with or without intermediate loading.

Terms for assignments offered or accepted by TWS for transport assume that there will be freely moving and uncongested traffic, and that the entire transport route (including the place of loading and unloading) consists of accessible road/navigable waterway/flight path permitted by the law of the countries in question. TWS can provide information regarding any limitations that may apply for a given place and/or country.

12.3 Packaging Material

The goods shall be packaged in such a way so as to withstand normal transport-handling (including automated sorting) and stowed for the type of transport intended, and not cause damage to other goods. TWS shall not be liable for any damage resulting from the absence of, or defects in, packing material or other packaging.

12.4 Load Carriers Available To the Customer or Consignor

Unless TWS has undertaken to arrange for the loading of goods, the Customer shall be responsible for the stowage and securing of the goods according to the national laws and regulations of each country. When required to do so, the Customer shall also prepare cargo stowage and securing certificates in compliance with the rules for the means of transport, e.g. Container Packing Certificate (CPC) for maritime transport in the applicable shipping region.

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12.5 Transport Documents and Addressing of Goods (Parcel Labeling)

The Customer shall be liable for the information included in transport documents, as well as for any costs that arise as a result of incorrect and/or incomplete information. TWS shall be entitled to compensation for incorrectly issued address labels or incorrectly issued freight documents or other documents that relate to the assignment.

The Customer shall ensure that there are correct and complete waybills and/or transport instructions for every shipment, with the transport documents supplied or approved by TWS, and the address displaying the delivery address according to the national standard for transport labels. Shipments to countries outside the EU require, in addition:

- A commercial invoice with exporter declaration and certificate (EUR/GSP)
- Customs export clearance at the consignor's customs inspection facility
- Comprehensive document (ED)
- Any additional documents required in individual cases (e.g. licenses and certificates)

12.6 Price and Price Calculations

Prices include the services and undertakings set forth in the tender and/or agreement. In the absence of a tender or an agreement, the Customer shall be charged according to the TWS price calculation rules in effect at the time in question.

The freight prices are calculated according to the TWS weight and volume rules in effect at the time in question for the product concerned.

Standard EUR pallets are calculated for 1/1 pallet with 1,536 m³ and for 1/2 pallets with the volume of 0,768 m³. Maximum measurement for EUR 1/1 pallets are 120 x 80 x 180 cm and for EUR 1/2 pallets 60 x 80 x 140 cm. Above those maximum measurements for the pallets a manual calculation will be done after the principal length x width x height = volume x 333 kg for international and 280 kg for domestic Sweden.

12.7 Freight Payment and Cost Allocation

The Customer shall be responsible for submitting written instructions regarding the freight terms to the consignor and/or consignee and TWS. For cross-border traffic, the Customer shall include in its way-bill and/or transport instructions the cost allocation between the consignor (seller) and the consignee (purchaser) to ensure the correct allocation of freight and/or other costs that arise during the transport. The Customer shall be liable for all costs resulting from the consignee or other party's failure to pay, credit-worthiness, errors in freight documents, in-correct address label, or for an incomplete delivery address, failure of the consignee to accept the goods and the decision of a governmental authority regarding the goods.

12.8 Booking Deviation/Deadfreight

If the booked amount of the goods does not accord with the amount submitted, TWS reserves the right to compensation for the additional costs or lost freight income.

The cancellation of a transport assignment shall be deemed a booking deviation (deadfreight) unless TWS approves the cancellation.

12.9 Transport Times

TWS transports according to TWS transport schedules and/or sailing lists shall not be considered to be transports with a time guarantee pursuant to NSAB 2000. Time guarantees only apply if TWS in writing or in its tender to the Customer has agreed to perform the transport with a time guarantee. Any requests by the Customer or conditions relating to the time of delivery included in waybills, for example, are not binding on TWS. Errors in freight documents or similar documents or incorrect address labels or an insufficient delivery address (e.g. PO Box address) mean deviations from transport schedules.

All transit times mentioned in specified SLA's attached to transport contracts are valid for the mentioned zip codes in each country except some remote areas. Remote areas are different from service to service and are specified upon request.

Restrictions in transport schedules may occur in conjunction with holidays and during vacation periods. Deviations from transport schedules may occur in conjunction with transport of dangerous goods, temperature sensitive goods and goods with absence of, or defects in, packing material or other packaging.

12.10 Fuel Surcharge

All rates provided by TWS are excluding fuel surcharge. The fuel surcharge follows the Rotterdam Crued Oil Indicator (RCOI) and is changed monthly and visible on TWS website www.twslogistics.com. For the fuel surcharge mechanism see specific document "TWS Fuel Surcharge"

12.11 Liability of Subcontractor

If TWS assumes responsibility as carrier, the Customer may only direct economic claims due to damage, reduction, loss or delay against TWS, and not against any sub-contractor acting on behalf of TWS.

12.12 Liability for Warehousing In Connection With Transport

TWS's liability as a carrier will end no later than fifteen (15) calendar days after notice by TWS to the person who is entitled to receive the goods that the goods have arrived, or after a written notice of this to the address specified by the Customer.

Thereafter, the liability provisions in Section 15, Special conditions regarding warehousing shall apply.

For domestic road transports, TWS assumes additional responsibility to that set forth in NSAB 2000, as follows. However, the terms and conditions for additional responsibility do not apply to domestic transports that comprise a component of cross-border transport. The regulations of the CMR Convention (SFS 1969:91) apply

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primarily to such transports.

13. ADDITIONAL PROVISIONS FOR DOMESTIC ROAD TRANSPORT

13.1 Temperature-Controlled Domestic Road Transport

For temperature-controlled domestic road transport (Termo option), TWS is responsible for damage directly resulting from the temperature of the cargo area not being kept within the interval agreed.

However, TWS is not responsible if the goods are handed over to TWS in such a condition – such as rotten or old – that they cannot survive such a transport. The consignor is responsible for ensuring that the temperature of the goods before loading is within the temperature interval agreed for the transport. Claims about damage to goods caused by incorrect temperature interval in the cargo area are to be made when the goods are delivered.

13.2 Cause of Damage

The liability for domestic road transport also applies to damage to goods resulting from traffic accident, fire or theft.

13.3 Domestic Liability

For package transports within Sweden (Europremium Sweden) liability is limited to 500 SEK per gross kilo for that part of the consignment that has been lost, reduced or damaged.

For single consignments and bulk goods within Sweden, liability is limited to 150 SEK per gross kilo for that part of the goods that has been lost, diminished or damaged, in accordance with domestic road transport legislation.

If forwarding involves the use of another method of transport where the goods are loaded on a truck or other cargo vehicle, reduction in responsibility does not apply for damage, reduction or loss that could only have occurred during, and as a result of, such a forwarding method.

13.4 Right of Use

In domestic road transport, the consignor has the right of use of the goods until the goods have been delivered to the consignee, or placed at the consignee's disposal at the designated place. From that point in time, the consignee has the right of use.

13.5 Obstacle to Delivery of the Goods

If delivery of goods transported by domestic road transport is not possible due to an obstacle, and the consignor does not provide the necessary instructions how to handle the goods, TWS shall be entitled to sell the goods:

- immediately, if the goods are liable to spoil, or rapidly deteriorate, or where warehousing would be excessively costly, or
- after sixty (60) days, for other goods, from the date the goods were received for forwarding.

For domestic road transports, TWS assumes additional responsibility to that set forth in NSAB 2000, as follows. However, the terms and conditions for additional responsibility do not apply to domestic transports that Wherever possible, TWS will inform the consignor in advance of the sale of the goods.

After deduction of TWS's costs resulting from the transport assignment, and other costs for warehousing and sale of the goods, the amount shall be placed at the consignor's disposal without delay, providing the consignor's address is known to TWS.

If the consignor's address is unknown, and makes no claim for the proceeds within one (1) year of the date of the sale, TWS shall be entitled to keep the proceeds.

13.6 Insured Goods

Where damage, reduction or loss can be compensated under a separate insurance policy, TWS's obligations to the entitled party are set forth in NSAB 2000.

13.7 Delay

In domestic road transport, the Customer is entitled to compensation if goods are lost or delivery has not been made within thirty (30) days from the time the goods should have reached the destination.

14. LIABILITY AS INTERMEDIARY

When acting as intermediary, TWS's liability will be according to NSAB 2000.

15. SPECIAL CONDITIONS FOR WAREHOUSING ASSIGNMENTS

15.1 Warehousing Assignments

TWS only conducts warehousing assignments by special agreement or pursuant to 12.11 "Warehousing in connection with transport". The following additional provisions apply for warehousing assignments.

15.1.1 Nature of the Goods

Assignments concern the handling of goods specified by the Customer and approved by TWS. Other goods of a similar type, covered by or part of the Customer's range, can form the basis of an assignment on condition that (i) the Customer has previously informed TWS in advance and in writing, and TWS has accepted in writing, (ii) that TWS's handling is not made significantly more difficult or expensive because of this, and (iii) the nature or scale of the goods do not involve greater risk of damage to TWS than the original goods.

If the nature of warehoused goods means they could harm property or people, the Customer must remove the goods at once.

If the goods require handling that deviates from normal handling of similar goods, or if the Customer requests special handling of the goods in an assignment, the Customer must inform TWS of this in good time in writing. TWS must approve special handling.

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15.1.2 Instructions

If the Customer has not provided specific instructions about the warehousing of goods that have been approved by TWS, then TWS is entitled to freely choose amongst various warehousing methods, conditional to TWS exercising due care.

15.1.3 Information

By the time the goods are left for warehousing, at the latest, the Customer shall inform TWS of the address for communication regarding the goods and from where instructions are to be received, and to immediately inform TWS of any changes to this.

TWS and the Customer shall provide such information to each other that is necessary or reasonably required for the fulfilment of the assignment.

The Customer shall inform TWS well in advance about changes to the warehousing volume, capacity requirements and anything else that is important to TWS.

15.1.4 Reception of Goods and Stock Counts

TWS shall check and sign for whole consignments, without any liability for content and non-visible damage.

Only by special agreement is TWS to conduct a complete stock count of the warehouse on request of the Customer. TWS shall supply the Customer with the result of the stock count within five (5) working days of the completion of the stock count. If the Customer has not submitted a complaint in writing to TWS within five (5) working days of receipt of the stock count, the Customer is regarded as having approved the results provided by TWS.

15.1.5 Insurance and Liability

The Customer shall take out insurance against fire, water and burglary, based on the invoice value of the goods on warehousing +10%.

For loss, reduction or damage of the goods not covered by the insurance as above, or when such insurance has not been taken out, TWS is liable for error or negligence on condition that the liability complies with NSAB 2000. However, liability is limited to SDR 8.33 per gross kilo of that part of the consignment that is lost, reduced or damaged. Irrespective of the type of damage, TWS shall never be obliged to pay more than SDR 50,000 per incident of damage.

The Customer is responsible for a 0.05% excess self insurance of the value of the goods flow per twelve-month period. TWS is responsible for the surplus part during the same twelve-month period. The value shall be calculated on the book value of the goods in the TWS warehouse excluding taxes, charges, customs duties, etc. At stock count it's the value of the stock count's net difference which is the basis for the liability calculation. Compensation for lost or damaged goods is calculated on the latest book value of the goods in the TWS

warehouse, with the addition of the Customer's actual warehousing and transport costs and other verified expenses for warehousing and transport of the goods in question. Compensation for reduction of goods is calculated on the same principles as above for that part of the goods that has been lost or damaged. TWS's liability is limited to the amount of compensation that would have been paid if all the goods had been lost or damaged or, if only a part of the goods had decreased in value by damage, if this part had been lost.

TWS's liability for delay arises when the time for completion of the assignment, or part thereof, exceeds what can be regarded as a reasonable time with regard to agreed terms and conditions and general circumstances. However, TWS's liability is limited to an amount corresponding to the relevant part of the assignment, a maximum of 50% of one (1) Basic Amount according to the Swedish National Insurance Act.

15.1.6 Early Termination of Warehousing Assignment

In those cases where TWS's liability insurance provider terminates the insurance agreement with TWS, or requires modifications to the insurance conditions, TWS is entitled to terminate the agreement three (3) months after notifying the Customer in writing, or to demand the modifications required by the insurance provider's action.

If the Customer violates the agreement, and an assignment is terminated early as a result, the Customer shall pay compensation to TWS for lost fees, irrespective of who terminates the agreement. Compensation shall comprise an amount corresponding to the fixed charges that are to be paid from the time of the violation to the time when the assignment was to end according to its terms. The Customer shall also compensate TWS with an amount corresponding to the total, variable fees per month over the same period. If these cannot be calculated, the monthly average of invoiced variable fees during the time the assignment was being conducted, with deduction for direct costs in the period in question that TWS could reasonably have avoided without significant cost or risk. In the above case, if the assignment applies until further notice, the agreed period of termination shall be regarded as the remaining term of the agreement.

Apart from the fees above, TWS is also entitled by law to compensation for damages.

15.1.7 Transports in Association with Warehousing Assignments

Transports are only included in warehousing assignments when this is agreed in writing between TWS and the Customer.

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16. LIABILITY OF THE CUSTOMER IN TRANSPORT AND WAREHOUSING

The Customer has a duty not to hold TWS liable for damage or loss incurred by TWS owing to the fact that:

- information concerning the goods is incorrect, unclear or incomplete
- the goods are incorrectly packaged, marked or declared, or incorrectly loaded or stowed by the Customer
- the goods have such harmful properties as could not have been reasonably foreseen by TWS
- due to errors or omissions by the Customer, TWS is obliged to pay duty or official taxes or to provide security
- the Customer, or a party it is responsible for, has caused damage to TWS through negligence, error or omission.

Should TWS in its capacity as charter or shipper become liable in connection with carriage of the Customer's goods by sea, to pay general average contribution to the ship owner or the carrier, or exposed to claims from third parties for reasons stated above, the Customer is not to hold TWS liable.

17. EDI

The Customer shall ensure that information transferred to TWS with EDI accords with the conditions stated in the EDI agreement. The Customer is responsible for errors and costs that can occur as a result of lack of compliance with the EDI agreement.

18. FORCE MAJEURE

TWS shall be released from the obligation to perform an assignment, and the liability associated with this, if TWS is prevented by force majeure or circumstances similar to force majeure, beyond the control of TWS and which TWS could not reasonably foresee. TWS shall immediately inform the Customer when such a circumstance occurs or ends, respectively.

Where such a circumstance continues for at least thirty (30) days, TWS and the Customer shall be entitled to bring the assignment to a close, after a period equivalent to the period of notice, if a period of notice applies to the assignment or, in other cases, with immediate effect.

19. LIEN ETC

TWS has a lien on the goods that any TWS company in Sweden, Denmark, Finland and Norway has under its control for deferred costs in respect of such goods – fees and warehousing charges included – as well as for all other receivables from the customer due to the assignment.

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

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

TWS is entitled to set off claims against the Customer against debts that other TWS companies in Sweden, Denmark, Finland and Norway have to the Customer, and/or debts that TWS has to the Customer against payments that other TWS companies in Sweden, Denmark, Finland and Norway are owed by the Customer.

20. LIMITATION

Claims against TWS shall be made within one (1) year, or the claim may not be asserted. In the event of reduction or damage to goods, the time is counted from the day the goods were handed over to the Customer, consignee or another party specified by the Customer. If, prior to this, the Customer has been informed about the reduction or the damage, or can be reasonably assumed to have known about these circumstances, the time shall be counted from this point in time. In the event of delay, loss of goods or damage, the time shall be counted from the earliest time when the delay, loss or damage should have become apparent to the Customer.

21. DISPUTES

Disputes resulting from an assignment or tender/agreement are to be decided in an arbitration proceeding in the manner set forth in NSAB 2000.

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