

Terms and Conditions of Transport

These terms apply from 2024-02-01 until further notice.

§1 Scope

The transport conditions stated in this document apply to all transport assignments undertaken by Aros Sped Ab unless otherwise agreed between the parties.

§2 Liability

All assignments are performed in accordance with the General Conditions of the Nordic Association of Freight Forwarders (NSAB) 2015, the provisions of the CMR Convention, and applicable laws and regulations in the relevant countries. For railway assignments, the International Convention concerning International Carriage by Rail (COTIF) also applies. NSAB and CMR limit Aros Sped liability and confer upon Aros Sped the right to collect all overdue receivables through the sale of property under its control. The conditions of NSAB apply, except for transport with time guarantee under the second paragraph of §6, and §20 B, and also except for insurance obligations for storage according to § 27 C3.

§3 Transport Obligation

Aros Sped liability as a carrier commences when the goods are taken into care for carriage and ceases to apply when the goods are delivered at the designated place or made available at the instructed location. Aros Sped reserves the right to choose the type of vehicle, means of transport, and routes and to send the goods directly or with transshipment at our discretion.

§4 Prices and Validity of Agreements

Given quotations and contracts are based on tariffs, rates, currencies and exchange rates, taxes and other public charges, fuel costs, and traffic conditions that exist on the date of the quotation. If these conditions change or if other cost increases beyond our control occur, we reserve the right to enter into negotiations. A quotation is considered accepted when the customer books the first transport offered.

§5 Changes and Cancellation

Booking of transport assignments can be changed or cancelled up to 24 hours before the scheduled loading time. In case of changes or cancellations within 24 hours, Aros Sped reserves the right to invoice 80% of the agreed freight.

§6 Payment Terms

A credit period of 20 days is granted to customers unless otherwise agreed. In case of delayed payment, default interest of currently 3% per commenced month is charged. Credit is granted after customary credit assessment, and a credit limit is set based on the credit report received.

§7 Price, Currency, and Fuel Changes - Mobility Package Surcharge

Unless otherwise agreed, Aros Sped has the right to adjust the price in proportion to the changes in currency and fuel prices and their impact on the total price. The fuel-dependent factor is 45%.

The currency surcharge is calculated as a percentage of the freight cost. The surcharge is separately stated on the invoice. The percentage is determined monthly based on calculations using the Swedish Krona (SEK) exchange rate development relative to other currencies. Current exchange rates are provided by the Swedish National Bank. We follow the SPPI (Services Producer Price Index), which means that unless otherwise agreed, contract prices are adjusted at each year-end in accordance with this index. The index value for the current year is used as the index number for the second quarter of the previous year.

The Mobility Package surcharge is calculated as a percentage of the freight cost.

§8 Calculation of Space

The following conversion factors apply for road transport within Europe. Charging is based on the higher of the actual or freight-contributing weight. 1 cubic meter, 1 flat meter, 1 pallet space (0.4 flat meters).

Sweden: 1 m³ = 280 kg, 1 LDM = 1950 kg, 1 pallet place = 780 kg.

NO/DK/FIN: 1 m³ = 350 kg, 1 LDM = 2000 kg, 1 pallet place = 800 kg.

Europe: 1 m³ = 333 kg, 1 LDM = 1850 kg, 1 pallet place = 740 kg.

LDM - A LDM is one meter of the length and full width of the flatbed. Flat meter calculation is commonly used for cargo that cannot be stacked on or with other goods. A pallet place is based on the dimensions of a EUR pallet: 120×80 cm, which corresponds to 0.4 LDM. To calculate LDM, you multiply the length of the goods (in meters) by the width (in meters) and divide by 2.40.

§9 Cargo Insurance

Aros Sped is responsible for the goods from receipt from the consignor to delivery to the recipient. Liability is subject to limitations according to NSAB/CMR. If damage or loss occurs during ferry crossing, the provisions of the Maritime Act may apply.

§10 Consolidation

Consolidation and co-loading are applied based on separate agreement or contract.

§11 Loading and Unloading

Loading and unloading are carried out in agreement with the driver. The sender and recipient must ensure that the correct goods handling equipment is available for proper and safe loading and unloading. For shipments under 10 freight tons, 30 minutes of free loading or unloading time is included. For shipments over 10 freight tons, 60 minutes of free loading or unloading time is included. In the case of exceeded loading or unloading time, Aros Sped Ab reserves the right to charge 600 SEK per commenced hour, up to a maximum of 2500 SEK per started day. Additional charges for extra loading or unloading place are regulated based on separate agreement or contract.

§12 Dangerous Goods

Dangerous goods must be reported when booking the transport assignment, and documentation according to regulations must be handed over to Aros Sped Ab. The shipper is responsible for ensuring that valid documents are completed in accordance with applicable legislation in the respective countries. An additional fee for dangerous goods applies.

§13 Claims

Visible damage or loss must be noted on the consignment note upon receipt of the goods and signed by the driver. Hidden damage must be reported in writing within 7 days of receipt. Claims for compensation must be sent in writing and supported by a copy of the supplier's invoice, consignment note copy, pictures of damaged packaging and goods, and other documents required to proceed with the claim. Damaged goods must be securely stored until it is determined which insurance company is liable for the case. If the customer has their own cargo insurance, the customer's insurance company must be contacted immediately. Send any damage claims to info@arosped.se.

§14 Customs Clearance

Customs clearance assignments are carried out upon request based on a separate agreement.