



KLASSIK-TRANS

GENERAL TERMS AND CONDITIONS

GENERAL TRANSPORT CONTRACT CONDITIONS

PUBLISHED 1/1/2023

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1 Content of the services

Klassik-Trans Oy transports its customers' cars with vehicle transport equipment best suited for the purpose. Klassik-Trans Oy uses its own fleet, approved contracted transport partners and subcontractors as well as ship and train for transport. Klassik-Trans Oy may use subcontractors, but is responsible for their operations as its own.

The vehicle has been received when the driver has gained possession of the vehicle at the agreed pick-up point. The handover has taken place when after transport, the vehicle has been placed in the unloading place using the agreed methods. Vehicle pick-up and delivery can also be arranged outside business opening hours. Klassik-Trans Oy's responsibility for the transported vehicle begins with reception and ends with approved delivery. The parties have agreed that in transport as a rule, a closed trailer is used. Open transports are agreed upon separately by the parties. Vehicles may not contain bulk items that are not part of the car's basic equipment. The customer is responsible for ensuring that the vehicle is technically and safely transportable; as a general rule, the vehicle must be roadworthy, insured and drivable, unless otherwise agreed. The customer must make sure that the loading and unloading place is easily and safely accessible with a 17-25 meter vehicle transport combination.

2 Transport delivery times and prices

Klassik-Trans Oy mainly serves between 7am and 10pm, 7 days a week, unless otherwise agreed. The parties agree that several variables affect the accuracy of the estimated delivery times. In general, these are considered partly seasonal and related to the industry's general and accepted operating model.

The delivery time is agreed upon with the customer when placing an order, unless otherwise agreed with the customer in a separate contract. If the schedule has not been separately agreed upon, the vehicle will be delivered on a reasonable schedule.

Klassik-Trans Oy undertakes to do its best under all circumstances to avoid delays. The price of the transport service is determined by the contract price or the price agreed at the contract stage and specified in the order confirmation, when such has been notified to the customer about the order, either by email, phone or WhatsApp.

Klassik-Trans Oy invoices the transport after delivery either directly or through an external invoicing partner (Noja Rahoitus Oy). The customer's payment period is 7 days net, unless otherwise agreed. If the payment has not been made 2 weeks after the due date, Klassik-Trans Oy's payment transaction partner Noja Rahoitus sends a payment reminder and reserves the right to invoice for sending the reminder. If the customer does not make the payment despite this, we will transfer the invoice to collection after 4 weeks from the original due date without separate notice. After the invoice goes to collection,



additional costs will be added to the invoice, which will be charged to the customer or orderer.

If the person ordering the transportation is a different person or company than the person paying the transportation, Klassik Trans Oy has the right to invoice the transportation from the ordering party in the event that the pre-arranged transportation payer does not complete the invoice within the deadline. (Contractor's Liability Act)

Klassik-Trans Oy has the right to cancel the offer it has given or the order it has received, if the vehicle cannot be safely and efficiently transported by normal methods or if the loading or unloading place proves to be unsuitable. Klassik-Trans Oy also has the right to cancel the offer if the car turns out to be in a different condition or specifications than what was stated in the order and to bill the customer for the additional work and loading assistance caused by this.

If Klassik-Trans Oy is unable to load or deliver the vehicle as agreed for reasons beyond Klassik-Trans Oy's control, Klassik-Trans Oy has the right to charge each loading or unloading attempt 50% of the agreed transport price. If the customer cancels the transport less than 5 days before the agreed pick-up, we reserve the right to charge the full cost of the transport.

3 Carriers liability for vehicles

Each individual vehicle transport is considered a separate transport task, in which Klassik-Trans Oy acts as a carrier. The rights, obligations and responsibilities of the contracting parties are determined by the Nordic Freight Forwarders Association (NSAB 2015) mixed in accordance with the general provisions of the Road Haulage Contracts Act (345/1979). All assignments are primarily carried out in accordance with the general regulations of the Nordic Freight Forwarders' Association, which include an extended right of lien. The liability clauses contained in the Nordic Freight Forwarders' Association will be applicable, unless otherwise follows from mandatory transport legislation. We comply with NSAB 2015 regulations with the exception of the promise of time referred to in § 7 subsection 2 and the insurance obligation mentioned in § 25 subsection A. Klassik-Trans Oy is not responsible for any loose goods or their loading or any damage they may cause to the car during transport.

Klassik-Trans Oy has insured its legal responsibilities for road transport contracts. (CMR insurance) Possible remarks regarding vehicle transport or external damages must be made to the Klassik-Trans Oy driver handing over the car to the customer at the time of handover and recorded in the CMR document. The car driver always photographs all objects before and after the transport. If the delivery takes place outside office hours and if the customer is not receiving the vehicle, complaints must be made no later than 5 days after the delivery date with photos. However, the receiving inspection of the vehicle and photographing the damage must always be done without moving the vehicle at the place



where it has been unloaded, otherwise the transport company's responsibility is terminated. Complaints must always be submitted in writing with pictures.

Klassik-Trans Oy's liability for damages is determined by transport contracts primarily in accordance with Articles 17-21 of the Nordic Association of Freight Forwarders (NSAB/2015), in which case Klassik-Trans Oy's liability for the loss, reduction or damage of the goods is limited to 8.33 SDR per kilogram of the gross weight of the goods to the extent that the item is lost, reduced or damaged. Since the applicable regulations may limit the carrier's liability for compensation, the customer is responsible for fully insuring the car during transport. Both parties recognize and accept that the vehicles are used and have various traces of use and wear, including those that which Klassik-Trans Oy is not able to notice, record and describe during the acceptance check performed in connection with loading. These are typically the marks on the bottom of the car. Transport damage is considered damage caused by transport.

4 Force Majeure

Neither party is reliable for delays, errors or damages resulting from force majeure beyond the party's control, which it cannot reasonably be expected to take into account when concluding the contract and which prevent the contracting party from fulfilling its obligations under the contract without the contracting party being able to avoid or remove such an obstacle by reasonable measures or costs. The party must notify the other party within a reasonable time of the force majeure and the effect on the performance of the contract.

5 Applicable law and disputes

Finnish law applies to the interpretation of these terms. Any disputes arising from the service will primarily be resolved through negotiation, but if no consensus can be reached during the negotiations, they will be resolved in the district court of Pirkanmaa

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