



**NSAB Moving**  
*General Liability Conditions*

*NSAB Moving is based on NSAB 2000  
(General Conditions of the Nordic  
Association of Freight Forwarders), and has  
been specifically developed for moving services.*

APPLICABLE FROM 04.01.2011



## INTRODUCTORY PROVISIONS

The General Conditions of the Nordic Association of Freight Forwarders (NSAB) Moving – the Agreement set forth the removal company's and customer's rights and obligations, including the removal company's liability under various transport law conventions, such as CIM, the Hague-Visby rules and the Warsaw convention. In case of discrepancy between the Norwegian and the English text, the Norwegian text prevails.

### SECTION 1: USE

These conditions apply for agreements of packing, carriage and storage of removal goods, etc. between the removal company and the customer.

The agreement is an adaptation of NSAB 2000, which applies as background law in the case of any dispute that might arise between the parties.

### SECTION 2: THE REMOVAL COMPANY'S ASSIGNMENT

The removal company's assignment may include the performance of:

- packing
- handling and labelling of goods,
- carriage of goods
- storage of goods
- other services in connection with the carriage or storage of goods, such as

- 1) clearance of goods,
- 2) cooperation in the performance of the customer's obligations under public law,
- 3) taking out insurance,
- 4) assistance with documents for export and import,
- 5) collection of 'cash on delivery' charges and other assistance concerning the payment for the goods,
- 6) advice in matters of transport and distribution.

The removal company may carry out these services either on its own account (freight forwarder) or as intermediary.

**A.** As a rule the removal company is responsible as freight forwarder in accordance with sections 15 – 23, unless exempt from liability under B.

**B.** The removal company is responsible in accordance with sections 24 - 26 as intermediary without transport liability in the case of:

- a) Customs clearance carried out by a third party,
- b) Consultancy services, project planning etc. that is subcontracted and carried out by a third party.
- C.** The removal company's liability includes liability for those he has engaged to perform the contract (agents and independent contractors):

**a)** when he has a liability as carrier in accordance with A,

**b)** when the services have been performed by himself with the help of his own equipment or employees, or

**c)** when he has accepted responsibility for the services on his own account.

These conditions apply equally to the persons of whose services the removal company makes use for the performance of the contract as to the removal company itself, irrespective of the grounds for the customer's claims against the removal company and such other persons. The aggregate liability of the removal company and such other persons is limited to what applies to the removal company's liability under these conditions.

When the removal company has undertaken to perform the contract on his own account, in addition to what has been expressly agreed, general practice and generally accepted terms are applicable in so far as they do not deviate from these conditions.

In other cases than those mentioned under A, the removal company is responsible as intermediary without liability for other parties than his own employees.

**D.** With regard to warehousing, the conditions of section 27 apply.

### SECTION 3: THE CUSTOMER

In the present conditions, the customer is the party that has concluded the contract with the removal company, or that has acquired the rights of that party. The responsibility of the customer is governed by the conditions of section 28.

## GENERAL CONDITIONS

### SECTION 4: PERFORMANCE OF THE CONTRACT

It is incumbent upon the parties to provide each other with information necessary for the performance of the contract. The removal company undertakes to pack, collect, handle and procure the transport of goods in accordance with the contract and in a suitable way for the customer with generally used means and routes of transport.

Instructions to the removal company concerning the scope of the contract shall be given directly to him. Unless otherwise specifically agreed, the contract includes only goods that are harmless and that can withstand normal handling, transport and storage.

The customer must specifically call attention to valuable, delicate, hazardous or perishable items (e.g. silverware, jewellery, art, antiques, crystal, porcelain, chemicals, foodstuffs).

Valuable items are like regular removal goods included in the removal company's liability for goods with only a standard average value of regular removal goods (see section 22).

The removal company may without prior notice remove dangerous goods that are incorrectly declared, and if necessary render harmless or destroy such at the cost of the customer.

Unless specifically agreed upon, the removal company is not liable for money, securities and other valuables.

The removal company is not liable for objects that the customer himself has packed and readied for handling and transport as long as handling and transport is carried out in a normal and satisfactory manner.

### SECTION 5:

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

Should the removal company, or any of those for whom he is responsible, wilfully have caused damage, delay or other loss, he may not invoke the rules in these conditions which exonerate him from or limit his liability, or alter the burden of proof, unless otherwise stated in section 23.

### SECTION 6:

The removal company is responsible for ensuring that the goods arrive within a reasonable time (without a time guarantee).

When assessing such reasonable time, regard shall be had to information as to the expected time of arrival stated by the removal company in his marketing or in connection with the signing of the contract.

The removal company is (with a time guarantee) liable for the goods arriving within the time that:

- has been agreed upon in writing as a specific time-guaranteed transport
- has been submitted in writing as a condition and expressly accepted by the removal company
- has been presented by the removal company in a written quotation that was accepted by the customer.

### SECTION 7:

If it becomes necessary for the removal company 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 can not be reached, or should he not,

upon being requested to remove the goods, arrange to do so, the removal company may take appropriate measures in respect of the goods, and, if necessary, sell the goods in an appropriate manner.

The removal company may, depending on the circumstances and without notice, on behalf of the customer, sell, 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 removal company 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 removal company may debit a special expense charge.

#### **SECTION 8:**

In the case of damage, delay or other loss due to acts or omissions from a third party, the removal company has a duty to notify the customer and in cooperation with him implement the required measures to secure the customer's claim for compensation from the party who has caused the damage or loss or who bears the responsibility for this. Upon request, the removal company shall assist the customer in settling his differences with the third party.

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

#### **SECTION 9:**

The removal company's quotation is based on information relevant to the contract supplied to the removal company, or else on circumstances that are deemed by the removal company as normal for the intended contract.

Matters significant to the contract may include:

- Access conditions for removal truck at both removal and delivery location.
- Access conditions for removal and delivery of the goods.
- Building floor conditions.
- Items from and to other addresses than what is specified as the removal and delivery address
- Special object that require special goods handling.
- Special objects that may harm other goods.
- As long as the removal company's representative has inspected the moving load and conditions, the removal company itself is responsible for assessing conditions that affect the removal

company's quotation.

Unless otherwise agreed, the customer is obliged, upon request, to make advance payment for such expenses as may be incurred in the performance of the contract.

#### **SECTION 10:**

Unless otherwise agreed, when the goods have not been delivered for transport, and the contract therefore cannot be wholly or partially executed as agreed,

the removal company has the right to receive the agreed payment for freight and other remuneration less what the removal company has saved, or could reasonably have saved, by not having to execute the contract.

Although the removal company has given the customer the right to defer payment until the arrival of the goods at destination, the customer has nevertheless a duty, when so requested, to pay the removal company what is due, if, due to circumstances beyond the removal company's control, the contract cannot be performed as agreed provided such non-performance is not due to a cause which is the removal company's responsibility under these conditions.

#### **SECTION 11:**

The removal company has the right to special compensation for work which is necessary in addition to what has been explicitly agreed upon or normally follows from the removal company's contract. The compensation is determined in accordance with the same principles as those applying to the compensation for the services under the contract.

As regards outlays in addition to those which have been expressly agreed upon, or which normally follow from the removal company's contract and which have not been paid

in advance to him, the removal company has the right to compensation for documented outlays and costs connected therewith.

#### **SECTION 12:**

If the removal company, when acting as an intermediary, has to pay additional costs for services supplied by a third party, the customer has a duty upon request to refund these amounts subject to appropriate documentation. It is the removal company's duty to check, and if possible, ensure together with the customer, that the services rendered are within the scope of the contract, and that the amounts debited are reasonable. The removal company shall, if possible, inform the customer prior to such payment being made.

#### **SECTION 13:**

Should the performance of the contract be interrupted by reason of hindrances beyond the removal company's control, he is entitled to refund of outlays incurred and work carried out against appropriate documentation.

#### **SECTION 14: LIEN, ETC.**

The removal company has a lien on goods that are under its 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 section 2 above.

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

Should the amount due to the removal company 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 removal company shall, if possible, inform the customer well in advance what he intends to do with regard to the sale of the goods.

### **SPECIAL CONDITIONS**

#### **SECTION 15: THE REMOVAL COMPANY'S LIABILITY AS CARRIER**

The removal company is liable as carrier in accordance with sections 16 - 23 for loss, depreciation of or damage to goods, occurring between the moment when the goods have been taken over for transport until the moment the goods have been delivered, as well as for delay in delivery.

In any event, the liability as carrier ceases when the removal company has informed the party who has the right to receive the goods that the goods have arrived, or has forwarded a written notice in this respect to the address stated by the customer.

If the customer fails to fulfil his duty to receive the goods, the removal company shall obtain instructions from the customer.

Thereafter, the removal company is liable for taking care of the goods as agreed or follows from his duty to protect the customer's interests in a diligent manner under section 5.

#### SECTION 16:

There is no liability if loss, depreciation, damage or delay is caused by:

- a) fault or neglect of the customer,
- b) packing, handling, loading, stowage 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, e.g. 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 labeling of the goods,
- f) faulty or insufficient information about the goods,
- g) circumstances which the removal company could not avoid and the consequences of which he was unable to prevent.

When assessing the removal company's liability under items b), d) and e), consideration shall be taken of whether, despite his knowledge of the circumstances, the removal company has approved or failed to object to the customer's measures concerning the goods.

#### SECTION 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. Compensation will not be paid for antique value, sentimental value or other special value.

In addition, freight charges, customs charges and other outlays connected with the transport of the goods lost will be reimbursed.

Apart from that, the removal company is not obliged to pay any compensation, such as consequential damage, of any kind whatsoever. For maximum compensation, see the limitation rule in section 22.

#### SECTION 18:

Compensation for damaged goods shall be equivalent to the 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 section 17, par. 1. Expenses referred to in section 17, par. 2, first sentence, will also be paid to the same extent, but apart from this, the removal company is not obliged to pay any further compensation.

#### SECTION 19:

If the removal company has paid the full value of the goods, he may take over title to the goods if he so desires.

#### SECTION 20: DELAY

A. If the goods are delivered too late under section 6, the removal company shall compensate the customer for such direct and reasonable expenses as could have been foreseen as probable consequences 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 in the contract. Such credit will nevertheless not take place if the delay arises due to circumstances beyond the control of the removal company.

Compensation for delay shall never exceed the amount of the freight.

#### SECTION 21: TOTAL LOSS IN CASE OF DELAY

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 types 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 removal company can prove within the aforementioned time limits that the goods have not been lost and that they can be delivered within a reasonable period of time.

#### SECTION 22:

For loss, depreciation of or damage to goods the removal company's liability is limited to NOK 1,200/m<sup>3</sup> of the part of the goods which has been lost, depreciated or damaged.

The removal company's liability is limited to NOK 100,000 for each contract.

#### SECTION 23:

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 removal company shall instead be liable in accordance with the law applicable to such mode of transport and the commonly used conditions of carriage, to the extent that these deviate from what is laid down in section 5, par. 2 or sections 15 - 22.

#### SECTION 24: THE REMOVAL COMPANY'S LIABILITY AS INTERMEDIARY

The removal company is liable for damage resulting from his lack of due diligence in the performance of the contract. It is the duty of the removal company to prove that he has exercised such due diligence in order to protect the customer's interests according to the contract.

The removal company is not liable for acts or omissions of third parties in performing clearance, consultancy, debt collection, storage or other services rendered by the removal company, provided he can prove that he has acted with due diligence in choosing such third parties.

Unless specifically agreed, the removal company is not liable for money, securities and other valuables.

#### SECTION 25:

In calculating the extent of compensation for loss, depreciation, damage and delay, the stipulations of sections 17 - 19 and section 20 shall be applied correspondingly.

#### SECTION 26:

The removal company's liability as intermediary, etc. is limited to NOK 100,000 in respect of each contract, always provided that compensation cannot exceed:

- a) for delay a sum equivalent to the agreed payment for the contract
- b) for loss, deficiencies or damage to the goods: NOK 1,200/m<sup>3</sup> for that part of the goods that is lost, missing or damaged.

#### SECTION 27: STORAGE

A. A. For storage of goods in connection with a transport for which the removal company is liable as carrier, he is liable for a period of 7 days after the transport in accordance with the provisions of sections 15 - 23.

B. When the removal company is intermediary for the storage contract, the provisions of sections 24-26 apply.

C. For other storage contracts the following provisions apply:

##### 1. Storage method, storage rent, termination:

a) If the customer has not provided specific instructions for storage of the goods, the removal company may choose between different storage methods.

In exceptional cases the removal company may choose outdoor storage, on condition that he at all times acts with due diligence.

The removal company has the right to move goods to different premises in reasonable proximity on condition that

the customer is notified and that the customer is not burdened by additional costs.

**b)** The lease may be terminated by both parties with 30 days' notice. The removal company may always direct its termination to the address provided by the customer, cf. item d.

**c)** Storage rent is payable in advance for 30 days and may be adjusted by the removal company with one month's written notice. The rent is calculated for 30 days or part thereof.

**d)** The customer must at the start of the storage inform the removal company where information on the goods, payment of rent, etc. is to be sent. The customer must immediately inform the removal company of any changes with regard to this item.

**e)** Access to the storage facility is only permitted for the customer in the company of the removal company's personnel. Visits should be announced well ahead, and this storage contract must be presented.

Attendance for presentation and removal of individual packages is charged to the customer against extra payment.

## **2. The removal company's liability:**

**a)** The removal company is liable for the number of packages and for returning the packages to the customer in the same condition at the end of the storage period, but has no liability for weight and content. Deficits may not be claimed for individual items that are not expressly indicated in the inventory list. The removal company is not responsible for damage to goods that are packed by the customer upon deposit. Liability for damage to contents is under any circumstances only assumed by the removal company when he at the customer's request has checked the content of the packages upon release and that the damage is noted in writing. The removal company must confirm in writing that the content has been checked. The customer must pay the extra costs related to repacking, etc.

**b)** the removal company is only liable for damage to goods if negligence on the part of the removal company may be established in the case of either storage or handling of the goods. The same applies to liability for theft, burglary, fire, etc. in accordance with applicable Norwegian law. The storage company's liability is limited to NOK 100,000 per contract, albeit such that compensation may not exceed NOK 1,200 per cubic metre of stored goods of that part that is lost or damaged.

This limitation of liability does not apply if the damage has occurred with intent on the part of the removal company.

## **3. Settlement:**

All due amounts related to the storage must be paid by the customer before the stored goods may be released. This also applies to partial release. Release of the goods may take place upon the presentation of this contract. If the customer has lost the document, he must present proper documentation that he is the right person. The removal company assumes no liability for release to the wrong person on condition that he has shown due care upon release.

Item 2b applies correspondingly.

## **4. On deficient payment of storage rent:**

If the removal company's due claims are not paid within six months following the due date, he is entitled to, in a satisfactory manner, sell the goods to cover the total claims including costs.

If the removal company wishes to invoke its right in accordance with the aforementioned, the customer must be notified of the outstanding amount by registered letter to the address that the customer has provided or another address the storage company knows to be correct. The goods will be sold without public announcement if settlement has not taken place within 30 days following notification. The sale must take place in a satisfactory manner. Goods with no sale value may be deposited. The sale amount excluding costs will be credited to the customer and thus be deducted from the due amount.

For a lien in antecedent debt, see section 14.

## **SECTION 28: THE CUSTOMER'S RESPONSIBILITY**

The customer has a duty to hold the removal company harmless for damage or loss incurred by the removal company owing to the fact that:

**a)** the particulars concerning the goods are incorrect, unclear or incomplete,

**b)** the goods are incorrectly packed, labelled or declared, or incorrectly loaded or stowed by the customer,

**c)** the goods have such harmful properties as could not have been reasonably foreseen by the removal company,

**d)** the goods have such harmful properties that they cause damage to other goods or the removal company's equipment

**e)** the removal company, due to circumstances on the part of the customer, is ordered to pay custom duties or public duties or provide guarantees.

In assessing the customer's responsibility in accordance with a) and b) regard shall be had to whether the removal company, 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.

The customer must hold the removal company harmless, if the removal company in its capacity of charterer or shipper under sea transport becomes responsible for payment of general average contribution for the customer's goods. The same applies if the removal company for other reasons as mentioned above, is subject to claims from third parties.

## **SECTION 29: CLAIMS**

Upon release, the customer must inspect the goods carefully and present any claims in writing to the removal company without undue delay. In case of apparent depreciation or damage, notice should be given immediately upon the receipt of the goods and be noted on the release order.

The customer must in all circumstances forward claims within 14 days from the day the customer was or should have been aware of the circumstances that could justify the removal company's liability. If such notice of claim has not been given, the customer has lost his right of claim.

## **SECTION 30: VENUE**

When the removal company's habitual place of business is located in Norway, legal proceedings against him shall be instituted before Oslo District Court and in accordance with Norwegian law. This removal contract has been prepared in cooperation with the Norwegian Logistics and Freight Association (LTL).

