

General Conditions for Carriage of Goods by Road

Coordinated with Estonian Chamber of Commerce and Industry, Union of Estonian Automobile Enterprises and Association of Estonian International Road Carriers, ratified by the Board of EFFA on 27.02.2007.

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 transshipment.

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 transshipment.

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 transshipment.

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 transshipment.

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 consignor 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.

7. 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.