

Terms and conditions and data control

for transport



Introduction

PLEASE NOTE: This is a translation of Danske Fragtmænd's terms and conditions and data control for transport. In the event of any discrepancies between the text in this translation and the Danish edition, the latter shall prevail.

Danske Fragtmænd’s general terms and conditions for transports apply to all transports performed by Danske Fragtmænd, regardless of whether these are performed by Danske Fragtmænd or by a third party on behalf of Danske Fragtmænd. A third party may thus invoke these terms and conditions in the contractual relationship between Danske Fragtmænd’s customer and the third party.

‘Danske Fragtmænd’ means the contracting and executing carriers which form part of the Danske Fragtmænd cooperation, that is Danske Fragtmænd A/S, Danske Fragtmænd Transport A/S, Danske Fragtmænd Express A/S and independent firms of carriers which carry out transports in accordance with a contract with Fragtmand Holding A/S or other companies in the Group.

‘Customer’ means the principal and/or the consignor. ‘SDR’ means the special drawing rights (SDR) used by the International Monetary Fund. The SDR rate can be

found on the website of Danmarks Nationalbank (the Danish central bank).

All transports are executed in accordance with the Danish CMR Act (Act to consolidate Act of 9 September 1986 on Contracts for International Carriage of Goods by Road). A copy of the Danish CMR Act can be obtained by contacting a Danske Fragtmænd freight terminal, and it can also be found on www.fragt.dk. Liability which is not covered by the Danish CMR Act is governed in accordance with Sub-clause 4.1.

Special attention is drawn to the provisions of the Danish CMR Act on limitation of liability in damages in connection with loss, deterioration, damage and delay as well as the short limitation period.

All agreements are subject to the agreement on data control in force at any given time.

Clause 1. Transport execution

1.1 Pick-up and drop-off

Danske Fragtmænd picks up the goods according to agreement. The Customer must ensure that the goods are ready for transport and that they can be loaded effectively and at the agreed pick-up time. Any waiting time will be charged in accordance with the rates in force at any given time in ‘[Surcharges for special services](#)’.

As an alternative, consignments may be dropped off at the dispatch office at a freight terminal.

Danske Fragtmænd is entitled to refuse pick-up of the goods if this cannot take place in a secure manner in terms of safety and health. Reference is made to the applicable working environment rules, and other provisions, in force at any given time.

The Customer is obliged to disclose relevant information about the goods in good time prior to pick-up or drop-off.

It is the responsibility of the Customer to ensure that, on pick-up, an electronic consignment note has been sent and a mailing list has been prepared. On drop-off, it is the responsibility of the Customer to ensure that a consignment note has been or is being prepared. The shipping date must appear from the consignment note.

It is the responsibility of the Customer to ensure that the consignment note has an approved and readable bar code and is clearly and correctly completed according to the goods and its labelling. It is the responsibility of the customer to ensure that all items in the consignment are labelled with Danske Fragtmænd’s standard label containing all relevant information and bar codes or any other label previously approved. All shipping information must be electronically transferred to Danske Fragtmænd.

If, on receipt of the goods, Danske Fragtmænd has reservations regarding the visible condition of the goods or packaging, such reservations are entered in the consign-

ment note. Danske Fragtmænd may also make reservations about any defects or deficiencies in the packaging of the goods.

Any reservations noted on the consignment note has the evidential value equivalent to being noted in the consignment note.

1.2 Delivery

The transport destination is the consignee’s address unless otherwise agreed. If the goods are not to be delivered, but are to be picked up by the consignee at a freight terminal, the consignment note and the goods must be marked ‘Restante’ after which the place of destination will be the stated freight terminal.

For small islands without a permanent bridge connection that are not serviced by Danske Fragtmænd, delivery will, unless otherwise agreed, be made at the place on the harbour designated by the ferry company from which ships sail in a regular service to the island in question.

Consignments that are light and can be handled by one person are delivered at the consignee’s door. Other consignments are delivered at the side of the vehicle, as close to the consignee’s door at street level as practically possible, or on a ramp or square to which a lorry has unhindered access. Reference is also made to the guidance on carrying in at www.fragt.dk.

It may be separately agreed that delivery to the consignee’s door, and carrying up or down of the goods, will be performed against debiting of the time used in accordance with the rates in force at any given time in ‘[Surcharges for special services](#)’. Such an agreement is entered into prior to the transport and must be stated in the consignment note. It is presupposed that the goods can be carried up or down by one person and without the use of special technical aids unless otherwise agreed.

Any waiting time at the place of destination will be charged in accordance with the rates in force at any given time in [‘Surcharges for special services’](#).

Danske Fragtmænd is entitled to refuse to make delivery and to take the goods back to the freight terminal in the consignee’s area if the delivery cannot be made in a secure manner in terms of safety and health. Reference is made to the applicable working environment rules, and other provisions, in force at any given time.

Danske Fragtmænd is only obliged to deliver the goods against the consignee’s receipt.

If, for whatever reason, the consignment cannot be delivered, the goods will be brought back to the freight terminal in the consignee’s area.

Danske Fragtmænd will contact the Customer for instructions, by email if possible, for pick-up, delivery, redirection or return at the Customer’s expense according to the rates applicable at any given time in [‘Surcharges for special services’](#), unless otherwise agreed. If the Customer’s instructions are not received within eight days, the goods will be returned, and the Customer will be charged the full freight rate for this.

The Customer may authorise Danske Fragtmænd in writing to unload the goods at the place of destination without the consignee’s receipt at the Customer’s liability and risk. The Customer must indemnify Danske Fragtmænd for any claim, including claims resulting from loss, damage, delay, etcetera, which may be brought against Danske Fragtmænd in this connection.

1.3 Restante

The Customer will inform the consignee about the place and deadline for collection of goods sent restante.

The consignee’s deadline for collection of restante goods is three weekdays, after the goods have arrived at the freight terminal in the consignee’s area, unless otherwise specified in the consignment note.

Delay in collection will be debited in accordance with

the rates in force at any given time in [‘Surcharges for special services’](#).

Goods stored for more than three days are stored at the risk of the customer. Goods stored for more than 15 days are considered a storage job and reference is made to Danske Fragtmænd’s storage hotel terms and conditions. Delayed pickup is charged according to the rates in force at any given time in [‘Surcharges for special services’](#).

1.4 Delivery deadline and transport time

Danske Fragtmænd’s transport concept is day-to-day delivery in Denmark, without, however, this being regarded as an agreed delivery deadline. The goods are normally delivered the next weekday (Monday to Friday) after the dispatch date for domestic transports, unless otherwise specified in the consignment note. The transport time for international transports will be agreed with the Customer.

Consignees located in pedestrian areas, centres or on islands without a permanent bridge connection and consignees with restrictions on opening hours must expect a longer transport time. The same applies to transport of dangerous goods, crane transports and bulky goods.

If the customer wishes to take delivery at a specific hour, this must be entered as a DOT-consignment and be pre-booked via EDI and the goods must be marked with Danske Fragtmænd’s DOT-label. Danske Fragtmænd debits the Customer for this in accordance with the rates in force at any given time in [‘Surcharges for special services’](#).

1.5 Types of goods, weight and volume

Goods are sent as small parcels or general cargo.

Small parcels are defined as single lot consignments of maximum 20 kilograms with a total volume of maximum 0.15 cubic metres and maximum dimensions of 1.5 metres on the longest part, unless otherwise agreed.

General cargo is defined as single lots which, in terms of weight or volume, exceed the limits for small parcels.

Moreover, general cargo comprises all consignments dispatched carriage forward.

Unit loads are general cargo consignments of 3,000 kilograms or more to the same consignee.

The price of transport is determined according to the number of consignment items or weight. If the price is determined according to weight, the following conversion factors: 1 m³ is converted to 250 kg. 1 loading meter is converted to 1,500 kg.

Loading metre goods are general cargo on top of which nothing can be loaded.

Long goods are general cargo with a length of between three and six metres.

Bulky goods are goods which cannot be handled by one person with a pallet truck or goods with a length of more than six metres.

Dangerous goods are goods included in the ADR Convention 2019. Please refer to paragraph 2.5.

Pallets must not be loaded in excess of their approved weight limit.

Consignments of more than three metres must be agreed separately prior to pick-up or drop-off of the goods.

1.6 Packaging

The goods must be properly packaged (packed), so they can withstand normal impacts of transport in tarpaulin-fitted vehicles and freight terminal handling. Pallets and general cargo must be able to withstand handling with truck and the like. It must be possible to handle small parcels in a sorting plant where there is no special consideration for arrows marking, glass labels or handle with care labels.

Packaging must protect the goods against damage and ensure that the goods do not cause injury to persons

or damage to equipment or other goods. The customer is liable for missing or inadequate packaging in accordance with Section 12 of the Danish CMR Act. Any damage to outside packaging is not compensated.

Danske Fragtmænd is not obliged to provide the Customer with guidance about packaging. Any approval does not exempt the Customer from liability nor does it result in Danske Fragtmænd incurring liability.

1.7 Excluded from transport

Danske Fragtmænd does not transport humans and animals (living or dead).

Danske Fragtmænd does not transport goods requiring a constant temperature.

Malodorous goods as well as heavily soiled goods or packaging, will not be accepted for transport.

Clause 2. Consignment notes, documents, goods labelling and pallets

2.1 Consignment note

Danske Fragtmænd's consignment notes must be used for transports.

If there is no consignment note, Danske Fragtmænd will ask the Customer to transfer the consignment note via EDI. If this is not possible or does not happen, Danske Fragtmænd may create a consignment note on the basis of information received from the Customer. In these circumstances, Danske Fragtmænd can only be held liable for information in the consignment note that directly deviates from or is inconsistent with information received from the Customer. For this service, a surcharge is charged in accordance with the rates in force at any given time in '[Surcharges for special services](#)'. See also sub-clause 2.3.

2.2 Freight payment

The Customer is debited for all freight costs, including carriage, '[Surcharges for special services](#)' and any other costs for goods sent carriage paid or where there are no details about freight payment.

If the goods are sent carriage forward, the consignee must pay freight costs, including carriage, '[Surcharges for special services](#)' and any other costs. The goods may only be sent carriage forward if this has been separately agreed in advance. If the consignee refuses to pay, Danske Fragtmænd is not obliged to deliver the goods, in the alternative the Customer is liable for making payment.

In connection with carriage forward, the Customer is liable for and may be debited for costs attributable to the Customer such as waiting time, check-weighing etcetera.

In connection with return or reforwarding of the goods, (for example in the event of the consignee's refusal or non-collection) the Customer will be debited all freight costs even if the goods have been sent carriage forward.

Freight and other costs are payable in cash unless otherwise agreed.

2.3 Contents of the consignment note

The Customer is responsible for ensuring that the consignment note is clearly and correctly filled in, so that there is complete accordance between the physical consignment and the information in the consignment note about the number of lots, weight, volume, goods description etcetera.

If the weight and/or volume stated in the consignment note is not correct, Danske Fragtmænd will be entitled to charge carriage in accordance with the actual weight and volume as well as a control surcharge in accordance with the rates in force at any given time in '[Surcharges for special services](#)'.

If the consignment consists of one or more pieces of goods placed on a pallet wrapped or lashed together, the total quantity of goods will be regarded as one single lot. The consignment note must only state lots and not the number of items per pallet or for the overall consignment. If the number of items is nevertheless stated for such units in the overall consignment, Danske Fragtmænd will not be liable for this.

A statement in the consignment note that the Customer or other parties must be contacted before delivery will not result in an obligation to do so or in liability for Danske Fragtmænd.

2.4 Dangerous goods

In connection with transport of dangerous goods, the Customer is responsible for ensuring that documents, packaging and labelling are in accordance with the Danish rules in force at any given time, including the Executive Order on Road Transport of Dangerous Goods and the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR).

If documents, packaging and/or labelling is/are not correct, Danske Fragtmænd is entitled to reject the consignment. Reference is also made to 'Section 13 of the Danish CMR Act'.

For transport of dangerous goods, a dangerous goods surcharge is charged in accordance with the rates in force at any given time in '[Surcharges for special services](#)'.

Delivery of dangerous goods to islands without a permanent bridge connection depends on the rules and restrictions of the ferry company to which the goods were surrendered in accordance with sub-clause 1.2.

2.5 Goods labelling

The Customer must ensure that each individual lot is labelled with the consignor's address and the consignee's address as well as consignment note number, a lot number and the quantity of lots stated in the same consignment note. For goods to be delivered to a single consignor where the goods have been fastened to the pallet, labelling in one place will be sufficient.

Labels as described at sub-clause 1.1 and in Appendix 1 must be used for the labelling.

For labelling of dangerous goods; see sub-clause 2.4.

2.6 Pallet exchange and pallet accounts

Pallet exchange requires that the pallets are whole, clean and approved EUR and E pallets. Pallets with other marking will be regarded as disposable pallets. Pallets are only exchanged if a separate agreement has been entered into on this.

Pallets are not exchanged in connection with consignments for exports, free ports and ports of shipment as well as private consignees.

The pallet exchange field on the consignment note must be checked, and the number of pallets to be exchanged must be specified. If the consignee rejects pallets specified as exchange pallets in the consignment note, the Customer will be debited for the pallets.

Danske Fragtmænd will debit a surcharge per pallet exchange in accordance with the rates in force at any given time in '[Surcharges for special services](#)'.

The pallet exchange must take place immediately at the consignee's premises without the occurrence of waiting time. If this is not possible, Danske Fragtmænd may decide not to exchange the pallets and debit the Customer for the delivered pallets or for waiting time in accordance with the rates in force at any given time in '[Surcharges for special services](#)'.

In connection with fixed pallet exchanges, Danske Fragtmænd may set up a pallet account. Guidance on pallets/pallet accounts can be downloaded from [www.fragt.dk](#) and are applicable to pallet exchanges. Danske Fragtmænd will subsequently forward a monthly pallet statement of account showing the movements for the month as well as the opening and closing balance.

Objections to pallet statements of account must be made no later than on the 20th day of the following month. If such objections are not made, the Customer will have forfeited the right to object. Danske Fragtmænd only keeps accounts of undamaged and approved EUR and E pallets. The replacement price for pallets is stated in the rates in force at any given time in '[Surcharges for special services](#)'.

Clause 3. Rates, settlement and payment

3.1 Freight calculation and fuel surcharge
Freight is calculated at the time of the conclusion of the individual transport agreement in accordance with Danske Fragtmænd's rates and [‘Surcharges for special services’](#) in force at any given time.

In addition to freight, a variable fuel surcharge is calculated on the basis of the price of diesel oil, calculated as at the 15th of the previous month.

Increases in public fees, duties and taxes and increases in external costs which are beyond Danske Fragtmænd's control may be levied without notice for all transports covered by the increases.

3.2 Extra services
Payment for additional services which are not stated in [‘Surcharges for special services’](#) is to be agreed between the parties.

3.3 Freight account
If the Customer has set up a freight account, payment for the transports for the agreed period will be made on the basis of the invoice sent.

In the event of late payment, interest and a reminder fee will be charged. The default interest rate for non-consumers as well as reminder fees are stated in the rates in force at any given time in [‘Surcharges for special services’](#). The default interest rate in the Danish Interest on Overdue Payments Act (Renteloven) applies to consumers.

In the event of late payment, Danske Fragtmænd is entitled to demand full freight payment for the consignments in question in accordance with the rates in force at any given time, regardless of special price agreements or discounts.

Danske Fragtmænd is entitled to change, at any given time and without notice, any credit terms agreed with the Customer.

3.4 Lien and charge
Danske Fragtmænd has a charge on goods which are under Danske Fragtmænd's control, both for all costs incumbent on the goods and for all Danske Fragtmænd's other claims against the Customer. If the goods are lost or destroyed, Danske Fragtmænd has a corresponding charge on amounts of compensation from insurance companies or other parties.

If Danske Fragtmænd's due claims are not paid by the due date, Danske Fragtmænd is entitled to sell as much of the goods as necessary to cover the total claims, including costs.

Furthermore, Danske Fragtmænd has a lien on goods which are under Danske Fragtmænd's control, both for all costs incumbent on the goods and for all Danske Fragtmænd's other claims against the Customer. If the goods are lost or destroyed, Danske Fragtmænd has a corresponding lien on amounts of compensation from insurance companies or other parties.

3.5 Modregningsforbud
No setoff may be made against Danske Fragtmænd's claims for freight or other outstanding accounts in connection with the transport.

Clause 4. Liability, complaints, compensation, limitation of claims and insurance

4.1 Liability
Danske Fragtmænd is liable in accordance with the Danish CMR Act (CMR-loven).

Danske Fragtmænd's liability commences when the consignment is picked up for transport or when the goods are dropped off. The liability will cease when the goods are delivered in accordance with sub-clause 1.2 or are duly unloaded.

If the consignor or consignee handles loading or unloading, the carrier's liability period only commences when the goods have been loaded onto the vehicle, and the liability period ceases when the unloading begins.

For liability that is not covered by the Danish CMR Act, an express agreement, Danske Fragtmænd's other terms and conditions or mandatory statutory provisions, Danske Fragtmænd is liable in accordance with the general rules of Danish law. **Such liability cannot in any case exceed SDR 50,000. In the event of late collection or non-collection of the goods, the liability cannot exceed the maximum freight amount payable.** If Danske Fragtmænd or any party for whom Danske Fragtmænd is liable has shown negligence, Danske Fragtmænd cannot, however, rely on these two limitations of liability.

4.2 Complaints
In the event of visible damage or loss (shortage), a complaint must be made immediately upon receipt of the goods. This applies to damage to both goods and packaging, and the complaint must be specified/stated on the consignment note/PDA.

In the event of hidden (not visible) damage or partial loss after receipt of the goods, a written complaint must be made within seven days (Sundays and public holidays excluded) after delivery of the goods.

In the event of hidden (not visible) damage or partial loss after receipt of the goods, the Customer or the consignee must show that the damage or partial loss occurred when the goods were in the care of Danske Fragtmænd.

In the event of delay, a complaint must be made in writing within 21 days (Sundays and public holidays included), as a claim for damages can otherwise not be brought.

In the event of total loss of the goods and failure to comply with other obligations, a complaint must be made immediately. The complaint must always be made in writing to Danske Fragtmænd and contain a description of the damage or loss.

The consignee must make damaged goods and their packaging available to Danske Fragtmænd for inspection at the consignee's address. Furthermore, Danske Fragtmænd is entitled to demand to have the damaged goods surrendered for inspection.

If the goods are repaired/disposed of without the consent of Danske Fragtmænd, the right to compensation is lost.

4.3 Compensation
Compensation for total or partial loss of the goods is calculated according to the value of the goods at the place and time for takeover for carriage.

However, the compensation cannot exceed SDR 8.33 for each kilogram of missing gross weight.

In the event of damage to the goods, the carrier must pay compensation for the decrease in value. However, the compensation cannot exceed the amount that would have been payable if the damaged goods had been destroyed.

Compensation for delay requires that the consignee can document that the delay has resulted in a loss.

In the event of delay, the maximum compensation payable is the freight amount unless a separate agreement on special interest has been entered into; see Section 33 of the Danish CMR Act. Claims for compensation must be made in writing, be documented and be sent to the service department at your nearest freight terminal.

If Danske Fragtmænd has paid full compensation, the title will pass to Danske Fragtmænd. If the Customer refuses to surrender the goods, the right to compensation will be forfeited.

4.4 Limitation of claims

Claims for compensation covered by the Danish CMR Act are barred by limitation in accordance with Section 41 of said Act, i.e. after one year, however, after three years in case of intent or gross negligence.

In the event of delay, damage and partial loss, the limitation period will run from the day on which the goods were delivered.

In the event of total loss, the limitation period will run from the 60th day after Danske Fragtmænd took over the goods. However, if a deadline has been agreed, the limitation period will run from the 30th day after the expiry of this deadline.

In other cases, the limitation period will run from the end of a period of three months after the conclusion of the freight agreement. The limitation period for claims against Danske Fragtmænd is suspended when a written claim from the claimant has been received by Danske Fragtmænd. The limitation period will begin to run again if Danske Fragtmænd rejects the claim in writing. Copies of documents or an invoice received with the claim will not be returned in this connection. The rejection can be sent by email.

The limitation period is interrupted if a writ of summons is filed, if a written agreement is entered into on a suspension of the limitation period or if Danske Fragtmænd admits liability.

4.5 Insurance

If the value of the goods exceeds SDR 8.33 per kilogram, the Customer should consider taking out transport insurance to cover the loss.

Clause 5. Venue, governing law and commencement

5.1 Venue and governing law

Except for the applicable provisions of the Danish CMR Act, legal action can only be brought against Danske Fragtmænd at the involved carriers’ respective venues.

Disputes are settled in accordance with Danish law.

5.2 Changes, conflicts with the Danish CMR Act and partial invalidity

Any deviation from these Terms and Conditions must be agreed in writing between the parties. It is insufficient that changes are entered in the consignment note.

In case of conflicts between the Danish CMR Act and these Terms and Conditions, the Danish CMR Act will take precedence over these Terms and Conditions.

If individual clauses in the above Terms and Conditions are fully or partly invalid, this will not affect the validity of other clauses or the remaining parts of such clauses.

5.3 Commencement

These General Terms and Conditions enter into force as of 1. October 2019.

Agreement on joint data controlling

1. The parties

This agreement on joint data controlling has been entered into between:

The customer as defined in the Terms and Conditions for transport (the Customer)

and

Danske Fragtmænd A/S
CVR no.: 30611756
Tomsagervej 18
DK-8230 Aabyhøj
(Danske Fragtmænd)

2. Joint data controlling

2.1

This agreement lays down the distribution of responsibilities between the Customer and Danske Fragtmænd in connection with the parties’ master agreement:

Transport agreement between the parties.

2.2

In accordance with Article 26 of the General Data Protection Regulation, there is joint data controlling where two or more data controllers jointly determine the purposes and means of processing.

If there is joint data controlling, the joint controllers must in a transparent manner determine their respective responsibilities for compliance with the obligations under this Regulation, in particular as regards the exercising of the rights of the data subject and their- respective duties to provide the information referred to in Articles 13 and 14 in the General Data Protection Regulation, unless, and in so far as, the respective responsibilities of the controllers are determined by Union or Member State law to which the controllers are subject.

In accordance with Article 26(2) of the General Data Protection Regulation, the arrangement must duly reflect the respective roles and relationships of the joint controllers vis-à-vis the data subjects. In addition, the essence of the arrangement must be made available to the data subject.

Irrespective of the terms of the arrangement, the data subject may exercise his or her rights under the General Data Protection Regulation in respect of and against each of the controllers.

The internal distribution of responsibilities in the agreement on joint data controlling likewise does not prevent that the supervisory authority can exercise its powers vis-à-vis both parties.

2.3

The Customer and Danske Fragtmænd agree that there is joint data controlling between the parties in connection with the master agreement. In the assessment thereof, importance has been attached to, among other factors, that data processing is not the principal service, that there is no data processing instructions between the parties and that the parties themselves determine the purposes and means of processing.

2.4

This agreement has been drawn up with a view to ensuring that the Customer and Danske Fragtmænd can meet the requirements for joint data controlling in Article 26 of the General Data Protection Regulation. The agreement lays down the respective responsibilities for compliance with the obligations in accordance with the General Data Protection Regulation for the Customer and Danske Fragtmænd, in particular as regards the exercising of the rights of the data subject and the obligation to present the information dealt with in Articles 13 and 14.

3. Overall distribution of responsibilities

3.1

The Customer is responsible for data processing performed by the Customer, including a duty of disclosure in connection with collection of personal data from the data subject, as well as personal data from other parties than the data subject.

3.2

Danske Fragtmænd is responsible for data processing which is performed by Danske Fragtmænd.

4. Principles and statutory authority for data processing

4.1

The Customer is responsible for protection of the data subjects’ rights by compliance with the below rules in the General Data Protection Regulation:

- Duty of disclosure in connection with collection of personal data from the data subject.
- Duty of disclosure in connection with collection of personal data from other parties than the data subject.
- The data subject’s right of access to personal data which are processed by the Customer.
- The data subject’s right to rectification of personal data which are processed by the Customer.
- The data subject’s right to erasure of personal data which are processed by the Customer.
- The data subject’s right to restriction of the processing of personal data by the Customer.
- The data subject’s right to object to processing of personal data by the Customer.
- Duty of disclosure in connection with rectification or erasure of personal data or restriction of

processing of personal data originating from the Customer.

- The data subject’s right to data portability of personal data which are processed by the Customer.

4.2

Danske Fragtmænd is responsible for protection of the data subjects’ rights through compliance with the below rules in the General Data Protection Regulation:

- The data subject’s right of access to personal data which are processed by Danske Fragtmænd.
- The data subject’s right to rectification of personal data which are processed by Danske Fragtmænd.
- The data subject’s right to erasure of personal data which are processed by Danske Fragtmænd.
- The data subject’s right to restriction of the processing of personal data by Danske Fragtmænd.
- The data subject’s right to object to processing of personal data by Danske Fragtmænd.
- Duty of disclosure in connection with rectification or erasure of personal data or restriction of processing of personal data originating from Danske Fragtmænd.
- The data subject’s right to data portability of personal data which are processed by Danske Fragtmænd.

4.3

The responsibility for the duty of disclosure in connection with collection of personal data originating from the data subject as well as personal data originating from other parties than the data subject rests solely with the Customer, as Danske Fragtmænd does not collect other personal data than those disclosed by the Customer to Danske Fragtmænd.

4.4

If the Customer receives a request or an enquiry from a data subject regarding the matters covered by Danske Fragtmænd’s responsibility, it will be forwarded to Danske Fragtmænd for a reply as soon as possible and without undue delay.

4.5

If Danske Fragtmænd receives a request or an enquiry from a data subject regarding the matters covered by the Customer’s responsibility, it will be forwarded to the Customer for a reply as quickly as possible and without undue delay.

4.6

The parties are responsible for assisting each other to the relevant and necessary extent to ensure that both parties can comply with their obligations to the data subjects.

5. Data processing security and documentation for compliance with the General Data Protection Regulation

5.1

Both parties are responsible for implementing suitable technical and organisational measures for ensuring and for being able to document that the processing is in accordance with the General Data Protection Regulation and for ensuring that due consideration is made for the nature, scope, context and purpose of the data processing in question and for the risks of varying probability and severity to the rights and freedoms of natural persons.

Danske Fragtmænd Both parties must prepare procedures for handling security breaches and for protection of the data subjects’ rights.

5.2

Both parties’ measures must comprise the implementation of suitable data protection policies if this is commensurate with the data processing activities.

5.3

Both parties are responsible for compliance with the rule on data protection by design and by default in Article 25 of the General Data Protection Regulation.

5.4

Both parties are responsible for observing the requirement for security of processing in Article 32 of the General Data Protection Regulation. This means that taking into account the state of the art, the costs of

implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, both parties must implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

Both parties must perform and, on request, document a risk assessment. Measures to limit the identified risks must subsequently be implemented.

6. Use of data processors and subprocessors

6.1

Both parties are entitled to use data processors and subprocessors in connection with the joint data processing.

6.2

In connection with the use of any data processors and any sub-processors, both parties are responsible for complying with the requirements of Article 28 of the General Data Protection Regulation.

Both parties are therefore obliged only to use data processors which can provide sufficient guarantees for implementation of appropriate technical and organisational measures, in such a manner that processing will meet the requirements of the General Data Protection Regulation and ensure the protection of the rights of the data subject.

Both parties must ensure that a valid data processing agreement has been entered into between the party in question and the data processor.

Both parties must ensure that a valid sub-processing agreement has been entered into between the data processor and any sub-processors.

6.3

On request, both parties must be informed about whether data are processed by data processors and any sub-processors used by the other party.

6.4

If the data are processed by data processors and subprocessors, the Parties must, on request, be informed about the contents of the agreements between the parties and the data processor and any sub-processors.

7. Records

7.1

Both parties are responsible for compliance with the requirement in Article 30 of the General Data Protection Regulation for records of processing activities. This means that both parties must maintain a record of the processing activities for which the parties are joint controllers.

7.2

Both parties will inform each other about the contents of the above record.

7.3

Based on the contents of both parties’ records, they will each prepare a separate record of the processing activities covered by the agreement.

8. Notification of a personal data breach to the supervisory authority

8.1

Both parties are responsible for compliance with Article 33 of the General Data Protection Regulation on notification of a personal data breach to the supervisory authority.

9. Communication of a personal data breach to the data subject

9.1

Both parties are responsible for compliance with Article 34 of the General Data Protection Regulation on communication of a personal data breach to the data subject.

10. Data protection impact assessment and prior consultation

10.1

Both parties are responsible for compliance with the requirement in Article 35 of the General Data Protection Regulation on the performance of a data protection impact assessment. This means that where a type of processing in particular using new technologies, and taking into account the nature, scope, context and purposes of the processing, is likely to result in a high risk to the rights and freedoms of natural persons, both parties must, prior to the processing, carry out an assessment of the impact of the envisaged processing operations on the protection of personal data.

10.2

Both parties are obliged to comply with the requirement in Article 36 on prior consultation of the supervisory authority, when this is relevant.

11. Transfer of personal data to third countries or international organisations

11.1

Each party may decide that personal data can be transferred to third countries or international organisations.

11.2

Both parties are responsible for compliance with the requirements of Chapter 5 of the General Data Protection Regulation if personal data are transferred to third countries or international organisations.

12. Complaints

12.1

The parties are each responsible for processing complaints from data subjects if the complaints concern violation of the provisions of the General Data Protection Regulation for which the party is responsible under this agreement.

12.2

If a party receives a complaint which should duly be processed by the other party, the complaint will be forwarded to the other party as quickly as possible and without undue delay.

12.3

Part thereof should duly be processed by the other party, that part of the complaint will be forwarded to the other party as quickly as possible and without undue delay.

12.4

In connection with the party's forwarding of a complaint, or a part thereof, to the other party, the data subject must be informed about the essence of this agreement.

13. Commencement and termination

13.1

This agreement will enter into force on conclusion of the parties' master agreement.

13.2

Both parties may demand that the agreement must be renegotiated if legislative changes or inexpediciencies in the agreement give rise to this.

13.3

Any agreement between the parties on consideration, terms and conditions or the like in connection with amendments to this agreement will be stipulated in the parties' master agreement.

13.4

The agreement may be terminated in accordance with the periods of notice laid down in the parties' master agreement.

13.5

The agreement will remain in force throughout the processing activities. Regardless of the termination of the parties' master agreement, the agreement will remain in force until the processing activities have been concluded and the data have been erased by the parties, any data processor as well as any sub-processors.

14. Contacts with the parties

14.1

The parties may contact each other via the following contacts.

For the Customer:

The data controller's contact details are provided in the parties' master agreement.

For Danske Fragtmænd:

Name Martin Richard Skovdal

Position: Information Security Manager

Phone: + 45 24 42 96 10

Email: martin.skovdal@fragt.dk

14.2

The parties are obliged continuously to inform each other about changes regarding the contact.

Labelling of Goods

Appendix 1

Labelling of goods

www.fragt.eu

How to label goods

1



Fill in the labels with consignor and consignee, address, telephone number, consignment note and total number of lots. Use labels of 10 x 15 cm, preferably Danske Fragtmænd's standard labels

2



Check that the consignment note and labels contain the same information. If possible, stick two labels on all lots.

3



Place the labels on the outside of the packaging. Labels under plastic or foil are difficult to see.

4



Remove used labels on the goods before applying new labels.

5



Preferably apply labels on both the short side and the long side of the goods.

6



Place the labels on the right side of the goods, as high up as possible. Remember at a max. height of 1.80 metres

Special goods



If there is no room for a label on the goods (for example on tubes or bars), you can attach a manilla mark at either end with a label.



Rolled goods (for example rugs or textiles) are best packed in plastic or cardboard tubes with a label at each end.



Tyres are, if possible, marked on two sides. Remember to remove old labels



Mark non-palletised goods weighing more than 20 kg with 'Warning: Heavy lift' label.



Danske Fragtmænd A/S

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