



## **JAS WORLDWIDE**

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Road Disclaimer - 2025

**These terms and conditions apply to quotations (“Quote”) containing rates for services (“Rates”) to be provided to you (“Customer”) by JAS.**

**Quote validity: until dd/mm/yyy (day/month/year)**

**IMPORTANT NOTE:**

PLEASE NOTE THAT WE HAVE USED OUR BEST EFFORTS TO PROVIDE YOU WITH PRICING AND DELIVERY ESTIMATES BASED ON CURRENT CONDITIONS; WE RESERVE THE RIGHT TO CHANGE PRICING AND DELIVERY COMMITMENTS AS CONDITIONS CHANGE, REGARDLESS OF ANY OTHER PROVISION CONTAINED HEREIN OR ANY ANCILLARY DOCUMENTS. IN ADDITION, WE RESERVE THE RIGHT TO REQUIRE ANY DEMURRAGE, DETENTION, DUTIES, TAXES, STORAGE, OR OTHER SIMILAR CHARGES RELATED TO THE TRANSPORT BE PAID PRIOR TO DELIVERY AND RELEASE OF THE CARGO.

**General**

- Rates exclude local taxes, **GST**, custom duties, VAT, Government charges and Inspection charges according to local tax regulations on each country unless indicated.
- The Customer shall treat the Quote as strictly confidential and shall not disclose it to any third party.
- Pick up/delivery Rates are quoted based on standard service during normal business hours Monday through Friday on enclosed vehicles. Rates Exclude Tolls, Ad Valoram, and Escorts unless specified.
- Rates are considered for general cargo, stackable and top loadable. Rates exclude dangerous goods (as such is defined by applicable law, hereafter “IMO/ADR”) and Out of Gauge cargo unless specified.
- Carrier choice and service schedules are reserved by JAS and subject to change as per market situation/fluctuation.
- Full set of import / export declaration docs must be provided by the Customer.
- Detention/Demurrage costs are excluded unless specified.
- Transit times exclude time required for customs clearance
- Currency Exchange: Further details regarding invoicing to be discussed on a mutual agreed Currency Exchange program. A percent for uplift to be discussed after the award wherever applicable for currency exchange purposes.
- IMO/ADR surcharges if applicable, are only indications of surcharges and may be assessed a higher cost by the Carrier once MSDS is presented.
- ADR/IMO is subject to acceptance by the carrier
- It is expressly understood that additional charges, including, but not limited to, storage, demurrage, facility fees, rush charges, late fees, detention charges, special handling fees, may be incurred by JAS in the performance of the services, which may not be included in the Quote. JAS shall notify Customer of any additional or accessorial fees as soon as possible, and Customer shall be responsible for any such charges.
- Rates are based on specific cargo commitment guarantees from the Customer, as stated in the Quote in terms of number of shipments/tonnage/FTL's and shipping period. JAS can reasonably increase the Rates in its discretion if the minimum volumes are not reached.
- JAS Worldwide Inc. and its affiliates (“JAS”) adhere to the global IMO (International Maritime Organization) regulations as well as all applicable laws including the European Union’s Emissions Trading Scheme (ETS). Please note that prices for services may be subject to

adjustment due to implementation of the mandatory IMO2023 standards and the ETS regulations related to ship owners' and operators' environmental compliance. JAS will proactively communicate changes to surcharges and effective dates, emphasizing the need for timely cost pre-advice for customers.

## **General Rules and Conditions for International Road Transport in Europe**

### **1. Scope, Limitations of Liability and Exclusions**

1.1 These General Rules and Conditions ("Conditions") apply to all international road transport services performed by the Supplier within Europe.

1.2 All services provided by JAS are subject to the JAS Worldwide Standard Terms and Conditions (found at <https://www.jas.com/terms-and-conditions>), which are incorporated herein, which may be updated from time to time; the terms and conditions set forth in this Quote; and any shipping documents issued for the services rendered.

1.3 A written confirmation of acceptance of this Quote by the Customer, received by JAS during the Quote Term, will constitute a legally binding contract ("Contract") between JAS and the Customer. The Contract defines the respective responsibilities of JAS and the Customer for all services covered by this Quote.

1.4 In the event of any conflict between these terms and conditions and mandatory provisions of applicable international conventions (such as the CMR Convention), the mandatory provisions shall prevail. In the event of any conflict between these terms and mandatory provisions based on applicable law, the mandatory provisions shall prevail.

1.5 The Supplier is not liable for indirect or consequential losses (e.g., production downtime, loss of profit, contractual penalties).

1.6 Any deviations require a written agreement from Supplier.

### **2. Transport Orders**

2.1 Transport orders must include at minimum: pick-up address, delivery address, cargo description, weight, dimensions, packaging, required equipment, timing, and special handling instructions.

2.2 Orders received after agreed cut-off times are processed on a best-effort basis and may affect transit times.

2.3 The Supplier reserves the right to decline transport requests that cannot be performed safely, legally, or within operational capacity.

### **3. Transit Times**

3.1 All transit times provided are estimates, not guarantees, unless expressly confirmed as fixed.

3.2 Delays caused by factors outside the Supplier's control (e.g., weather, strikes, customs processes, border queues, road closures) do not constitute service failure.

#### **4. Packaging, Labeling, and Loadability**

4.1 The Customer is responsible for ensuring that goods are properly packed, secured, and labelled for road transport.

4.2 Cargo must be compatible with standard trailers unless otherwise agreed.

4.3 The Supplier may refuse loading if goods are unsafe, inadequately packed, or exceed vehicle limits.

#### **5. Dangerous Goods (IMO, ADR)**

5.1 Transport of hazardous materials is subject to IMO/ADR regulations.

5.2 The Customer must provide accurate IMO/ADR classification, UN numbers, safety data sheets, and all legally required documentation.

5.3 Incorrect or missing information may lead to refusal of transport and additional charges.

#### **6. Loading and Unloading**

6.1 Unless otherwise agreed, loading and unloading are the Customer's responsibility.

6.2 Standard free time is 1 hour for loading and 1 hour for unloading. Waiting time beyond this is chargeable.

6.3 The Supplier is not responsible for delays caused by insufficient loading resources at customer sites.

#### **7. Weight, Dimensions, and Restrictions**

7.1 The Customer must ensure compliance with applicable European road weight and dimension laws.

7.2 Overweight or oversize shipments require prior approval and may involve additional permits and fees.

#### **8. Freight Charges and Additional Costs**

8.1 Prices are based on the information provided at the time of booking.

8.2 Additional costs may apply but not limited for:

- waiting time
- extra stops
- customs fees
- incorrect declarations
- failed pick-ups
- return freight
- re-deliveries

- tolls and surcharges (e.g., fuel, environmental, congestion)

8.3 The Supplier may update surcharges due to significant market changes.

## **9. Customs and Documentation**

9.1 The Customer is responsible for the accuracy and completeness of all customs documentation (CMR waybill, invoices, packing lists, export declarations).

9.2 The Supplier is not liable for customs delays or penalties resulting from incorrect or missing documentation.

## **10. Insurance**

10.1 The Supplier maintains legally required carrier liability insurance.

10.2 The Customer is encouraged to arrange cargo insurance (All-Risk) to cover the full value of the goods.

## **11. Claims and Complaints**

11.1 Visible damage must be noted on the CMR document at delivery.

11.2 Written claims must be submitted without delay and no later than:

- at once for visible damage (remark in the CMR)
  - 7 days for concealed damage
  - 60 days for delivery delays
- 12.3 Claims must include weight, value, damage photos and commercial invoice

## **12. Subcontracting**

12.1 The Supplier may use approved subcontractors for transport execution.

12.2 All subcontractors are required to comply with applicable laws, CMR, and Supplier standards.

## **13. Compliance and Legal Requirements**

13.1 All operations follow European transport regulations, including driver hours, cabotage rules, vehicle safety standards, and environmental requirements.

13.2 The Customer shall not request any activity that violates applicable laws.

#### **14. Force Majeure**

14.1 The Supplier is not liable for failure to perform due to events beyond its control, including but not limited to:

- natural disasters
- strikes
- war or political unrest
- border closures
- cyber incidents
- pandemics

14.2 In such cases, obligations are suspended until the event ends.

#### **15. Payment**

15.1 All charges must be paid by Customer in advance unless JAS agrees in writing to extend credit to Customer; the granting of credit to Customer in connection with a particular transaction shall not be considered a waiver of this provision by JAS..

15.2 Late payments may incur interest and administrative fees.

15.3 The Supplier may suspend services if invoices remain unpaid.

#### **16. Governing Law and Jurisdiction**

16.1 Unless otherwise agreed, these Conditions are governed by the laws of the country where the Supplier is domiciled.

16.2 Any disputes shall be settled in the Supplier's local court of jurisdiction.