

ESS-FOOD A/S TRANSPORT CONDITIONS FOR TEMPERATURE CONTROLLED TRANSPORT

1. DEFINITIONS

- 1.1 **"ESS-FOOD"** means ESS-FOOD A/S, company registration no. 73599318, acting as the contracting party and purchaser of the transport services covered by these terms and Conditions.
- 1.2 **"Carrier"** means the contracting transport company responsible for performing the transport services, including any driver, employee, agent or subcontractor acting on its behalf. All obligations set out in these Terms and Conditions shall apply equally to the Carrier and to any subcontractor engaged in the performance of the transport.

2. GENERAL TERMS

- 2.1 These general terms shall apply to the exclusion of the Carrier's deviating, conflicting or additional standard terms and conditions of sales which the Carrier may include in any sales offer, acceptance of offer of purchase, confirmation of order, notice or other document or communication.
- 2.2 Any deviation from and/or addition to these Terms must be agreed in writing between ESS-FOOD and the Carrier.
- 2.3 The general terms and conditions concern Goods. **"Goods"** means food products intended for human consumption, including frozen and fresh meat products and any related items covered by the transport order.

3. TEMPERATURE

- 3.1 The trailer used for transportation must be equipped with a functioning temperature control device and operational temperature monitoring device at the time of loading.
- 3.2 The temperature monitoring device shall be activated immediately upon completion of loading, and continuous temperature recording shall commence and be maintained from the date of loading.
- 3.3 Temperature documentation, including the thermo disc or a data log printout, shall be provided upon request. Where the temperature printout is obtained from an authorized workshop, the documentation shall include full operational details, including the specific function used during transport, such as STOP/GO or continuous cooling.
- 3.4 The use of STOP/GO temperature control is strictly prohibited. Continuous cooling and uninterrupted air circulation shall be maintained at all times throughout transport.

- 3.5 The Carrier shall bear full responsibility for ensuring continuous compliance with the temperature requirements set out in Section 3. ESS-FOOD shall be entitled to reject the transport unit and the goods if any deviation from the required temperature conditions is detected at any point during transport, including during loading, transit or unloading. The Carrier shall be fully liable for all losses arising from any temperature deviation or failure to maintain continuous cooling, irrespective of the cause of such deviation. Such liability includes, but is not limited to, deterioration of the goods, additional handling, reloading, replacement, storage or disposal costs, as well as any related operational or logistical expenses incurred by ESS-FOOD.

4. SANITATION

- 4.1 The Carrier must ensure that the trailer used for transportation shall be clean and properly disinfected at the time of loading. Any costs incurred for cleaning, as well as any associated waiting time, shall be charged to the Carrier.
- 4.2 The Carrier must ensure that the trailer used for transportation shall hold valid ATP approval and shall comply with all regulations applicable to the international transport of food products intended for human consumption.
- 4.3 The Carrier shall maintain procedures to secure full traceability and to prevent contamination of the goods from previously transported cargo, including physical, microbiological, chemical and odour contamination.
- 4.4 Any failure by the Carrier to comply with the applicable hygiene, temperature or food-safety requirements shall entitle ESS-FOOD to reject the transport unit and the goods. The Carrier shall bear full responsibility and be liable for all losses arising from such non-compliance, including but not limited to deterioration of the goods, additional handling, reloading, replacement, storage or disposal costs.

5. TRANSPORT OF FROZEN GOODS

- 5.1 Prior to loading, the Carrier shall verify that the goods have a temperature of -20°C or lower. Such verification shall be conducted by the driver immediately before loading.
- 5.2 The transport temperature shall be maintained continuously at -20°C or lower for the entire duration of the transport.
- 5.3 If ESS-FOOD A/S is not notified in writing during the loading process of any deviation from the required product temperature, the goods shall be deemed to have been loaded at a temperature of -20°C or lower.

6. TRANSPORT OF FRESH GOODS

- 6.1 Prior to loading, the Carrier shall verify that the goods have a temperature of no more than +7°C. Such verification shall be conducted by the driver immediately before loading.
- 6.2 The transport temperature shall be maintained continuously at +2°C throughout the entire duration of the transport.
- 6.3 If ESS-FOOD A/S is not notified in writing during the loading process of any deviation from the required product temperature, the goods shall be deemed to have been loaded at a temperature of +7°C or lower.
7. LOADING PROCEDURES AND DRIVER RESPONSIBILITIES
- 7.1 The Carrier shall be present during the entire loading process and shall supervise and verify:
- the correct consignment;
 - the correct quantity, including weight, number of cartons, and pallets;
 - the correct product temperature; and
 - that the loading is conducted in compliance with all applicable road, weight, and axle load restrictions for the intended route.
- 7.2 The driver acts as the Carrier's authorized representative and shall sign the CMR consignment note on behalf of the Carrier. The Carrier accepts full responsibility for any declarations, remarks, or omissions made by the driver on the CMR.
- 7.3 Access to the loading area requires the use of appropriate hygiene and/or veterinary clothing. The Carrier is responsible for ensuring that the driver complies with such requirements.
- 7.4 If the driver is denied access to the loading area, the Carrier shall ensure that a written statement setting out the reason for such denial is provided immediately. In the absence of such statement, it shall be deemed that the driver had full access, and general or unspecific CMR remarks shall not be accepted.
- 7.5 Any fines, penalties, or related costs arising from breaches of weight or axle load shall be borne solely by the Carrier, who is responsible for having loaded the truck responsible.
- 7.6 The Carrier shall maintain documented cleaning, sanitation and pest-control procedures for all transport equipment and shall provide such documentation upon request.
- 7.7 The Carrier is fully responsible for ensuring proper supervision, verification and documentation during loading as required under Sections 7.1–7.6. The Carrier shall bear the risk of any discrepancies, shortages, incorrect declarations or other issues that could have been detected through proper oversight at loading. Any incomplete, inaccurate or unspecific CMR remarks shall be deemed acceptance of the goods and the loading conditions, and the Carrier shall be liable for all resulting losses.
- 7.8 Where the transport unit is sealed at loading, the Carrier shall ensure that the seal number is correctly recorded on the CMR consignment note or other relevant transport documentation.
- 7.9 The Carrier shall ensure that the seal remains intact and unchanged from loading until delivery. Upon delivery, the seal number and integrity shall correspond exactly to the seal applied at loading.
8. TRANSPORTATION
- 8.1 The Carrier shall ensure that the physical condition and integrity of the goods remain unchanged throughout transport.
9. BREAKDOWNS AND DEFECTS
- 9.1 The Carrier shall maintain procedures to safeguard the quality and integrity of the goods in the event of equipment breakdown, defects or temperature deviations. In case of any breakdown of the transport unit or cooling system, or any deviation affecting product temperature or condition, the Carrier shall immediately inform ESS-FOOD of the nature and extent of the issue as well as the measures taken to mitigate its impact. The Carrier shall likewise ensure that any damage in transit, shortages, reservations on consignment notes or other deviations are reported to ESS-FOOD without delay, together with all relevant quality and operational details.
- 9.2 The Carrier shall arrange for immediate on-site repair. Any independent cooling system installed shall continue running whenever technically feasible.
- 9.3 In case of a mechanical breakdown where the cooling function remains fully operational, the Carrier shall ensure that the required temperature is continuously maintained and shall restore the vehicle's operability without delay. If operability cannot be restored within six (6) hours, the transport unit shall either (i) be towed to the destination or another approved site where controlled reloading can take place, or (ii) the goods shall be transferred to another approved refrigerated transport unit or cold-storage facility.
- 9.4 In case the cooling function fails, the Carrier shall immediately secure the goods by transferring them to another approved refrigerated

transport unit or a cold-storage facility. Under no circumstances may the Carrier wait for repairs if the required temperature cannot be maintained continuously.

10. WAITING TIME AND DEMURRAGE

10.1 Free time for unloading:

- a) Where no specific unloading time has been agreed, but unloading is scheduled for a specific day, the Carrier may expect unloading to take place on the agreed day provided that the vehicle arrives no later than 12:00 (noon) on such day.

If the vehicle arrives after 12:00 (noon), the Carrier may not expect unloading to take place until the following day, and no waiting time or demurrage shall accrue prior to such time.

- b) Where a specific unloading day and time slot has been agreed, the Carrier may expect unloading to commence within four (4) hours after the agreed unloading time.

10.2 If unloading has not commenced and waiting time is expected to exceed two (2) hours, the Carrier shall notify ESS-FOOD by e-mail or telephone without undue delay. Such notification shall in any event be given no later than two (2) hours prior to the expiry of the applicable free time pursuant to clause 10.1. Failure to provide such timely notification shall irrevocably waive the Carrier's right to claim any waiting time or demurrage.

10.3 Waiting time at border crossings shall not be considered waiting time for the purposes of demurrage and shall not be compensated under any circumstances.

10.4 Any claim for demurrage shall be accompanied by an original time sheet, duly stamped and signed

by the consignee, and containing at minimum:

- date;
- time of arrival; and
- time of departure from the unloading site.

Failure to provide complete and compliant documentation shall render any demurrage claim invalid, and such claims shall not be accepted or paid.

11. INSURANCE

11.1 The Carrier shall ensure that both the Carrier

itself and any subcontractor engaged for the performance of the transport hold valid and fully paid CMR insurance at the time of loading. The carrier shall remain fully liable for ensuring continuous coverage throughout the entire transport operation.

11.2 Prior to commencement of transport, the Carrier shall submit to ESS-FOOD a copy of the valid CMR insurance certificate together with the name and telephone number of the insurance contact person for verification purposes.

11.3 The Carrier shall ensure that any subcontractor engaged for the performance of the transport complies fully with these terms and conditions and with all applicable food safety, hygiene and temperature requirements.

12. LAW AND VENUE

12.1 The CMR Convention shall apply. Any dispute arising out of or in connection with these Terms and Conditions, including any question regarding their existence, interpretation, or applicability, shall be subject to the exclusive jurisdiction of the Maritime and Commercial Court (Sø- og Handelsretten) in Copenhagen, Denmark.