



Operational Manual for Carriers

Carlsberg Supply Company AG

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1. Definitions

Defined terms in this Operational Manual have the meaning given to them in the Supply Agreement unless otherwise set out herein. In addition, in this Operational Manual, unless the context otherwise requires, the following capitalised terms have the below meanings.

Affiliate means, with respect to a legal entity, any other legal entity which is from time to time a subsidiary or holding company of that entity or a subsidiary or holding company of any such holding company.

Carlsberg Group means CSC and its Affiliates.

Carlsberg Group Invoicing Requirements means the invoicing requirements set out in Schedule 8 of the Supply Agreement.

Charging Schedule means Schedule 4 of the Supply Agreement.

CMR document means the consignment note or other similar document.

CSC means Carlsberg Supply Company AG, Spinnereistrasse 2, CH-8866 Ziegelbrücke, Switzerland.

Customer Transport Control Tower or **TCT** means a department of CSC responsible for co-operating with Carriers on CSC's behalf.

Customs Representative is the forwarding agent or customs broker used by Carlsberg group (or the external seller of the goods) for customs clearance and, if required, digital notification towards the authorities.

Customs Order means an order calling of customs services provided by a defined Customs Representative or pre-agreed agency / broker.

Customs Management System means the IT platform available through a web browser, via which Transport Orders may be submitted to Carrier.

Lane means a route assigned to the Carrier as set out in the Supply Agreement.

Lane Remarks means the remarks relating to each Lane set out in Schedule 3 of the Supply Agreement, including details such as equipment type, loading and unloading instructions, requirements for securing loads, slot booking principles, custom clearance requirements etc.

Once off means a type of Transport Order whereby a single journey is offered to carriers in respect of non-allocated lanes.

Shipment Documents means transport, customs and trade documents issued in the departure country for the particular consignment. The documents are further specified in the Lane Remarks.

Spot source means a type of Transport Order whereby an allocated carrier for a lane is replaced with a different carrier to ensure continuity of transport flow.

Transit Time has the meaning given in Paragraph 2.2.4.

Transport Details means information about the freight as specified in the Lane Remarks, for instance transport id, driver name, route description, time schedule and border crossing.

Transport Order means an order calling off the Services submitted by the TCT on behalf of Customer in accordance with this Operational Manual, including spot sources and once offs.

Transport Management System or **TMS** means the IT platform available through a web browser and via which Transport Orders may be submitted to Carrier.

2. General Operational Manual for Carriers

This Operational Manual applies to all types of transport (regular, spot source and once off) organized for a member of the Carlsberg Group and ordered by the TCT on behalf of Customer.

Amendments to this Operational Manual will apply from the date indicated in the Operational Manual update.

Customer reserves the right to cancel a Transport Order without any liability to Carrier where any of the requirements set out in this Paragraph 2 have not been met by Carrier. No cancellation charge shall be payable to Carrier in such circumstances.

2.1. Permissions

Carrier shall have in place all necessary licenses, permits and consents required to fulfil the transportation of the relevant cargo in compliance with the requirements of the Supply Agreement and using such proper means of transport as are suitable and compliant with the requirements of all of the countries through which the transportation will take place.

Any additional, specific requirements regarding licenses, permits and consents (e.g. forklift certificates) are described at an individual Lane level in the relevant Lane Remarks.

Carrier confirms that it is familiar with all of the Lanes, and acknowledges and agrees that it has had, prior to the start of the Supply Agreement, the opportunity to conduct due diligence in respect of the provision of the Services. In particular, Carrier acknowledges and agrees that it has (a) had sufficient opportunity to analyze Customer's needs and requirements with respect to the Services to determine the personnel and equipment that it will need to provide, and the processes and procedures that it will need to employ, in its performance of the Services, and (b) satisfied itself as to the extent and nature of the Services including any work to be carried out by others that might affect the Services, the delivery routes, the locations of the collection and destination warehouses, and any other factors that may affect the carrying out of the Services.

In some specific cases, Carrier shall be required to load / unload the goods using the equipment that will be made available at the relevant warehouse. In such cases, Carrier shall ensure that its drivers have the necessary skills, licenses, permits and consents to operate a forklift.

2.2. Ordering

Carrier is obliged to have available at all times during the term of the Supply Agreement the capacity set out in the Charging Schedule. Carrier acknowledges and agrees that a particular Lane can be assigned to multiple carriers ("split").

Services will be called off by the TCT on behalf of Customer as follows:

- A Transport Order can be submitted up to one day prior to the required loading day.
- The party submitting the Transport Order, CSC or a Receiving Company, will be determined by who the payer is stated to be. The payer will either be stated in the Transport Order itself or in the section of the Lane Remarks that corresponds to the Transport Order.
- Depending on the Lane, Transport Orders will be provided via TMS or e-mail by the TCT (see Paragraph 9).
- Carrier must check and confirm acceptance of each Transport Order within 2 hours from the time of dispatch by the TCT failing which the Transport Order will be deemed to have been rejected with the consequences specified in Paragraph 3. Such a situation will be treated as a failure to perform the Services (unless the Transport Order is a spot source or once off).

- A rejected Transport Order can be awarded to another carrier at Customer's discretion e.g. by being contracted out on the spot source market.

Any additional rules regarding the calling-off of the Services will be described in the relevant Lane Remarks.

Each Transport Order will be binding on Carrier when it accepts that Transport Order, following which Carrier shall fulfil the Transport Order in accordance with all of the relevant provisions of the Supply Agreement, including the requirements specified in the Lane Remarks. Carrier will not reject properly placed orders that are within the contracted capacity.

Once Carrier has accepted the Transport Order it has to provide Customer with the information reasonably required by Customer relating to fulfilment of that Transport Order, including vehicle plate numbers and the driver's name. These details must be provided by Carrier by 2:00pm CET on the day prior to the loading day, unless otherwise agreed in respect of an individual Lane.

Carrier acknowledges and agrees that a vehicle will only be allowed to enter the destination warehouse where it is able to provide, on arrival, data that is consistent with the data provided by Carrier at the time the Transport Order was accepted.

Carrier must execute each transportation efficiently and in accordance with the requirements of the relevant Transport Order (including the Lane Remarks) and the Supply Agreement, including in relation to loading and unloading, and delivery dates and times.

Carrier must promptly notify the TCT of any delays and take appropriate action to develop alternate routes to ensure on-time delivery or to minimize the impact of the delays.

2.2.1. Slot booking / time windows

After accepting the Transport Order, Carrier is obliged to complete the delivery within the scheduled time window/slot. Rules regarding responsibilities and systems for time window/slot booking are described in the Lane Remarks. There are 2 types of time window:

- fixed time windows,
- daily slots within the destination warehouse's opening hours, but without a specified time window.

In any event, any slot booking/time window for a particular Transport Order must comply with the requirements detailed in the relevant Lane Remarks unless otherwise expressly agreed by the Customer.

If there is no available time window/slot that would allow Carrier to meet the delivery time specified in the relevant Transport Order, Carrier is obliged to inform the TCT without delay.

Priority in accepting vehicles at the destination warehouse shall be given to vehicles arriving on time, in accordance with the time window/slot allocated to them in the slot booking system.

Rules regarding time tolerances are described in Paragraph 2.2.3.

2.2.2. External supplier's booking systems

On certain individual Lanes, execution of the Transport Order requires use of an external supplier's booking system by Carrier. Access to any such booking system will not require more than a computer and internet connection.

Customer is not responsible for the accuracy of the data entered into any such booking system by Carrier.

Any access issues relating to an external supplier's booking system should be reported by Carrier to the TCT within 1 hour of the issue arising to ensure the timely flow of information between the TCT, Carrier and the external supplier.

If a booking system access issue is not reported to the TCT within this timeline, or if the inaccuracy of data inputting by Carrier prevents Carrier from properly executing a Transport Order, Customer will have no liability for any resulting costs incurred by Carrier.

2.2.3. Time tolerance (rules for measuring timeliness)

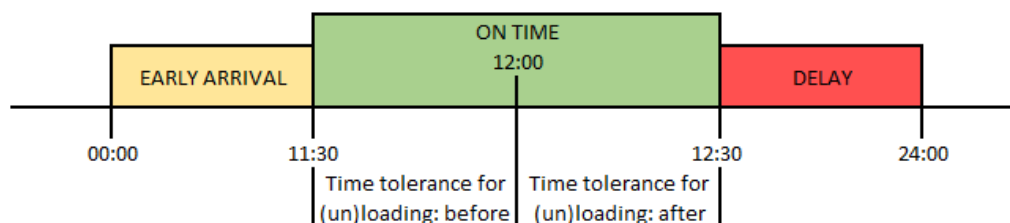
Timely provision of the Services requires a driver's registration at the security office at the destination location within the time window/slot booked. The punctuality of vehicle arrival – in accordance with the time window/slot reserved in the appropriate system – will be recorded and assessed by Customer.

Example:

Slot booked for: 12:00

Time tolerance for (un)loading: before: 30 minutes

Time tolerance for un/loading): after: 30 minutes



NB. Early arrivals will be treated as delays. Unless otherwise agreed with the TCT, Carrier is obliged to deliver the Transport Order on the day and within the hour described in that Transport Order – not earlier, not later. If collection time of the order will be rebooked by the carrier on the day of loading/unloading each one will be treated as a delay.

General rules for each destination site are described in the Lane Remarks and must be adhered to by Carrier.

2.2.4. Transit time

The transit time will be calculated as the time it takes for Carrier to load the goods at the point of loading until it unloads the goods at the point of delivery, including the loading and unloading operations (see Paragraphs 4.1.1 and 4.1.2) (**Transit Time**). Carrier is obliged to meet the target Transit Time detailed in the Charging Schedule for each Lane for each Transport Order that is accepted during the term of the Supply Agreement. For spot source and once off Transport Orders, the Transit Time will be determined on a case by case basis for each individual Transport Order and agreed with Customer when the order is placed.

The Transit Time is calculated in working days, excluding the period from Saturday 00:00 to Sunday 23:59 and bank holidays (where the bank holiday occurs in the country of loading, transit or unloading). Exceptions from these rules may be agreed for individual Lanes, in which case the Charges will be inclusive of any extra costs relating to such exceptions.

Example below:

Agreed Transit Time (day A, B or C)*	Loading day	Delivery day
A-A	Monday (morning)	Monday (evening)
A-B	Monday	Tuesday
A-B	Friday	Monday
A-C	Monday	Wednesday
A-C	Friday	Tuesday

* A-A is a same day delivery, A-B is a next day delivery and A-C is a day one for day three delivery.

NB. In certain circumstances, the TCT may require Carrier to load or unload the goods during an otherwise excluded time period (from Saturday 00:00 to Sunday 23:59 or on a bank holiday) as an exception. This work may be subject to additional compensation on a case-by-case basis by way of a weekend loading/delivery charge and/or a bank holiday charge (see Table 1 at the end of this Operational Manual for details of the additional charges). Weekend / bank holiday surcharges are not applicable if the change of hours was initiated or caused by Carrier (i.e. the planned collection/delivery was not a weekend/bank holiday).

Should the excluded periods or other circumstances prevent Carrier from loading and / or delivering on the agreed date, Carrier should inform the TCT before accepting the Transport Order. As a consequence, the TCT reserves the right to withdraw the Transport Order on Customer's behalf upon receiving such information (with no compensation or cancellation charge being payable to Carrier in such circumstances) and use an alternative carrier as a replacement to keep to the required loading/delivery date.

2.3. Equipment

Carrier is obliged to provide the agreed equipment as detailed in the Transport Order or the Charging Schedule. Any change to this equipment requires the prior written consent of TCT before the next scheduled loading date. Any such change may cause additional costs at the place of loading or unloading, which will be met by Carrier.

If incorrect equipment is provided, Carrier acknowledges and agrees that the driver's assistance might be required during the loading and/or unloading process and Carrier shall ensure that the driver cooperates accordingly with any instructions provided by warehouse employees. If Carrier will provide inappropriate equipment, Customer might reject the truck and will have no liability for any resulting costs incurred by Carrier.

Carrier shall ensure that any means of transport used for the carriage of goods shall (a) be in a good, clean and hygienic condition with no residual of smell/bad aroma; (b) regularly cleaned, serviced and well maintained in a condition which ensures that the goods are at no risk of being damaged in any way during transport; and (c) meet the following requirements, as applicable (such requirements are attached to the Supply Agreement):

- Carlsberg Technical Requirements Raw Packaging and FP Goods.
- Carlsberg Technical Requirements Bulk Transport Container.
- Technical Transport Requirements for Malts and Cereals.

These requirements include a list of prohibited materials that must not have been previously transported by the vehicle that is fulfilling the Transport Order. In any event, the previous load carried by such vehicle should not have any negative impact on the goods being transported for Customer. Carrier is obliged to maintain records evidencing that it has complied with these requirements and to provide them to Customer upon request. Carrier may not impose any additional charge for complying with such a request.

Carrier shall ensure that the goods are not damaged in any way during transportation by contamination, rain, dust, heat or frost. If needed, Carrier must use trailers which are insulated and/or temperature controlled to protect the goods.

The interior and exterior of the truck / trailer / container / train must not contain any holes, deformities, intrusions or foreign objects that might damage the goods or cause a safety issue.

Transport equipment must be rejected when its damaged or infested. Records of rejection with details of the non-conformity observed are maintained and retained according to local requirements.

2.3.1. Seals

The carrier is responsible for providing a transport equipment which is capable of being sealed. In order to ensure the goods' integrity, the equipment transporting the goods should be protected by a high security bolt seal. The seal number must be recorded on the transport document. The seals must be intact upon arrival and before unloading. The security seal should only be broken by, or with the approval of, an authorized party. In the case of an emergency, written consent from the TCT is required to break the seal. Any changes to the condition of the seal should be clearly marked in the CMR document and there must be appropriate records that describe the reason for the change. Upon arrival at the destination warehouse, the security seal numbers should be verified against the dispatch paperwork (CMR document). If there are any non-conformities in that matter carrier will be informed by Customer.

Trailer has to be equipped with a security cable/wire, which should be secured in position after each loading together with the seal.

All type of shipments are sealed by Carlsberg - FTL but also LTL. If the transport is LTL (less than truck load) then driver is allowed to break the seal at intermediate point (at cross dock or another pickup place) and has to write this fact in CMR document (eg. "LTL part load").

2.3.2. Parking spots

The means of transport being used may only stop at manned car parks. Carrier is allowed to park a loaded vehicle at a secure car park e.g. a 24-hour gas station, motel, hotel or customs office which is located along an international or domestic road (marked with one, two or three digits) covered by the itinerary otherwise, the driver must not leave the means of transport unattended for more than 60 minutes.

2.3.3. Reloading

Unless otherwise agreed with Customer, Carrier is not allowed to reload the goods.

2.3.4. Temperature controlled carriage

For any temperature controlled, non-bulk transportation, the default temperature throughout transportation must be maintained at between +5 to +15 Celsius degrees, unless the Transport Order states otherwise.

For any temperature controlled bulk transportation, the default temperature at which the vehicle must be maintained throughout the transportation will be determined by reference to the relevant Transport Order.

2.4. Loading

Carrier is responsible for the load safety during transport according to applicable laws and regulations. The driver, acting on behalf of Carrier, must make the vehicle available for loading at the indicated loading bay. Loading also includes fastening and securing the load to avoid any shifting or damage to the extent that the driver is reasonably able to do this by him/herself. The driver is obliged to control the distribution of the weight over the axles, and check the apparent/visible condition of the goods, and promptly report any damage. The driver is also responsible for locking the vehicle.

The driver, accepting the goods, must sign the CMR document. By signing it, the driver agrees, on behalf of Carrier, that the cargo has been accepted in accordance with the delivery documents for transport, without any externally visible shortages or damages.

Carrier should notify the TCT without undue delay, and in any event by no later than the time at which the load leaves the premises of Customer or a third party, if:

- there are any discrepancies between the information stated in the CMR document or the Transport Order and the loaded goods,
- the goods' packaging is not fit for transportation,
- the total allowable mass of the vehicle is exceeded,
- there are any other differences with the instructions provided.

If the driver is not permitted to participate in the loading process by Customer's or a third party's personnel, then the driver must note this on the CMR document. It should also be noted if there are any apparent issues with the condition and/or packaging of the goods.

Carrier will ensure that its driver complies with all loading site procedures and security / health and safety instructions.

2.4.1. Minimum requirements for load securing

Sufficient means of securing a load must be provided with the trailer and be suitable for use with the relevant trailer type. Every means of transport should be provided with at least:

- 16 securing belts (min. 500daN).
- 32 plastic corners.
- 2 stop bars
- Non-slip mats

Securing straps must not be allowed to hang freely. The load is considered secured as long as there is a physical barrier preventing the load from tipping over/moving during transit (e.g. a load bar/stop bar or a strap stretched across the width of the trailer to restrain the load effectively).

In case of equipment with a rigid body the requirements are at least:

- 2 stop bars.
- 4 extension poles.

If means for securing the load are not provided, the vehicle may be rejected by Customer and the Transport Order cancelled, without Carrier having any right to claim a cancellation charge and without any liability on the part of the Customer. Customer reserves the right to charge Carrier for any additional costs incurred by it as a result of it having to instruct a third party to complete that Transport Order.

In addition, Carrier must comply with any specific loading requirements for a particular Lane, described in the Lane Remarks.

2.5. Documentation

Carrier is obliged to provide all documentation relating to a delivery reasonably requested by Customer and without additional cost. Copies of documents should be sent in a format reasonably requested by Customer.

In case additional documents are needed for tax and/or customs clearance purposes, Carrier will supply these documents promptly on demand, e.g. proforma invoices.

2.5.1. GPS / thermograph data

Customer may request from Carrier the truck/trailer GPS transmitter record and thermograph printout. Carrier undertakes to deliver such GPS/thermograph data to Customer, without undue delay or any additional charge.

3. KPI's - Performance evaluation

In order to achieve and maintain a high quality customer service, KPI targets – Key Performance Indicators – will be used as measures of the quality of Carrier's performance. KPI, Termination Performance Levels, Minimum Performance Targets and consequences of non-compliance are valid throughout the duration of the Supply Agreement. This performance evaluation covers all collections and deliveries by Carrier pursuant to the Supply Agreement, including spot source and once off orders.

CSC reserves the right to redefine the OTC and PFO KPI targets once a year throughout the duration of the Supply Agreement.

The below table describes each Key Performance Indicator, its method of measurement, the Minimum Performance Target, the Termination Performance Levels, the required actions should certain triggers be met, and the consequences of non-compliance.

KPI - Key Performance Indicator	Method of measurement*	Frequency of measurement	Minimum Performance Target	Trigger points	Action	Consequence of non-compliance
Transport Order Acceptance ¹	Number of Transport Orders delivered (and not rejected) on contracted Lanes ² within the contracted capacity in given month expressed as a percentage of the total number of Transport Orders placed in that month on contracted Lanes within the contracted capacity.	Monthly	99.00%	Performance in line with Minimum Performance Target >99.00% but less than 100%	Mitigation plan for underperforming Lane/Lanes to be provided by Carrier and approved by Customer - at the TCT's request. Approved plan then to be promptly implemented by Carrier	-
				Performance below Minimum Target Performance <98,99%	Mandatory mitigation plan for underperforming Lane/Lanes to be provided by Carrier (within 7 calendar days from receiving the KPI report for the relevant month) and approved by CSC. Approved plan then to be promptly implemented by Carrier. The TCT may introduce weekly KPI reviews.	Non-negotiable compensation of 250 EUR to be deducted from the Charges for each Transport Order rejected below the Minimum Performance Target. Compensation will be aggregated and deducted from Carrier's invoices at the end of each quarter. If Carrier fails to get its performance back above the Minimum Performance Target in each of the next three consecutive months after the introduction of the mitigation plan or fails to provide one, Customer may terminate the Supply Agreement or remove the underperforming Lane/Lanes without thereby incurring any liability to Carrier.

¹ By way of example, Carrier has rejected 6 orders in the previous month and 248 orders were delivered, which means that 254 orders were placed. Calculation of order acceptance based on orders delivered/placed: $248/254=97.64\%$. In calculating any compensation that is due the difference between 99% and 97,64%, being 1,36%, is applied to the total number of orders placed and then rounded up (1.36% of 254 equals 3,46 orders, rounded up to 4), such that the compensation payable would be €1000.

² i.e. not spot source or once off Transport Orders

				Termination Performance Level - <90,00%		Non-negotiable compensation of 250 EUR to be deducted from the Charges for each Transport Order rejected below Minimum Performance Target. Compensation will be aggregated and deducted from Carrier's invoices at the end of each quarter. If (a) Carrier fails to get its performance back above the Termination Performance Level in each of the next three months after the month when the performance first fell below the Termination Performance Level, or (b) performance falls below the Termination Performance Level four times in any twelve month period, CSC may terminate all or part of the Supply Agreement without thereby incurring any liability to Carrier.
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OTC – On Time Collection	Number of Transport Orders collected within the expected time window in a given month / Total number of Transport Orders collected in a that month.*	Monthly	93.00%	Performance in line with Minimum Performance Target >93.00% but less than 100%	Mitigation plan for underperforming Lane/Lanes to be provided by Carrier and approved by Customer - at the TCT's request. Approved plan then to be promptly implemented by Carrier	-
				Performance below Minimum Performance Target <92,99%	Mandatory mitigation plan for underperforming Lane/Lanes to be provided by Carrier (within 7 calendar days from receiving the KPI report for the relevant month) and approved by CSC. Approved plan then to be promptly implemented by Carrier. TCT may introduce weekly KPI reviews.	If Carrier fails to get its performance back above the Minimum Performance Target in each of the next three consecutive months after the introduction of the mitigation plan or fails to provide one, Customer may terminate the Supply Agreement or remove the underperforming Lane/Lanes without thereby incurring any liability to Carrier.
				Termination Performance Level <91.00%	-	If (a) Carrier fails to get its performance back above the Termination Performance Level in each of the three consecutive months after the month when the performance first fell below the Termination Performance Level or (b) performance falls below the Termination Performance Level four times in any twelve month period, Customer may terminate all or part of the Supply Agreement without thereby incurring any liability to Carrier.

PFO – Perfect Freight Order (On-time-delivery + no reported claims)**	Number of Transport Orders delivered in full (goods not damaged/not missing) within the expected time window in a given month / Total number of Transport Orders delivered in that month.	Monthly	93.00%	Performance in line with Minimum Performance Target >93.00% but less than 100%	Mitigation plan for underperforming Lane/Lanes to be provided by Carrier and approved by Customer - at the TCT's request. Approved plan then to be promptly implemented by Carrier	-
				Performance below Minimum Target Performance <92.99%	Mandatory mitigation plan for underperforming Lane/Lanes to be provided by Carrier (within 7 calendar days from receiving the KPI report for the relevant month) and approved by Customer. Approved plan then to be promptly implemented by Carrier. The TCT may introduce weekly KPI reviews.	If Carrier fails to get its performance back above with Minimum Performance Target in each of the next three consecutive months after the introduction of the mitigation plan or fails to provide one, Customer may terminate the Supply Agreement or remove the underperforming Lane/Lanes without thereby incurring any liability to Carrier.
				Termination Performance Level <91.00%	-	If (a) Carrier fails to get its performance back above the Termination Performance Level in each of the next three consecutive months after the month when the performance first fell below the Termination Performance Level; or (b) performance falls below the Termination Performance Level four times in any twelve month period, Customer may terminate all or part of the Supply Agreement without thereby incurring any liability to Carrier.

(**) Non-compliance not related to Carrier's performance is excluded.

Throughout the duration of the Supply Agreement, Carrier's performance will be evaluated using the KPI's on a monthly and year-to-date basis, and both at an individual Lane level and cumulatively for all transports loaded and delivered within the given time period. The KPI report will be provided to Carrier on a monthly basis by the TCT.

4. Additional charges and compensations

4.1. Waiting Time Charges (demurrage)

Payment by Customer of any waiting time charges in accordance with this Paragraph 4.1 will be Carrier's sole and exclusive remedy for any delay in loading or unloading caused by Customer or any third party acting on behalf of Customer. Unless otherwise regulated by applicable local law, the waiting time charges outlined herein shall apply.

4.1.1. Waiting Time Charge (demurrage) - non-bulk Transport Orders

For non-bulk Transport Orders, the Charges include 3 hours for loading operations and 3 hours for unloading operations.

In certain circumstances, Customer may agree, on a case-by-case basis, to compensate Carrier for waiting time costs at a tariff of 30 EUR per hour, after:

- Expiry of 3 hours from the agreed time slot at the loading place.
- Expiry of 3 hours from the agreed time slot at the unloading place.

Only completed periods of 30 minutes may be charged. The maximum compensation per 24 hours is 300 EUR.

The maximum compensation for an entire weekend is 400 EUR.

The following requirements must met for any waiting time claim to be considered by the TCT on Customer's behalf, otherwise Carrier acknowledges and agrees that it will be rejected and be deemed to have been waived by Carrier:

- In all cases Carrier must be operating in accordance with the contracted collection and delivery date and time relating to the Transport Order in question.
- Claims for waiting times will only be considered if they arise as a direct result of the failure of the (un-) loading location to comply with the agreed appointment time/day.
- If the loading or unloading cannot be completed within the agreed appointment time, Carrier must inform the TCT immediately and in any event within 1 hour of the delay occurring.
- Potential waiting hours will only be calculated from the time slot booked onwards.
- Carrier must ensure the vehicle arrives ON TIME at the site according to the slot booked Early arrivals will not be taken into consideration.
- Any deviation from the requested loading/unloading dates and times needs to be reported to the TCT.
- There must be no deviation from the type of equipment required to fulfil the Transport Order.

Carrier must notify the TCT about any waiting time occurrence via email immediately and in any event no later than 1 hour from the start of the delay, and submit a waiting time claim in an amount calculated in accordance with the above rules, no later than 3 working days from the occurrence. If Carrier fails to do so, Carrier acknowledges and agrees that any waiting time claim will be rejected/waived in full.

As proof of a waiting time claim, Carrier must submit to the TCT a clearly signed and legible, dated copy of the CMR document, forwarding advice or waiting time card, including the name and function of the person who signed it, and the exact time of arrival and departure of the vehicle.

If for any reason not attributable to an act or omission of Carrier, a copy of any of the above mentioned documents is unavailable for inspection within 3 working days of the occurrence, GPS proof can be provided instead, providing it clearly states the time of Carrier's arrival and departure at/from the place of loading or unloading.

4.1.2. Waiting Time Charge (demurrage) – bulk Transport Orders

For bulk Transport Orders, the Charges include 4 hours for loading and 4 hours for unloading operations.

In certain circumstances, Customer may agree, on a case-by-case basis, to compensate Carrier for waiting time costs at a tariff of 50 EUR per hour, after:

- Expiry of 4 hours from the agreed time slot at the loading place.
- Expiry of 4 hours from the agree time slot at the unloading place.

Only completed periods of 30 minutes may be charged. The maximum compensation per 24 hours is 500 EUR. The maximum compensation for weekends is 650 EUR.

The requirements detailed in Paragraph 4.1.1 must be met in full for any waiting time claim to be considered by the TCT on Customer's behalf, otherwise Carrier acknowledges and agrees that it will be deemed to have been waived by Carrier in full.

4.1.3. Waiting Time Charges (demurrage) at customs

Additional charges for waiting time at Customer's appointed customs agent will be applied as per the mechanism outlined in Paragraph 4.1.1. and 4.1.2, as relevant. Additional charges will not be payable for:

- waiting time at non-Customer appointed customs agents
- delays caused by Customs Border Controls or official inspections of vehicles or documentation, unless the delay results directly from a failure of Customer or TCT.

4.2. Cancellation charges

Where a Transport Order has to be cancelled by Customer after acceptance by Carrier, the TCT will inform Carrier as soon as is reasonably practicable given the reason for the cancellation.

Customer will have no liability to Carrier for any such cancellation save to the extent set out below:

- If a Transport Order has been cancelled before it has been accepted by Carrier, no cancellation charges will be payable by Customer.
- If a Transport Order has been accepted by Carrier and cancellation is then communicated by the TCT within 2 hours of time at which that Transport Order was accepted, no cancellation charges will be payable by Customer.
- If a Transport Order has been accepted by Carrier and is cancelled by the TCT more than 2 hours after the time at which that Transport Order was accepted, a cancellation charge may be payable by Customer to Carrier as follows (unless any other provision of this Operational Manual states that Customer may cancel the Transport Order in the relevant circumstances without any liability to Carrier):

Transportation mode	Point at which cancellation occurs	Compensation / cancellation charge
Applies to non-bulk transports	On the loading day	50% of the applicable Charge
	The day prior to loading and after 14:00 CET	30% of the applicable Charge
	The day prior to loading and before 14:00 CET	No compensation

Applies to bulk transports	Up to 24 hours before the loading day	70% of the applicable Charge
	24-48 hours before the loading day	50% of the applicable Charge
	48-72 hours before the loading day	35% of the applicable Charge

Payment by Customer of any cancellation charge in accordance with this Paragraph 4.2 will be Carrier's sole and exclusive remedy for any cancellation of a Transport Order by Customer.

4.3. No show compensation

By accepting a Transport Order submitted by the TCT via email or the TMS system, Carrier is obliged to fulfil that Transport Order within the applicable time windows on the loading and delivery dates. In the event that Carrier becomes aware of circumstances that might put compliance with these time windows at risk, this must be reported to the TCT by Carrier via e-mail immediately and in any event no later than 1 hour after discovery of such circumstances by Carrier.

If Carrier fails to show at either the loading or unloading place on the agreed date and it has not notified the TCT about the expected delay, no show compensation of 200 EUR will be payable by Carrier to Customer, without prejudice to any other right or remedy Customer may have. No show compensation payments will be aggregated and deducted from Carrier's invoices at the beginning of each month, when creating monthly Billing Proposal or on-time of occurrence on lanes where carrier issues single invoices. No show compensation is applicable to all types of Transport Order including spot sources and once offs.

4.4. Multi-stop / Diversion charge

Customer will only consider claims for additional stops, distance or hours where costs have been incurred as a result of a diversion authorized in advance by the TCT. No additional charge may be claimed for deviations or delays caused by authorities inspecting vehicles or loads during transit.

5. Fuel surcharge (FS) policy

The following rules will apply with regards to fuel surcharges:

- The index to be used as a reference point can be found as follows: https://ec.europa.eu/energy/observatory/reports/Oil_Bulletin_Prices_History.xlsx – the relevant tab in the file is "Prices with taxes, EU".
- Base rate: **EUR 1'600,00 per 1000l** – being the average rate for the 27 EU countries
- The fuel surcharge will be calculated on a weekly basis.
- The first adjustment will be calculated based on data collected during the first week of the Supply Agreement and will be applied to the Charges in the following week.
- The fuel surcharge applies to agreed freight rate only (excl. any extra costs).
- The adjustment does not apply to spot source and once off Transport Orders.
- The agreed proportion of fuel in the total Charge (the lane rate) is 25%.

The fuel adjustment will be calculated as follows:

- Weekly oil bulletins are allocated to a week based on their published dates (e.g. bulletin issued in week 15 with date 11.04.2022 will be included in the calculation for the adjustment to be applied in week 16). The fuel surcharge is calculated on a weekly basis every Thursday for the following week–this depends also on timeliness of the reference point index update by EU.
- Fuel surcharge can be positive or negative – that depends on the fuel price trend compared with previously mentioned base rate. The average price from the previous calendar week is the reference for the fuel discount or surcharge for the following calendar week.

Example: average fuel price in particular week is €1'807,00 which equates to a difference of €157,00 compared to the €1'650,00 base line i.e. a difference of +9,52%. Fuel charge will be applied as follows: The agreed proportion of fuel in the total Charge (the lane rate) is 25%. The fuel surcharge in the example above will be 25% of +9,52% = +2,38%, which will be applied to the Charges for the following week.

- The fuel discount or surcharge will be stated as a separate line on each invoice.
- These amendments to the Charges will not require a written addendum to the Supply Agreement, but will be agreed by Carrier and Customer via email.

6. Emissions Trading System (ETS) policy

The following rules will apply with regards to emissions trading system policy for shipping:

- The charge is agreed by TCT and Transport Supplier on lane level.
- ETS charge is added on top of allocated freight rate, fuel surcharge and any other extra costs.
- The deadline for ETS charge submission to dedicated SPOC from TCT team is always WD15 of each month for the following month.
- The adjustment does not apply to spot source and once off Transport Orders.
- If ETS charge is not submitted to TCT within the above specified deadline, no ETS charge will apply.

7. Safety rules

Carrier is obliged to fulfil its obligations under the Supply Agreement in compliance with all applicable laws and regulations relating to health, safety and the environment (including any special measures relating to the COVID-19 virus).

The below safety requirements must be adhered to by Carrier (including any sub-contractors) at all times whilst providing the Services to ensure yard and road safety is maintained at the highest standard possible.

- Drivers must comply with general rules and safety standards on site, such as traffic plans, road signs, and speed limits on the approach roads and inside the collection/delivery locations.
- Only drivers are authorized to enter the collection/delivery locations.
- Carrier must maintain a high standard of housekeeping at the job location at all times, including by not leaving waste on site.
- Carrier must not perform maintenance work on vehicles etc. on site.
- Smoking is only allowed in designated smoking areas.
- Drivers must be dressed in the following appropriate clothing which has to be provided by Carrier at his cost: high visibility jackets/vests (EN ISO 20471), trousers, safety shoes (S3 type EN ISO 20345) and helmets (EN 397) or bump caps (EN 812). Any personal protective equipment specifically relating to the COVID-19 virus should also be provided by Carrier to drivers (until it is requested at Carlsberg).

All accompanying persons or unequipped drivers will not be allowed to enter the collection/delivery sites.

Carrier shall nominate a member of its management to act as its health, safety and environmental representative.

Wherever possible, Carrier shall ensure that its drivers speak English and/or the local language of the country where the Customer is located. Where this is not possible, Carrier shall provide a phone number of a single point of contact, who is able to speak English and the language of the driver, and is available 24/7. This person may be contacted when, for example, Customer needs support in its communication with the driver on site.

Carrier's employees must be informed and trained by Carrier on the health, safety and environmental rules of Customer's sites they enter and Carrier must ensure they comply with these rules at all times.

Carrier shall ensure that its employees use PPE as specified above (safety shoes, high visibility jackets/vests, safety shoes and helmets or bump caps) and respect traffic rules on site (traffic routes, pedestrian pathways, plans of circulation, speed limits, signs etc.).

At sites where night loading is not allowed, the vehicles shall wait outside Customer site in a parking space chosen by Carrier, at a distance that protects neighboring citizens from noise.

All incidents at Customer's premises resulting in medical treatment, restricted work or medical leaves, must be investigated. Customer will coordinate the incident analysis process, with active participation and cooperation from Carrier's health, safety and environmental representative. Carrier shall immediately report in writing to Customer all accidents arising out of or in connection with the performance of the Services on or off any of Customer's sites which cause death, personal injury or property damage, or any near miss, giving full details and statements of witnesses.

If any claim is made by anyone against Carrier on account of any incident arising out of the performance of the Services, Carrier shall promptly give full details of the claim in writing to Customer. Carrier will co-operate to the extent reasonably required by Customer in any investigation carried out by Customer into any such incident including, but not limited to, by making available witnesses for interview, and copies of any documents reasonably requested by Customer and reasonably considered necessary by Customer for the purposes of conducting its investigation.

If, in the reasonable opinion of Customer, the Services or Carrier's methods of working do not comply with relevant health, safety or environmental requirements, the Services will (at Customer's option) be stopped and not resumed until matters have been rectified or modified to the reasonable satisfaction of Customer. Customer will not be liable to pay for the Services during any such period of suspension.

Additional, specific requirements relating to health, safety and the environment must be agreed with Customer's Central Quality and Transportation Department for each collection / delivery site.

7.1. Driver conduct expectations

Any misconduct by the driver on site and/or in relation to him/her not obeying site safety rules will not be tolerated and will be immediately reported to Carrier. Carrier acknowledges and agrees that drivers who do not comply with Customer's regulations will be removed from site and banned from making future deliveries. Carrier will be liable for all resulting delays.

Drivers can be asked to go through sobriety check at some of Carlsberg's locations. Such checks can be conducted on drive-in and/or drive-out gate. Legal grounds for such cases are local laws and regulations.

Customer reserves the right to provide Carrier with a list of drivers whose conduct it is not satisfied with, along with a justification. Carrier will ensure that each driver whose name is on the list does not carry out Services pursuant to a Transport Order from the date Carrier is notified of the identity of that driver.

7.2. Detailed safety rules

Carrier will comply with the following detailed safety requirements:

General safety rules



Drivers must comply with general rules and safety standards on sites such as traffic plan, road signs, travel speed on the approach roads and inside the factories.



Smoking is only allowed in designated smoking areas



It is forbidden to be under the alcohol influence

Drivers must be dressed in complete clothing:



High visibility jacket



Safety shoes – S3 type



Helmet or bump cap

Safety rules: loading & unloading



Drivers should climb up a ladder in order to get into loading space of the trailer (available at Carlsberg' warehouses).

It is forbidden to escalate by themselves or jump from the trailer.

Safety rules: loading & unloading



Driver is obliged to put double chocks (both side of the tyre) before loading and unloading.

During loading and unloading operations it is forbidden to stay at trucks cabin.

Safety rules: loading & unloading



Driver must use 3 points of contact when getting in/out the cabine and trailer.

Safety rules: loading & unloading



During loading or unloading actions using forklift, Driver is obliged to stay in the designated/marked/fenced area and if not defined, then in safe distance but not less than 5m from the forklift. After the forklift leaves, Driver can continue activity near the trailer till its back



Quality check of loaded goods could be done while forklift driver stops by the trailer and is not performing any maneuvers to place the pallets on the trailer.

Safety rules: loading & unloading



Helmets / Bump caps are mandatory to wear while loading and unloading trucks. Driver is obliged to use utensils facilitating establishing and removing of side boards.



8. Customs

Customer reserves the right to impose the mandatory use of pre-agreed Customs Representatives and agencies for customs clearance. Please, see relevant Lane Remarks for further details. In such circumstances, Carrier is obliged to use the defined Customs Representative throughout the duration of the Supply Agreement.

The same rule applies to digital notification of transport and customs data to the authorities before border crossing, to the extent it is governed by law and/or described in the Lane Remarks.

Carrier shall on behalf of the Customer and free of any charge send a Customs Order to the Customs Representative in good time before border crossing. The Customs Order shall specify the services to be delivered by the representative. It shall include the requested Transport Details and the necessary Shipment Documents for the applicable customs procedure, as defined in the Lane Remarks.

Shipment Documents shall be presented as system generated PDF-files or in electronic formats as prescribed in the remarks. Scanned files must be presented in colours and a high-resolution format (minimum 300 dpi).

Customs Order shall be placed in the Customs Management System (if available) and/or according to the standard procedures of the Customs Representative. If there are any changes in the Transport Details after the Customs Order has been placed, Carrier must update the Customs Representative without any delay.

Initiation of transit declaration (issuance of T-document) in the departure country shall be undertaken by Carrier at its own cost. T-document must be sent to the Customs Representative (or the responsible party for discharging the transit) immediately after issuance together with the other Shipment Documents.

If the seller of the goods does not provide the CMR document for the shipment, Carrier shall issue this consignment note without any additional charges.

Carrier is responsible for printing and handing out the required transport and customs documents to follow the consignment. If the document hand-out cannot be coordinated with a party at the loading place or a terminal, the Carrier must order document hand-out by a forwarding agent at its own expense.

Furthermore, Carrier shall provide the driver with a clear and unambiguous instruction for customs clearance and document handling at border crossing out of / into different countries and customs areas, including any reference numbers to be used.

It is the responsibility of Carrier to ensure that any official customs seals with the correct id-numbers remain intact on the loading unit upon arrival to the destination country. The customs seals can only be removed by the customs authorities or a competent party with approval to act on behalf of the authorities.

If any factory seals or other seals used on the loading unit are indicated on the T-document with id-numbers, they must be treated in the same way as customs seals.

By the driver's failure to comply with the laws and regulations for border crossing or deviation from the instructions provided in Lane remarks, Carrier alone will be liable for extra charges to solve the situation and imposed penalty fees by the authorities. The same applies to deviations from the instructions given by the Transport Control Tower and the Customs Representative.

In such events, Carrier must consult the Customs Representative and take corrective action immediately. Moreover, the Transport Control Tower is to be kept informed.

No separate costs will be accepted by Customer for placement of Customs Orders, issuance of T-documents or CMR documents, notification of Transport Details, forwarding of Shipment Documents, dialogue with Customs

Representative or printing and hand-out of documents related to customs clearance. Such costs should be factored into the freight charge.

9. Incoterms

When purchasing the goods, Customer transacts on the basis of INCOTERMS 2010 or 2020.

10. Transport Order execution systems

Due to the complex level of customer service provided by the TCT and the flow/diversity of Transport Orders within the Carlsberg Group, Transport Order execution is handled by the TCT in two systems:

- a Transport Management System (**TMS**) web portal,
- offline, via email exchange,

referred hereinafter as TMS and Non-TMS. The Transport Order execution system is determined at an individual Lane level for contracted Lanes³ and can be found in the Lane Remarks. Additionally, which Transport Order execution system is used impacts the settlement mode for the sums dues in respect of the Transport Orders (see Paragraph 10.).

The TCT reserves the right to change the Transport Order execution system for an individual Lane throughout the duration of the Supply Agreement by giving notice to Carrier.

10.1. TMS executed Lanes.

For certain individual Lanes, Carrier is obliged to use the TMS web portal for Transport Order execution.

Transport Order processing on TMS executed Lanes requires Carrier to pro-actively interact with the TCT via the TMS web portal. Carrier is obliged to perform various system activities, both in relation to:

- Transport Order execution: Transport Order confirmation (on a daily basis) and providing required information / data (on a daily basis, for example, vehicle plate numbers).
- Transport Order settlement (if applicable): billing proposal approval (on a monthly basis, see Paragraph 10).

Certain individual Lanes may require other activities, like executing system proof of deliveries.

For all information available in the TMS, it is to be assumed that the CET time zone is being used.

The ultimate aim of Customer is to migrate all Transport Order execution to the TMS. As a result, the TCT reserves the right to adjust the extent to which Carrier is obliged to carry out activities on the TMS at an individual Lane level throughout the duration of the Supply Agreement in order to achieve the desired level of data optimization.

At Carrier's request, the TCT can attempt to establish an EDI link between the TMS web portal and Carrier's transport management system, which will allow Carrier to receive and accept the TMS executed Transport Orders directly into Carrier's system.

Additionally, the TMS web portal is used for spot source and once off Transport Orders, where Carrier is able to place a bid for these Transport Orders and, where it wins a freight auction, to receive those Transport Orders.

³ i.e. not spot source or once off Transport Orders

Each Party shall use all reasonable endeavours to ensure that, in the course of providing or receiving the Services and otherwise in connection with the performance of its obligations or the enjoyment of its rights under the Supply Agreement, it does not introduce any computer viruses, worms, software bombs or similar items into any of the other Party's IT systems.

10.1.1. TMS access

The TMS is a web portal, accessed via a web browser. Equipment required to use the TMS includes:

- a computer with internet access,
- an installed web browser – recommended: Google Chrome.

To login to the TMS, Carrier should copy the below URL address into its web browser:

<http://carlsbergtms.carlsberggroup.com>

The TCT will provide Carrier with a TMS user manual and system logins, and Carrier shall keep these logins confidential. TMS access issues should be reported by Carrier to the TCT no later than 1 hour after the access issue arises, to ensure a timely information flow between the TCT and Carrier. If a TMS access issue, not reported to the TCT by Carrier, prevents Carrier from properly executing a Transport Order, the TCT reserves the right (on behalf of Customer) to decline any subsequent claim for compensation for any resulting costs or losses incurred by Carrier.

Carrier agrees that it shall not by virtue of this Paragraph 9 or otherwise under the Supply Agreement acquire any rights to any intellectual property rights in the IT Systems of CSC or the Customer.

10.2. Non-TMS executed Lanes

For Non-TMS executed Lanes, Carrier is not obliged to interact with the TMS web portal in order to execute Transport Orders. Transport Order execution is done via email exchange between the TCT and Carrier.

11. Invoicing procedure

The following invoicing procedure applies unless stated otherwise in the Supply Agreement for any particular Lane. Likewise, the default invoicing currency is EURO unless otherwise stated.

All costs incurred by Carrier in complying with the procedure must be included in the Charges.

For spot source and once off Transport Orders, the payer and settlement mode will be indicated by the TCT on relevant the Transport Order.

11.1. Settlement mode

The settlement mode for Transport Orders executed by Carrier is determined at an individual Lane level and depends on the payer. The payer is indicated in the Lane Remarks or in the Transport Order for spot source and once off Transport Orders.

There are two types of settlement mode:

- Collective monthly invoices – Carrier is obliged to provide a collective invoice for all Transport Orders delivered in the given month on the Lanes that have this as a requirement, and that were not included on any previous collective invoices.
- Single invoice per Transport Order – Carrier is obliged to provide a single invoice and CMR copy for each Transport Order after completing the delivery.

For the Lanes where CSC is indicated as the payer, the TCT will provide Carrier with a billing proposal in order to ensure the completeness and correctness of each invoice (see Paragraph 10.2. for further details).

A summary is set out in the table below.

Payer	Pre-billing	System	Settlement mode		Form of invoice
			Transport Orders other than spot sources / once offs	Transport Orders – spot sources / once offs	
CSC	Yes	TMS/offline	Collective monthly invoice	Included in the collective monthly invoice	Digital
GB (CMBC)	Yes	Offline	Collective monthly invoice	Included in the collective monthly invoice	Digital
CE&L	No	Offline	Single invoice per Transport Order	Single invoice per Transport Order	Digital
Country of Receiving Company: EE,LT,LV	No	Offline	Collective monthly invoice	Single invoice per Transport Order	Digital
Country of Receiving Company: SE,DK,FR,IT	No	Offline	Single invoice per Transport Order	Single invoice per Transport Order	Digital
Country of Receiving Company: BG,GR,HU,HR,RS					Digital & paper

11.2. Invoice procedure per Payer and settlement mode

The following explanations provide further details of the mandatory invoicing procedures reflected in the table in Paragraph 10.1. If additional explanation is required to ensure smooth and timely settlement of invoices, the TCT will provide Carrier with detailed guidelines via email at the beginning of the Supply Agreement or upon request. Carrier acknowledges and agrees that each payer may introduce changes to the invoicing procedure during the term of the Supply Agreement.

11.2.1. Collective monthly invoice: Payer CSC

11.2.1.1. TMS executed Lanes

For all Transport Orders managed via the TMS (including spot sources and once offs) and delivered in any given month the following mandatory invoicing procedure applies:

- On the 2nd working day of each new month a billing proposal (**BP**) will be made available on the TMS web portal. The issued BP will cover all Transport Orders managed on the TMS (including spot sources and once offs) in the previous month including any relevant fuel surcharge, additional charges and compensation.

- In certain circumstances, an additional BP will be issued for miscellaneous relevant additional charges and compensation that could not be included in above mentioned BP – the TCT will inform Carrier each time an additional BP is issued.
- Each BP has to be checked by Carrier and approved in the TMS if there are no discrepancies.
- In case any discrepancies are discovered in the BP, Carrier has to reject the BP in the TMS, and at the same time provide a proposed adjustment for the sums due in respect of the relevant Transport Order and add an appropriate comment in the TMS.
- The proposed adjustment in the TMS will be reviewed by the TCT and approved or rejected. The TCT's decision and its justification will be shared with Carrier via email.
- Carrier is obliged to settle on the correct BP value within 10 working days of the BP being made available in the TMS.
- Once the BP value is settled Carrier is obliged to issue one collective invoice reflecting the value stated in the agreed BP. In case 2 BPs are issued, Carrier is obliged to either consolidate the BPs' values in one invoice or issue 2 collective invoices and inform the TCT about its choice. Invoice needs to be sent till 11WD
- For each Transport Order a TCT Transport Order reference number and TMS Load ID number will be provided. Any invoice that does not correctly quote these numbers will be rejected. To ensure there is a smooth invoice process, Carrier must include the following text on the first page of the invoice: TCT CC 100811616.
- In case of any issues with a BP's value (e.g. incorrect Transport Order rate, Transport Order missing, etc.) Carrier has to contact its nominated TCT Transport Planner directly or at PLSMTCTTP@carlsberggroup.com.
- Invoices in pdf form must be sent to CSC_suppliers@carlsberg.com, CSC_suppliers_invoices@carlsberg.com, CC: PLSMTCTTP@carlsberggroup.com for verification.
- Invoices will not be processed further until the related BP is accepted in the TMS system by Carrier.

For detailed payer data, Carrier should review the Carlsberg Group Invoicing Requirements.

11.2.1.2. Non-TMS executed Lanes

For all Transport Orders relating to non-TMS executed Lanes (including spot sources and one offs) delivered in a given month the following mandatory invoicing procedure applies:

- On the 2nd working day of each new month a BP will be provided to Carrier by the TCT via email in the form of an Excel file. The issued BP will cover all Transport Orders relating to non-TMS executed Lanes (including spot sources and once offs) in the previous month including any relevant fuel surcharge, additional charges and compensation.
- Each BP has to be duly checked and approved by Carrier if there are no discrepancies.
- In case any discrepancies are discovered in the BP, Carrier has to contact its nominated TCT Transport Planner directly or at PLSMTCTTP@carlsberggroup.com.
- Any proposed adjustment must be provided to the TCT via email to be reviewed and consequently approved or rejected. The TCT's decision and its justification will be shared with Carrier via email.
- Carrier is obliged to settle on the correct BP value within 10 working days of the BP being provided via email.
- Once the BP value is settled Carrier is obliged to issue one collective invoice reflecting the value stated in the agreed BP.
- For each Transport Order a TCT Transport Order reference number will be provided. Any invoice not quoting the correct number will be rejected. To ensure there is a smooth invoice process, Carrier must include the following text on the first page of the invoice: TCT CC 100811616. Invoice needs to be sent till 11WD
- In case of any issues with a BP's value (incorrect Transport Order rate, Transport Order missing, etc.) Carrier must contact its nominated TCT Transport Planner directly or at PLSMTCTTP@carlsberggroup.com.
- Invoices in pdf form must be sent to CSC_suppliers@carlsberg.com, CSC_suppliers_invoices@carlsberg.com, CC: PLSMTCTTP@carlsberggroup.com for verification.

For detailed payer data, Carrier should review the Carlsberg Group Invoicing Requirements.

11.2.2. Collective monthly invoice: Payer is the Receiving Company in LT, LV, EE

For Transport Orders relating to both TMS and non-TMS executed Lanes delivered in a given month (excluding spot source and once off Transport Orders) the following mandatory invoicing procedure applies:

- On the 2nd working day of each new month a BP will be provided to Carrier by the TCT via email in the form of an Excel file. The issued BP will cover all Transport Orders (other than spot sources and once offs) relating to both TMS and non-TMS executed Lanes in the previous month including any relevant fuel surcharge, additional charges and compensation (unless the payer agrees otherwise).
- Each BP has to be duly checked and approved by Carrier, if there are no discrepancies.
- In case any discrepancies are discovered in the BP, Carrier has to contact PL SM TCTBaltics PLSMTCTBaltics@carlsberggroup.com
- Any proposed adjustment must be provided to the TCT via email to be reviewed and consequently approved or rejected. The TCT's decision and its justification will be shared with Carrier via email. Invoice needs to be sent till 11WD
- Carrier is obliged to settle on the correct BP value within 10 working days of the BP being provided via email.
- Once the BP value is settled Carrier is obliged to issue one collective invoice per payer reflecting the value stated in the agreed BP and send a copy to PL SM TCTBaltics PLSMTCTBaltics@carlsberggroup.com for verification.
- For each Transport Order a TCT Transport Order reference number will be provided. Any invoice not quoting the correct number will be rejected.

For detailed payer data, Carrier should review the Carlsberg Group Invoicing Requirements.

11.2.3. Collective monthly invoice: Payer is the Receiving Company in GB (CMBC)

For Transport Orders relating to both TMS and non-TMS executed Lanes delivered in a given month (excluding spot source and once off Transport Orders) the following mandatory invoicing procedure applies:

- On the 2nd working day of each new month a BP will be provided to Carrier by the TCT via email in the form of an Excel file. The issued BP will cover all Transport Orders (other than spot sources and once offs) relating to both TMS and non-TMS executed Lanes in the previous month including any relevant fuel surcharge, additional charges and compensation (unless the payer agrees otherwise).
- Each BP has to be duly checked and approved by Carrier, if there are no discrepancies.
- In case any discrepancies are discovered in the BP, Carrier has to contact PL SM TCTGB PLSMTCTGB@carlsberggroup.com
- Any proposed adjustment must be provided to the TCT via email to be reviewed and consequently approved or rejected. The TCT's decision and its justification will be shared with Carrier via email.
- Once the BP value is settled Carrier is obliged to issue one collective invoice per payer reflecting the value stated in the agreed BP and send a copy to PL SM TCTGB PLSMTCTGB@carlsberggroup.com for verification. Invoice needs to be sent till 11WD
- For each Transport Order a TCT Transport Order reference number will be provided. Any invoice not quoting the correct number will be rejected.

For detailed payer data, Carrier should review the Carlsberg Group Invoicing Requirements.

11.2.4. Single invoice per Transport Order: all payers

For all Transport Orders delivered on both TMS and non-TMS executed Lanes (including spot sources and once offs) the following mandatory invoicing procedure applies:

- A single invoice per Transport Order has to be provided by Carrier along with a copy of the CMR document (unless the payer agrees otherwise) after completion of the relevant delivery.
- Any fuel surcharge, additional charges and compensation have to be included on the invoice along with the Charges (unless the payer agrees otherwise).
- The invoice must include the correct TCT Transport Order reference. An invoice that does not include this reference will be rejected.
- Carrier is obliged to provide all single invoices to the payer in the required form (see the table in Paragraph 10.1).

For detailed payer data, Carrier should review the Carlsberg Group Invoicing Requirements.

12.Claim procedure / transport damage

12.1. Compliance

In case of any issues during loading, unloading or the duration of the carriage of the goods, or if there is any damage to the transported goods, Carrier is obliged to immediately (and in any event no later than 1 hour from discovery of the issue), notify the TCT about the circumstances surrounding the issue and follow any reasonable instructions given by the TCT.

In the event of an accident/collision during the course of the provision of the Services the driver is responsible for notifying the police. In the event that Carrier has reasonably determined that this is not necessary under applicable law, the driver is responsible for properly documenting the facts surrounding the collision/accident (photos, witness statement etc.).

In addition, Carrier is obliged to immediately notify the TCT of the collision, specifying the extent of the damage, the circumstances, the location of its occurrence and possible resolutions, and to provide photos to illustrate the situation. A written statement about the incident and the circumstances surrounding it should be provided by Carrier to the TCT no later than three days after its occurrence.

If the recipient of the goods has any reservations about their transportation when they arrive, including in relation to the condition of the shipment, or any shortages or damage, Carrier is obliged to check the condition of the goods with the recipient, and any issues must be recorded in detail in the CMR document and confirmed by the recipient.

Carrier shall promptly investigate all incidents of loss, damage or theft of goods to identify the root cause, the responsible party(ies), and future corrective and preventative actions, and shall promptly share such findings with Customer. Where necessary, Carrier and Customer may conduct a joint investigation of any major losses or incidents, and Carrier agrees to provide Customer with any assistance reasonably necessary to enable it to do so.

12.2. Damaged goods

Goods will be classified as damaged unless, when they arrive, they are clean, dry, with the foil and packaging intact, there are no signs of the goods having been cleaned or washed, and the goods are not frozen (this does not apply to goods required to be transported as frozen goods).

Loose products – without collective packaging – will be deemed to have been damaged and Carrier acknowledges and agrees that they cannot be delivered for onward sale.

12.2.1. Rules for submitting products for disposal and charging Carrier the value of transport damage:

12.2.1.1. Bottles (box, carton, pack):

- If the bottle pallet rolled over to the side or fell apart during transport – e.g. it contacted the ground - Carrier acknowledges and agrees that the entire pallet will have to be disposed of.

- If the pallet has only shifted, but the packaging remains intact and did not open, the goods can be sold as long as handling them does not constitute a H&S hazard in Customer's reasonable opinion and there is evidence that the goods are intact (i.e. no liquid and/or glass fragments), otherwise Carrier acknowledges and agrees that the entire pallet will have to be disposed of.
- Spillage of the entire load - Carrier acknowledges and agrees that the entire pallet will have to be disposed of.

12.2.1.2. Cans:

- If the can pallet rolled over to the side or fell apart during transport – e.g. it contacted the ground - Carrier acknowledges and agrees that the entire pallet will have to be disposed of.
- If a can has been dented or cracked resulting in flooding, Carrier acknowledges and agrees that the entire tray in question and any other trays that have been flooded will have to be disposed of.
- If a can has been dented in a pack, the entire tray and the trays that may have been flooded are to be disposed of.
- If undamaged cans have been flooded as a result of damage to other cans, Carrier acknowledges and agrees that the entire tray with flooded cans will have to be disposed of.
- Spillage of the entire load - Carrier acknowledges and agrees that the entire pallet will have to be disposed of.

12.2.2. Keg:

- In the event of a leaking fitting, damaged gasket, dented keg or broken handle, Carrier acknowledges and agrees that the keg will have to be disposed of.

12.2.3. Liquid in bulk:

- If there is a leak which is caused by a flaw in the tank or a damaged fitting, valve etc. as a result of which there is a loss of pressure in the tank, Carrier acknowledges and agrees that the liquid will have to be disposed of.

12.2.4. Others

- In the event of damage to goods caused by a leaking trailer tarpaulin, Carrier acknowledges and agrees that all wet products in multipacks or multiples thereof will have to be disposed of.

12.3.Fate of damaged goods

Goods that are damaged or not accepted by the recipient for any reason must be physically returned by Carrier at its expense to the location indicated by the TCT as soon as possible (and in any event not later than 14 days from the date of damage), except when a total loss occurs or a return is not physically possible.

Any scrapping of goods must be carried out by Carrier in accordance with any requirements reasonably specified by Customer.

Carrier acknowledges and agrees that Customer is unable to sell goods damaged during transport.

Payment of compensation by Carrier to Customer for any damage to goods does not pass ownership of those goods to Carrier.

Table 1 Additional cost specification

Cost type		Rate in EUR	Comment
Waiting time charges	non-bulk	30 EUR/hour, 300 EUR/day, 400 EUR/weekend	see Paragraph 4.1.1.
	bulk	50 EUR/hour, 500 EUR/day, 650 EUR/weekend	see Paragraph 4.1.2.
Customs clearance waiting time	non-bulk	See the relevant information set out elsewhere in this Operational Manual	see Paragraph 4.1.3.
	bulk		
Cancellation charges	non-bulk	See the relevant information set out elsewhere in this Operational Manual	see Paragraph 4.2.
	bulk		
Fuel costs		See the FSC policy set out elsewhere in this Operational Manual	see Paragraph 5.
Multistop		50 EUR	see Paragraph 4.4.
Weekend loading/delivery		75 EUR	For night, weekend and bank holiday collections/deliveries when there was no such requirement set out in the Charging Schedule or Lane Remarks
Additional distance		0'95 EUR / km	Extra distance on contracted lane (i.e. significant change of (un)loading place not indicated in the Transport Order)
Terminal costs/demurrage at terminal		30 EUR / day	7 (seven) calendar days on terminal free of charge
Hazardous		Upon request	For a hazardous shipment when no requirement to transport such goods is set out in the Charging Schedule or Lane Remarks
Team driver		Upon request	For using a second driver for an express delivery when such requirement is not set out in the Charging Schedule or Lane Remarks