



Bring E-commerce & Logistics

Standard Terms & Conditions for deliveries to and from the Nordic region.

Valid from 14 October 2024

Standard Terms & Conditions Bring E-commerce & Logistics

1. SCOPE

These standard terms apply to services that Bring E-commerce & Logistics AB, org.nr 556546-4939 ("Bring") provides for customer (the "Customer"), jointly the "Parties".

These standard terms are valid for shipments sent to and from the Nordic region.

All assignments are carried out by Bring according to:

- The Customer Agreement
- Bring's Service Terms ("the Service Terms")
- Bring's Standard Terms & Conditions (the "Standard Terms")
- The General Conditions of the Nordic Association of Freight Forwarders, currently NSAB 2015 ("NSAB")

If the provisions above contain contradictions, they shall take precedence in the order mentioned above. In the following, the Service Terms and the Standard Terms are jointly referred to as "the Terms". The Terms apply unless otherwise agreed in writing.

The latest version of this document shall always apply and is available at bring.com.

2. DEFINITIONS

- "Sender" refers to the party that hires Bring to transport a shipment, normally the Customer, alternatively another party acting on behalf of the Customer.
- "Recipient" refers to the addressee of the shipment, the person who receives the shipment or the person who collects the shipment.
- "Shipment" refers to parcels, pallets or other shipments that are handled in Bring's network.
- "Mybring" refers to Bring's self-service solution for creating and transferring EDI, printing transport labels, and tracking and following up on deliveries.

3. PRICES AND FEES

The Customer shall pay prices and fees as agreed. If there are no specially agreed prices, Bring's standard prices and price lists in effect at the time, shall apply, see bring.com. All prices and surcharges are stated exclusive of VAT.

Bring reserves the right to, in addition to the freight cost, charge fees for fuel surcharges and sulfur surcharges. Unless otherwise agreed in writing, Bring has the right to change these surcharges continuously, without prior notice to the Customer.

Bring also reserves the right to charge fees for seasonal surcharges during certain periods, for example in case of increased volumes or limited transport capacity. Bring must notify of seasonal surcharges by publication on bring.com at least 30 days before the entry into force.

4. PAYMENT TERMS

The Customer is invoiced according to what has been agreed. Unless otherwise agreed, Bring will invoice weekly in arrears, and the Customer must pay the invoice no later than 10 days from the invoice date. Obligation for payment always rests with the Customer, regardless of whether another invoice recipient has been agreed.

If payment has not been received on the due date, Bring reserves the right to refuse to provide further services, as well as charge a reminder fee and interest rate as stated on the invoice at the time.

If it comes to Bring's attention that the Customer's creditworthiness has deteriorated, Bring has the right to reduce the number of credit days or require advance payment, by notifying the Customer about this in writing.

5. ORDER AND EDI

All shipments shall be notified to Bring in advance via EDI transfer (Electronic Data Interchange). The Customer is responsible for ensuring that complete EDI information, according to Bring's applicable requirements and specifications at the time, is available to Bring before collection or drop-off of the shipment, see developer.bring.com.

EDI and transport labels can be created via:

- a) Mybring (Booking API or web interface)
- b) TA supplier, which is approved by Bring
- c) Other system, after agreement with Bring

The Customer is responsible for any third party or agent that the Customer engages to send EDI transfers to Bring.

In the event of delayed, incorrect or missing EDI information, Bring has the right to charge surcharges.

6. ADDRESSING

The Customer is responsible for ensuring that correct and complete delivery address, according to the recipient country's standard and format, is provided. Shipments may not be addressed to P.O box addresses or P.O box postal codes. In the event of incorrect addressing in EDI, Bring reserves the right to charge additional fees.

7. BULK SHIPMENT

7.1 Outgoing bulk shipment

Customers with larger parcel flows can send parcels as bulk shipment. Several parcels to several different recipients are then picked up and transported together on a pallet to a predetermined sorting terminal in the recipient country. Each parcel shall be packaged and labeled according to the terms of the selected service and, unless otherwise stated in the Service Terms, packed on a EUR pallet (120 cm x 80 cm, max. height 200 cm, max. weight 750 kg). At the sorting terminal, the pallet is split, whereafter each parcel is delivered according to the terms for the selected service. Parcels sent as bulk shipment across a customs border can be customs cleared together as one shipment.

7.2 Bulk return shipment

Customers with larger return parcel flows can also send return parcels as bulk shipment. Several parcels from different return senders are then collected at a predetermined sorting terminal in the sending country and returned to the Customer's return address together on a pallet, according to agreed return frequency. Pickup or hand-in of the return parcels are made according to the terms for the selected return service. Parcels returned as bulk shipment across a customs border can be customs cleared together as one shipment.

7.3 Volume requirements for bulk shipment

A bulk shipment shall, unless otherwise agreed in writing, include a minimum of 20 parcels per shipment and receiving sorting terminal or receiving return address.

8. MARKING AND SHIPMENT DOCUMENTS

The Customer is responsible for ensuring that shipments have sufficient documentation and labelling for the assignment to be carried out. Labelling of shipments must comply with Bring's applicable requirements and specifications, see developer.bring.com.

8.1 Transport label

A transport label, legible both by machine and manually, must be attached clearly visible on each parcel and pallet.

- The label shall be attached without creases, on a flat surface, and must not be attached so that the barcode ends up over a joint, around an edge or around a corner.
- The label must not be covered in whole or in part by, for example, tape, ribbons, another label, reflective plastic pocket etc.
- The label must not be covered with plastic film, if not completely smooth and close to the label.

8.2 Routing label and CMR

All bulk shipments, as well as pallets to and from abroad, must be supplemented with routing label and CMR/waybill.

8.3 Customs documents

Shipments sent across a customs border must be supplemented with complete customs documents. For fast-track clearance (simplified customs), the recipient country's requirements for a certificate of origin applies, for example through EUR 1 or invoice declaration and customs declaration.

9. SHIPMENT AND CONTENTS

The Customer is responsible for ensuring that shipments and their contents do not conflict with the Terms or trade restrictions, laws and regulations at any time.

Bring has no obligation to investigate the contents, documentation or packaging of shipments. The Customer must compensate Bring and other injured parties for damage that occurs due to the Customer violating the Terms.

9.1 Packaging

The Customer is responsible for shipments being packed to withstand normal transport handling, which may involve several reloading and sorting during the transport. The packaging must be damage-free and ensure that the Customer's or other goods are not damaged. Bring does not accept unpackaged goods. Sufficient packaging is a prerequisite for the possibility of compensation in the event of depreciation or damage.

Liquid contents and powder must be packed so that the entire contents can be absorbed inside the outer packaging, in event of damage to the inner packaging. Goods on a pallet must be accommodated inside the edge of the pallet and packed to remain stable and collected on the pallet during the entire transport.

9.2 Dangerous goods

Dangerous goods may not be sent with Bring, except for limited quantities of dangerous goods permitted for certain services to certain destinations. The Customer is responsible for ensuring that the sender follows the applicable regulations for the type of goods, for example regarding quantity, packaging and marking. For what is defined as dangerous goods, please refer to Swedish Civil Contingencies Agency, see msb.se.

9.3 Prohibited content

Shipments may not contain:

- Valuable documents and securities, including banknotes and money
- Valuables, e.g., precious metals, gemstones, real pearls, exclusive watches, antiques, or the like
- Tobacco and nicotine products, such as cigarettes, snuff, tobacco or the like
- Weapon and parts of weapons, according to applicable law and classification in the customs tariff, or ammunition
- Human remains, body parts, organs, and urns or similar containing ash
- Living or dead animals
- Temperature sensitive goods
- Biological substances category B (UN 3373) and diagnostic samples that are not packaged and marked in accordance with the IATA instructions
- Content that is prohibited by law to handle or transport

9.4 Content that requires special written agreement with Bring

- Alcoholic beverages
- Tires for motor vehicles

9.5 Maximum permitted value

Shipments may not have a content with a value that exceeds EUR 10,000 per parcel and EUR 100,000 per pallet.

10. PICKUP

Pickup of shipments is carried out normal workdays Monday to Friday. The Customer is responsible for ensuring that shipments are labelled and ready for pickup.

10.1 Fixed pickup

Customers with recurring volumes can agree on a fixed pickup arrangement. Deviations from the agreed arrangement must be notified to Bring well in advance. For pickup of pallets, deviations must be notified no later than 12:00, the last workday before pickup.

10.2 Other pickup

Pickup without a fixed pickup agreement, or outside a fixed pickup agreement, can be booked in Mybring or via Bring's customer service.

10.3 Unsuccessful pickup

In the event of failed pickup which is due to the Customer or the sender, e.g., no goods to collect or no one on site, the pickup assignment is considered completed after the attempt has been made. In such cases, Bring has the right to charge surcharges.

11. DELIVERY

Delivery is made to the specified delivery address, provided that the transport route consists of a passable road. The Swedish Road Ferries, part of the Swedish Transport Administration, are considered a passable road. Shipments to islands without a road bridge connection are normally delivered to the harbour office or quay.

11.1 Flex Delivery

For some services, delivery can be made with Flex Delivery, either as standard or upon choice/order by the sender or recipient. Flex Delivery means that the shipment is delivered outside the recipient's door, or at another specified location at the delivery address, without the recipient needing to be physically present to receive and sign (or show ID) for the shipment.

With Flex Delivery, Bring registers the shipment as delivered upon delivery, which is considered sufficient proof that the delivery has taken place. Bring can also take a photo documenting that the shipment has been delivered. When the shipment has been delivered in this way, the goods and their packaging are considered to have been in visibly good condition. Bring is not liable for damage or loss that occurred after delivery.

12. RECIPIENT-SELECTED DELIVERY CHOICES

The Customer is aware that Bring can offer the recipient alternative delivery choices, for certain services. Examples of such delivery choices can be redirection to another delivery location, extended stay, Flex Delivery or delivery within a certain time window.

Recipient-selected delivery choices are performed only after and provided that the recipient first has made an active choice or order, as well as accepted the terms for the delivery choice. Some delivery choices are performed only after that Bring has received payment from the recipient.

13. CUSTOMS CLEARANCE AND DECLARATION

Several of Bring's services, where the shipment is sent across a customs border, include Bring providing and performing customs declaration for the Customer. Duty and VAT shall always be paid by the importer. If payment is not received on the due date, the amount may be claimed by the Customer or the sender.

For bulk shipments sent across a customs border, the sender must have an agent or be represented themselves in the recipient country. For goods subject to duty, the importer is advised to apply for customs credit. The importer is responsible to report VAT to the authorities.

Bring has the right to charge the Customer for any additional costs in connection with customs declaration and customs handling in the recipient country, such as registration and storage at customs warehouse.

14. DEVIATIONS FROM THE TERMS

Bring is not obliged to accept or distribute shipments that deviate from the Terms and reserves the right to handle and deliver such shipments in a way that differs from the Terms. Differences in relation to regular delivery and lead time may occur.

The Customer is responsible for choosing the correct service for the shipment. If deviations occur, Bring has the right to revise the service and invoice surcharges and charges for the service provided. If Bring deems correction not to be appropriate, the shipment can be returned to the sender.

Parcels with an actual weight of more than 35 kg, with a length over 200 cm or length + girth over 300 cm, a fee for exceeded product terms is added.

15. SPECIAL HANDLING

For shipments that Bring deems cannot be handled and sorted according to standard procedure, Bring reserves the right to charge fees for special handling. This applies, for example, to parcels with a length over 120 cm, where two sides exceed 60 cm each, or when one or several sides are below the minimum dimensions. It can also apply to parcels of irregular shape, rolls, tubes or similar and parcels without proper packaging.

16. UNDELIVERABLE SHIPMENTS

Shipments that cannot be delivered or are not collected within the deadline, are returned to the sender, at the Customer's expense.

17. LIABILITY

Bring's responsibility for shipments begins when Bring receives the shipment and ends when the shipment has been delivered or handed over. For parcels that are sent as bulk shipments, Bring's responsibility for each parcel only begins from the first physical scanning point of the parcel. This first scan is normally performed after split of the bulk shipment, at the sorting terminal to which the bulk shipment has been routed/addressed.

Unless otherwise stated in the Service Terms, Bring's services do not have any form of time guarantee. If a storage assignment should become relevant, the Parties must enter into a special storage agreement. The Customer is responsible to obtain and pay for insurance as specified in §25 A., NSAB 2015.

Bring shall in no case be liable for any indirect or other consequential loss or damage.

18. CLAIMS

18.1 Claim about a shipment

Notice of claim shall be given to Bring, without undue delay, in writing via web form on Bring's website or via e-mail to Bring's customer service.

Notice of apparent loss, depreciation of or damage to the goods shall be given immediately upon receipt of the shipment, and in case of non-apparent loss, depreciation, or damage to the goods no later than seven (7) days from the date of delivery. If notice is not given as described above, the burden of proving that the loss, depreciation of or damage to the goods occurred while the goods was in the custody of Bring, rests on the Customer.

18.2 Claim about an invoice

Notice of claim regarding invoices must be given in writing to Bring as soon as possible after receipt of the invoice, and under no circumstances after the due date stated on the invoice.

If any part of the invoice is disputed, the Customer undertakes to pay all undisputed parts and to never withhold an amount greater than that which corresponds to the disputed amount.

19. CHANGES

The Terms, as well as the standard price lists, are published and available at bring.com. The Customer is responsible for keeping up to date on and informed about the Terms and standard price lists and understands that these can be changed during the term of the agreement as described below.

Bring has the right to change the Terms and standard price lists twice a year, as of January 1.

and July 1, respectively, by publication at bring.com at least 30 days before the change takes effect.

Bring also reserves the right, at any time, to change the Terms and standard price lists, if Bring deems this necessary. In such cases, Bring must notify the Customer in writing at least 30 days before the change takes effect.

If the Customer does not want to accept a change, the Customer has the right to withdraw from the Agreement from the date the change is to take effect. In such case, the Customer must notify Bring in writing no later than seven (7) days before the change takes effect.

Furthermore, Bring has the right, with immediate effect, to change or cancel terms and contractual provisions that are caused by law, regulation or decisions from authorities or courts, including prices changes as a result of changed taxes or other charges. Bring must notify the Customer as soon as possible of the time when such a change takes effect.

20. WRITTEN MESSAGES

Written messages from Bring to the Customer are sent primarily via e-mail, secondarily via letter. Messages are sent to the address specified in the agreement, any new address notified after the agreement was entered into, or otherwise to the latest known address. The Customer is responsible for notifying Bring of changes regarding address and contact details.

21. OTHER

Bring has the right to transfer its rights, responsibilities, and obligations to another company within the Posten Bring Group, and at its own risk use subcontractors to fulfil its obligations.

Bring and other companies within the Posten Bring Group have the right to contact the Customer and its contact persons, via phone and email, to offer other products and services. The Customer agrees, in connection therewith, that Bring and its affiliates are entitled to use any personal data obtained within the terms of the Agreement.

Bring also reserves the right, after the delivery has been made, to contact the recipient to investigate the delivery experience and perceived quality.

22. PERSONAL DATA

To be able to perform the services that the Customer orders, it is required that the Customer disclose certain personal data about its customers (recipients) to Bring. The personal data related to recipients, which are processed by Bring, include name, address, phone number, email, and delivery information such as port code.

Each Party is responsible for the processing of personal data that it carries out to comply with its contractual obligations, including the processing of the personal data that Bring may pass on to the Customer, as confirmation of a completed transport assignment.

Bring is the data controller for the processing of personal data necessary to provide the Customer with the transport services in the agreement, (cf. the General Data Protection Regulation (GDPR) article 4 no 7) and shall comply with GDPR as controller.

The Customer is the data controller for their own processing of personal data, including the processing of any personal data the Customer passes on to Bring as supplier of the transport service.

When Bring offers tracking of shipments, Bring has the right to pass on information and personal data concerning senders and recipients to external partners, to enable tracking in current interfaces and tracking tools. The Customer is responsible for obtaining the necessary consent from the sender and recipient.

Bring's processing of personal data is further described in Bring's privacy policy, see bring.com/privacy-policy.

23. CONFIDENTIALITY

The Parties agree not to disclose any confidential information concerning the other Party, its customers, or the content of the Agreement to any third party during the term of the Agreement or thereafter. Confidential information means all information – technical, commercial or information of any other kind, such as agreed prices – regardless of whether the information has been documented or not, except for information that is or becomes publicly known otherwise than through the Party's violation of this provision.

24. FORCE MAJEURE

Bring is not liable for loss, depreciation, damage, or delay caused by obstacles or circumstances beyond Bring's control, that Bring could not reasonably have foreseen. This includes industrial and labour disputes and any other circumstances beyond the control of the Parties, such as epidemics and pandemics, including Covid-19, as well as actions by national and international authorities in connection therewith, natural disasters, transport restrictions, fires, wars, unrest, general limitations in power and energy supply, system failure and loss or destruction of data due to intrusions or virus attacks etc. as well as obstacles and delays from subcontractors, which are due to any of based circumstances mentioned.

It is the responsibility of a Party who decides to invoke such a circumstance as has now been said, to inform the other Party as soon as possible of the origin thereof as well as of its termination. Circumstances of the kind set out in this provision release a Party who has invoked them from fulfilment of their obligations as agreed, for as long as the circumstance exists.

25. DISPUTES AND APPLICABLE LAW

Agreements with Bring is subject to Swedish law. Any dispute shall, as far as possible, be resolved through negotiations between the Parties. If a dispute cannot be resolved through negotiation between the Parties, the dispute shall be settled by the Stockholm City Court as the first instance.

26. FURTHER INFORMATION

For further information, please contact Bring's customer service by phone (+46) 0770 113 300 or by e-mail to cs@bring.com.