



Jumbo Transport a/s

Gammelager 1
DK-2605 Brøndby
Tel.: +45 36 86 88 00
Fax: +45 36 86 88 08

Lokesvej 8
DK-8230 Åbyhøj
Tel.: +45 86 75 45 75
Fax: +45 86 75 45 76

Brøndby, 18.05.2018

Processing of Shipment Data:

The Shipment Data which will be transferred to and processed by the Jumbo Transport Platform contains personal data pertaining to the Customer's customers. The Customer shall be considered as the controller for any processing of such personal data, and the Supplier shall be considered as a data processor. The Customer shall thus remain fully responsible for the lawfulness of any such personal data processing.

The Customer shall be responsible for deciding when Shipment Data shall be deleted, and for deleting such data. The Supplier shall be entitled to process the Customer's personal data only on documented instructions from the Customer.

The Supplier shall hereunder be entitled to process the personal data to the extent this is necessary or the delivery of services under the Agreement, including, but not limited to, processing for the purpose of data security and investigation of any security breaches. The Supplier shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

The Supplier undertakes to keep all Shipment Data confidential from third parties, with the exception of third parties that contribute to the deliveries to the Customer as set out in the Agreement. The Supplier undertakes to implement appropriate technical and organisational measures to ensure that Shipment Data is protected against accidental or unlawful destruction, loss, alteration, or unauthorised access by any third party.

In the unlikely event that any Shipment Data have been compromised, the Supplier undertakes to inform the Customer without undue delay after becoming aware of the personal data breach. The Customer is responsible for notifying the personal data breach to the competent supervisory authority and to the data subjects, to the extent this is required under the applicable law.

Supplier undertakes to assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests from the Customer's customers. The Supplier will make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this section, and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer. If this requires delivery of services from the Supplier beyond what is covered by the standard functionality of the Jumbo Transport Platform, Supplier may charge an additional fee in accordance with its standard prices in force from time to time.



www.jumbotransport.dk



The Supplier may not use any Shipment Data in any other way than as described in the Agreement.

The Supplier shall be entitled to employ third party sub-suppliers, such as IaaS (Infrastructure as a Service) suppliers or other third party technical suppliers, in connection with the operation of the Jumbo Transport Platform, and to transfer Shipment Data to such third-party suppliers. The Supplier shall enter contracts with sub-suppliers whereby they agree to adhere to the provisions of this Section. If the use of the sub-supplier involves transfer of Shipment Data to a third country outside the EU/EEA, the Supplier shall implement additional security measures, such as the EU Model Clauses and seek approval from the Customer.

Processing of personal data for which the Supplier is the controller

In addition to the processing of Shipment Data described above, the Supplier will process personal data pertaining to the Buyers, Users and other Customer personnel who are in contact with the Supplier in relation to the Agreement. The personal data will be the name and contact details (telephone number, email etc.) of the data subjects, and information about the contact between each data subject and the Supplier.

The processing is done for the purpose of carrying out the service deliveries to the Customer, and for general business development purposes, including sales and marketing. The Supplier is the controller for this processing. The Supplier may transfer the personal data to another company within the Jumbo Transport Group, in which case, such other company will become the controller for the processing, in whole or in part.

The processing of such personal data is necessary for the Supplier's deliveries under the Agreement. The processing of the personal data is also necessary for the Supplier's and/or Jumbo Transport's general business operations and business development.

The Supplier and/or Jumbo Transport will store the personal data for the term of the Agreement and any subsequent agreement(s) with the Customer. The Supplier and/or Jumbo Transport may continue to store the personal data for a reasonable period thereafter, however the data shall in any event be erased when it is no longer necessary to store the data in relation to the purpose indicated above, unless the Supplier and/or Jumbo Transport is legally obliged to continue to store the information in order to fulfil statutory obligations, i.a. under tax rules or accounting rules as applicable from time to time.

The Supplier and/or Jumbo Transport will process such data in its CRM, CS, LM and ERP systems. The Supplier and/or Jumbo Transport may employ third party data processors, such as IaaS or SaaS suppliers or other third party technical suppliers, in connection with the operation of such systems. If the use of a data processor involves transfer of personal data to a third country outside the EU/EEA, the Supplier shall transfer the personal data on the basis of the EU Model Clauses or other appropriate safeguards.

Each data subject shall have the right to access its own personal data processed by the Supplier and/or Jumbo Transport, and shall have the right to request that the data is rectified or deleted under the further conditions set out above. Unless the data subject already has the information about the processing activities carried out by the Supplier, the Customer shall inform its own personnel about the processing.



Bank: Nykredit
Kontonr.: 5470 0002047245

SWIFT: NYKBDKKK
IBAN DKK: DK19 5470 000 2047245
IBAN EUR: DK92 5470 000 9665475
IBAN USD: DK70 5470 000 9665483

CVR: DK 15 69 49 04



DK AEOF 11-044151

Forretningsbetingelser

§ 1. Jumbo Transport A/S' ansvarsbestemmelser

Alle opgaver udføres i.h.t Nordisk Speditørforbunds Almindelige Bestemmelser (NSAB 2000), som begrænser vort ansvar til SDR 8,33 pr. kg og for forsinkelse op til fragtbeløbet, maksimalt SDR 50.000 pr. ordre, med mindre transporterne er undergivet lovgivning eller et transportdokument med anden begrænsning. Ved oplagring er speditørens samlede ansvar i forhold til samtlige ordregivere for skader ved en og samme hændelse begrænset til SDR 500.000 (§27). Krav mod speditøren forældes efter 1 år (§30). Panteretten (§14) omfatter både aktuelle og tidligere krav. Krav på fragt m.v. skal honoreres uanset handelsaftalens leveringsbetingelser (§10).

§2. Prisblade/tilbud – gyldighedsperiode

Prisblade/tilbud afgivet af Jumbo Transport A/S er gældende fra udstedelsesdatoen og til det bortfalder på den i prisbladet/tilbudet anførte udløbsdato. Såfremt der i prisbladet/tilbudet ikke er anført en udløbsdato, bortfalder dette uden opsigelse den førstkomende 31. december.

§3. Paller

Alle paller betragtes som en del af emballagen og er derfor en del af handelsaftalen. Som følge deraf er ethvert palle-mellemværende Jumbo Transport A/S uvedkommende.

§4. Prisregulering

Prisregulering sker efter forudgående underretning med et varsel på 14 dage. Dog vil stigninger i offentlige afgifter og stigninger i eksterne omkostninger, der ikke er under Jumbo Transport A/S' kontrol, kunne pålignes transportkøber uden varsel.

§5. Betalingsbetingelser

Betalingsbetingelser er anført på den/de enkelte faktura(er).

§6. Renter og gebyrer

Betaling senere end den dato, der er angivet på den enkelte faktura (forfaldsdato), medfører pligt til at betale rente. Rente beregnes fra forfaldsdato, og til betaling sker. Jumbo Transport A/S forbeholder sig ret til at forhøje eller nedsætte renten i takt med den almindelige renteutvikling i Danmark, herunder ændringer i Nationalbankens diskonto og/eller den til enhver tid gældende kassekreditrente noteret af Jumbo Transport A/S' bankforbindelse. Derudover

er Jumbo Transport A/S berettiget til at forlange et påkravsgebyr, som fastsættes af selskabet til enhver tid, dog minimum DKK 50,- pr. påkrav. Beløbet er forfaldent på anfordring.

§7. Øvrigt

Såfremt transportkøber standser sine betalinger, kommer under bobehandling eller indleder forhandling om tvangsakkord eller ligende, er Jumbo Transport A/S' samlede tilgodehavende straks forfaldent til betaling.

Enhver afvigelse fra Jumbo Transport A/S' almindelige forretningsbetingelser skal aftales skriftligt.

Liability Conditions of Jumbo Transport A/S

All services rendered are subject to the General Conditions of the Nordic Association of Freight Forwarders (NSAB 2000), which limit our liability to SDR 8.33 per kg, and for delay to the amount of freight, maximum SDR 50,000 per order, unless the carriage is subject to law or a transport document stipulating other limitations. In connection with storage, the freight forwarder's total liability is limited to SDR 500,000 (clause 27) towards all principals for damage occurring by the same incident. Claims against the freight forwarder are statute-barred after one year (clause 30). The lien on goods (clause 14) applies to both current and previous claims. Claims for freight etc. must be honoured regardless of the terms of delivery under the contract of sale (clause 10).

Haftungsbestimmungen vom Jumbo Transport A/S

Alle Aufträge werden gemäss den Allgemeinen Bestimmungen des Nordischen Spediteurverbands (NSAB 2000) ausgeführt, die Haftung des Spediteurs auf SZR 8,33 je kg und bei Verzögerungen auf den Frachtbetrag beschränken. Je Auftrag gilt eine Höchstgrenze von SZR 50.000 es sei denn dass die Transporte der Gesetzgebung oder einem Transportdokument mit einer anderen Beschränkung unterliegen. Bei einer Lagerung beschränkt sich die Gesamthaftung des Spediteurs im Verhältnis zu sämtlichen Auftraggebern für Schäden je Schadensfall auf SZR 500.000 (§27). Ansprüche gegen den Spediteur verjähren nach 12 Monaten. Das Pfandrecht erstreckt sich sowohl auf gegenwärtige als auch auf frühere Ansprüche (§14). Ansprüche auf fracht etc. sind ungeachtet der Lieferbedingungen des Handelsvertrags zubefriedigt (§10).

