



**NSAB Storage**  
*General Liability Conditions*

***NSAB Storage is based on NSAB Moving,  
and has been specifically developed for storage services.***

**APPLICABLE FROM 01.01.2017**

**NFF**  
NORSK FLYTTEFORBUND  
NÅR KVALITET OG SERVICE TELLER

  
**FIDI** NORWAY

 **NHO**  
Logistikk og Transport

# INTRODUCTORY PROVISIONS

## SECTION 1: USE

The terms apply to entry into an agreement for packing, transport and storage of goods, etc. between the storage company and the customer. The terms of the storage agreement are in harmony with the applicable terms of NSAB Removal which applies in full. In case of discrepancy, the Storage terms take precedence over the NSAB Removal terms. In case of discrepancy between the Norwegian and the English text, the Norwegian text prevails.

## SECTION 2: THE STORAGE COMPANY'S ASSIGNMENT

The storage company's assignment may include:

- *packing,*
- *handling and labelling of goods,*
- *carriage of goods before and after storage,*
- *storage of goods,*
- *other services related to the storage of goods.*

## SECTION 3: THE CUSTOMER

In the present conditions, the customer is the party that has concluded the contract with the storage company, or that has acquired the rights of that party. The liability of the customer is governed by the conditions of section 6.

## SECTION 4: PERFORMANCE OF THE CONTRACT

It is incumbent upon the parties to provide each other with information necessary for the performance of the contract. The storage company undertakes to pack, collect, handle and procure the transport of goods in accordance with the contract and in a suitable way for the customer with generally used means and routes of transport.

Instructions to the storage company concerning the scope of the contract shall be given directly to him.

Unless otherwise specifically agreed, the contract includes only goods that are harmless and that can withstand normal handling, transport and storage. The customer must specifically call attention to valuable, delicate, hazardous or perishable items (e.g. silverware, jewellery, art, antiques, crystal, porcelain, chemicals, foodstuffs). Valuable items are in common with regular storage goods included in the storage company's liability for goods with only a standard average value of (see section 5, item 2, b).

The storage company may without prior notice remove dangerous goods that are incorrectly declared, and if necessary render harmless or destroy such at the cost of the customer.

Unless specifically agreed, the storage company is not liable for money, securities and other valuables.

## SECTION 5: STORAGE

For storage contracts the following provisions apply:

### 1. Storage method, storage rent, termination:

**a)** If the customer has not provided specific instructions for storage of the goods, the storage company may choose between different storage methods. In exceptional cases the storage company may choose outdoor storage, on condition that he at all times acts with due diligence.

The storage company has the right to move goods to different premises in reasonable proximity on condition that the customer is notified and that the customer is not burdened by additional costs.

**b)** The lease may be terminated by both parties with 30 days' notice. The storage company may always direct its notice of termination to the address provided by the customer, cf. item d.

**c)** Storage rent is payable in advance for 30 days and may be adjusted by the storage company with one month's written notice. The rent is calculated for 30 days or part thereof.

**d)** The customer must at the start of the storage inform the storage company where information on the goods, payment of rent, etc. is to be sent. The customer must immediately inform the storage company of any changes with regard to this item.

**e)** Access to the storage facility is only permitted for the customer in the company of the storage company's personnel. Visits should be announced well ahead, and the storage receipt must be presented.

Attendance for presentation and removal of individual packages is charged to the customer against extra payment.

### 2. The storage company's liability:

**a)** The storage company is liable for the number of packages and for returning the packages in the same condition at the end of the storage period, but is without liability for weight and content. Deficits may not be claimed for individual items that are not expressly indicated in the inventory list. The storage company is not responsible for damage to goods that are packed by the customer upon deposit. Liability for damage to contents is under any circumstances only assumed by the storage company when he at the customer's request has checked the content of the packages upon release and that the damage is noted in writing. The storage company must confirm in writing that the content has been checked. The customer must pay extra costs related to repacking, etc.

**b)** The storage company is only liable for damage to goods if negligence on the part of the storage company may be established in the case of either storage

or handling of the goods. The same applies to liability for theft, burglary, fire, etc. in accordance with applicable Norwegian legislation. The storage company's liability is limited to NOK 100,000 per contract, albeit such that compensation may not exceed NOK 1,200 per cubic metre of stored goods of the part that has been lost or damaged. This limitation of liability does not apply if the damage has occurred with intent or gross negligence on the part of the storage company.

### 3. Settlement:

All due amounts related to the storage must be paid by the customer before the stored goods may be released. This also applies to partial release. Release of the goods may only take place to the customer or to the person who can present written authorisation from the customer. The storage company assumes no liability for release to the wrong person on condition that he has shown due care upon release.

Item 2b applies correspondingly.

### 4. On deficient payment of storage rent etc. – right of retention and lien:

The storage company has a right of retention and a lien on the stored goods that are under the storage company's control, for fees and expenses in respect of such goods - remuneration and storage rent included – as well as for all other amounts owing to the storage company from the customer which concern contracts in accordance with section 2 above.

Should the goods be lost or damaged, the removal company has corresponding rights in respect of compensation payable by insurance companies, freight carriers or others.

If the amount due to the removal company is not paid, the removal company has the right to arrange, in a satisfactory manner, the sale of the goods to cover the total amount due to him, including expenses incurred. The sale will take place via the enforcement authorities.

The storage company may destroy goods with no sales value.

If possible, the removal company shall inform the customer well in advance about what he intends to do with regard to the sale/destruction of the goods.

## SECTION 6: THE CUSTOMER'S RESPONSIBILITY

The customer has a duty to hold the storage company harmless for damage or loss incurred by the storage company owing to the fact that:

- a)** the particulars concerning the goods are incorrect, unclear or incomplete,
- b)** the goods are incorrectly packed, labelled or declared, or incorrectly loaded or stowed by the customer,
- c)** the goods have such harmful

properties as could not have been reasonably foreseen by the storage company,

**d)** the goods have such harmful properties that they cause damage to other goods or the storage company's equipment,

**e)** the storage company, due to circumstances on the part of the customer, is ordered to pay custom duties or public duties or provide guarantees.

In assessing the customer's responsibility in accordance with a) and b) regard shall be had to whether the storage company, despite his knowledge of the circumstances, has accepted or failed to make an objection to the measures taken by the customer in respect of the goods.

## **SECTION 7: CLAIMS**

Upon release of the stored goods the customer must carefully inspect the goods and present any claims to the storage company in writing without undue delay. In case of apparent depreciation or damage, notice must be given immediately upon the receipt of the goods and be noted on the release order. The customer must in all circumstances forward claims within 14 days from the day the customer was or should have been aware of the circumstances that could justify the storage company's liability. If such notice of claim has not been given, the customer has lost his right of claim.

## **SECTION 8: VENUE**

When the storage company's habitual place of business is located in Norway, legal proceedings against him shall be instituted before Oslo District Court and in accordance with Norwegian law.

This storage contract has been prepared in cooperation with the Norwegian Logistics and Freight Association (NHO LT).