



DANX ByNight – Terms & Conditions





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July 2024

1. General Information:

These Terms and conditions apply to the DANX ByNight service. In addition, the services provided by DANX are partially governed by the General Conditions of the Nordic Freight Forwarders (NSAB2015) for domestic transports or governed by the provisions of the Convention on Contracts for the International Carriage of Goods (CMR) for cross-border road transports. Under these conditions, our liability for the loss of, deterioration of or damage to goods is limited to SDR 8.33 per kg and our liability for delay is limited to the amount of the freight. In connection with storage, the freight forwarders' total liability for damage is limited to SDR 500,000 for any incident of damage that occurred (clause 25). Special attention is directed to the stipulations that claims against the freight forwarder are statute-barred after one year (clause 28) and that the lien on goods (clause 14) applies to both current and previous claims. Claims for freight etc. must be honored regardless of the terms of delivery under the contract of sale or freight agreement (clause 11).

2. The Shipment

2.1 Size and weight

DANX adheres to standard work safety regulations while handling goods at our terminals and our drivers are trained to independently handle shipments, including nighttime deliveries. DANX delivery vehicles are equipped with a tail lift and a pallet truck which limits each shipment to a maximum weight of 350 kg (35 kg non-palletized, or according to local regulations) and a maximum size of a EUR-pallet (L 120 x W 80 x H 180). For shipments exceeding these size and weight limits, please refer to section 2.5.

2.2 Volumetric Calculation

1m³ = 200 kg, the volumetric weight for road transport is calculated on the total volume of the goods in cubic meter times 200 kg. Flight destinations according to the Price sheet.

2.3 Packaging

All goods must be packaged in such a way that the content is sufficiently secured against damage to itself or other items in the entire supply chain from linehaul and terminal handling to last-mile distribution. Goods that cannot safely be delivered due to poor packaging or if the package is received in a damaged condition will as soon as possible be re-packed and delivered by DANX. A handling fee for the Re-packing will be charged separately according to the Appendix Handling Fees.

2.4 Transport Label

The customer agrees to attach a complete shipping label on each handling unit which includes a scannable barcode according to the agreed specification between DANX and the customer. A missing, damaged, or non-complete label might have an impact on the agreed SLA time. When DANX are unable to scan the barcode, unable to identify the receiver of the handling unit due to lack of information on the label or the label is missing, a handling fee will be charged separately according to the Appendix Handling Fees.

2.5 Bulky Shipment

Exceptional-sized shipments/bulky shipments can also be sent but it can be operated outside the standard network. A bulky shipment is a shipment with a size over one standard EUR-pallet (120x80x160, L x W x H) and/or a weight of more than 350 kg (35 kg non-palletized) which cannot be handled by a single driver during nighttime. The design of the receiver's delivery area could also be a reason for classifying it as a bulky shipment, i.e. The shipment does not fit into the delivery area or if the receiver orders a shipment larger than a normal order.

2.6 Content

2.6.1 Dangerous goods

In the DANX network limited quantities and dangerous goods according to 1.1.3.6 (up to 1000 points) can be sent and by request. For fully regulated dangerous goods, see additional service under section 8. The sender is responsible for preparing the shipment and for ensuring compliance with the relevant provision of ADR/ADR-S, IMDG, or ICAO/IATA. Process and approval of sending Dangerous goods will be discussed during implementation and agreed upon in the Standard Operational Procedure, see section 5.7.

All dangerous goods necessitating documentation must adhere to the relevant provision of ADR/ADR-S, IMDG or ICAO/IATA. Wrong or missing documents will delay the transport and a handling fee will be charged separately according to the Appendix Handling Fees.

2.6.2 UN3480/3481

Full Electric Vehicle Batteries (EVBs) are by nature considered bulky shipments and if weight exceeds 333 kg regulated according to full ADR. The customer must pre-advise the transport of EVB's to DANX for safe and secure transport from sender to receiver.

3. Transport EDI (Electronic Data Interchange)

3.1 Message

The customer agrees to provide daily EDI messages including shipment information according to the agreed specification between DANX and the customer. The transfer of EDI should be made prior to the goods' departure from the customer facilities but no later than 15 minutes after departure. The customer is responsible for providing the EDI on time and for ensuring the information in the EDI is correct and complete.

3.2 Missing or Wrong EDI

Wrong/Non-complete EDI might have an impact on the agreed SLA times due to investigation time and or goods not being able to scan. In the event the customer does not send the EDI on time, EDI is missing, EDI is not correctly provided, or the EDI is incomplete, such as wrong/missing receiver information (name, address, zip, city) or wrong/missing weight, a handling fee will be charged according to the Appendix Handling Fees. Missing EDI will be invoiced according to the historical average data.

4. Customs and export declarations

When sending goods outside the EU, it is crucial to ensure that the customs paperwork is accurate and complete. DANX offer full export/import clearance according to the Price sheet, see section 7. Failing to provide the correct customs documentation can lead to significant disruptions within the delivery network, resulting in delays. In such cases, the customer will be charged a handling fee according to the Appendix Handling Fees. If goods intended for other countries are mistakenly sorted (by the customer) to a country outside the EU, it necessitates extra handling and incurs additional costs to redirect them to their intended destination or recipient. In the event of such misrouting, the customer will also be subject to a handling fee according to the Appendix Handling Fees.

5. Transportation

5.1 Collection

Collection of goods (Monday – Friday) is included in service and the departure times and capacity from the customer are agreed upon and stated in the Standard Operational Procedure, see section 5.7. If there is a public holiday and pick-up is required for delivery to countries that have no public holiday, DANX and the Customer need to agree on routine, time, and capacity. DANX will charge separate pricing for pickup and line-hauls to be able to connect to the operating country. In the event of late departure caused by the customer, the customer is charged a handling fee per half hour commenced according to the Appendix Handling Fees. Late departure might have an impact on connecting line hauls and the agreed SLA times. Any additional distribution or linehaul costs will be charged to the customer. Customers are also welcome to drop off goods at our terminals, routines are mutually agreed in the Standard Operational Procedure, see section 5.7

5.2 Sorting and loading

The customer sorts the goods according to the agreed specifications between DANX and the customer, stated in the Standard Operational Procedure, see section 5.7. The sorting is done according to the DANX sorting position in the Receiver/Dealer list, see section 5.6. Loading into the trucks is done by either the customer or the driver according to the Standard Operational Procedure. Sorting cages and other load carriers can be rented from DANX, see section 7 Additional Services.

5.3 Receiver

All receivers are predefined in the DANX network. To connect new dealers, the customer provides DANX with a receiver/dealer list including the name of the company, address, and contact person, see section 5.6. DANX will contact the receivers and a secure delivery place will be defined and agreed upon. New receivers will be added within three working days if the receiver can arrange a secure unloading area. New receivers or a change of addresses need to be validated by DANX, depending on geography; delivery times and cost might differ from the standard. In the event of lost key/keys DANX is liable for up to a maximum of 400€. DANX will not take any responsibility in case a master key is handed out.



5.4 Delivery

DANX will deliver the goods according to the agreed delivery instructions made by the receiver and DANX. Goods will be delivered according to the agreed SLA, see section 5.6, deliveries over holidays are made according to local holiday planning. It is the responsibility of the receiver to ensure that the goods can be delivered during the night. If delivery cannot be made due to receiver failures such as blocked delivery areas, no car present (technicians), frozen locks, wrong key/codes, or other maintenance-related issues, goods will be transferred back to the DANX terminal. A deviation report will be sent to the customer and a new delivery attempt will be made the next night. A handling fee will be charged to the customer according to the Appendix Handling Fees. For same-day delivery or other arrangements, an extra cost will be added.

Deliveries to dealers that are not predefined, meaning no access to deliver the goods at nighttime, DANX will make sure the delivery is sent out during the daytime without confirmation from the customer. A handling fee will be charged for daytime delivery according to the Appendix Handling Fees.

As deliveries are made during nighttime, DANX will not collect signatures when delivering the cargo. Instead, a unique barcode, placed at the receiver by DANX, will be scanned together with the barcodes of the goods. All scanners are also equipped with a GPS so the location and time of the delivery POD scan can be traced.

5.5 Returns

Returns from the receivers/dealers which have been delivered from the customer with the ByNight service can be booked via the DANX website or the DANX app (technicians), the receivers will have a personal log in for booking and printing transport labels. Preprinted labels for receivers without the possibility to print labels themselves can be provided, see section 7 Additional services. The return shipments are placed in the same area as where the delivery takes place and are collected upon the next delivery or no later than 5 working days after booking in case of no deliveries. Transit time is plus three (3) days according to the delivery time stated in the SLA. Booked returns that are not available for pick up will be charged a handling fee according to the Appendix Handling Fees.

5.6 Dealer List SLA

The customer provides DANX with an updated receiver/dealer list which DANX will complete with delivery times and sorting positions (DANX hub/terminal location) the final list is referred to as the "Service Level Agreement". The dealer list including the delivery times can be updated under the contract with the approval from the customer. DANX will contact all receivers prior to the go-live date, see section 5.3.

5.7 Standard Operational Procedure

A mutual Standard Operational Procedure (SOP) will be created covering daily operations (capacity, departure times, sorting etc.), contact details and other related topics not covered by the agreement and/or the DANX ByNight – Terms & Conditions. The SOP will be reviewed yearly and updated accordingly if needed.

6. Claims

In the event of deviation or damage the customer must contact the DANX customer service pre 12:00 or within 5 hours after the expected delivery. Compensation for damaged or missing goods is limited to 8,33 SDR per kg according to CMR/NSAB 2015 and our liability for delay is limited to the amount of the freight, see section 1.

7. Additional Services

7.1 Dangerous goods (ADR)

Dangerous goods can be transported within the network and as an additional service according to section 2.6. An additional fee will be added on top of the base rate, see Price Sheet.

7.2 Bulky shipment

Bulky shipments, shipments that can't be handled in the network according to section 2.5 will be delivered during daytime. DANX will, without confirmation from the sender, arrange and invoice the transport separately. Price is dependent on the goods' structure, distance, and receiver location.

7.3 Load carriers

DANX can provide different types of load carriers such as roller cages, windshield racks and bigger metal cages for sorting at customer warehouses and to secure safe transport between the customer and the DANX terminals. Re-used packaging material such as plastic boxes and plastic pallets from customer warehouse to the end-receiver can also be rented. Separate offers can be provided upon request from the customer.

7.4 Return labels

All returns need to be booked in the DANX web portal, DANX App or any other by DANX approved systems and a printed return label needs to be attached to the returns. For returns booked in the DANX app where the sender does not have the possibility to print a label, DANX can provide a pre-printed label, and the cost for preprinted labels according to the Price Sheet.

7.5 Loadmaster

DANX offers the option of deploying dedicated staff directly at the customer's site to ensure complete control over the outbound flow, encompassing tasks such as sorting and loading. A separate offer for Loadmaster can be provided upon request.

7.6 Customs

DANX offers customs services for goods outside the EU. DANX take care of both export and import clearance. Price for the DANX customs service according to the Price Sheet.

7.7 Pick Up Drop Off (PUDO)

Receivers lacking a secure night-time delivery place can benefit from our extensive PUDO (Pick-Up and Drop-Off) network. This allows receivers to conveniently pick up goods at a time that suits them best. Our PUDO locations also facilitate returns handling. The pricing for the PUDO service is according to the Price Sheet.



8. Validity

The DANX ByNight Terms & Conditions undergo annual revisions, with updated versions scheduled for publication 30 days prior to their implementation.

