



**Trade association
for the Danish road
transport of goods**

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Version 3

Agreement on buying access to e-CMR®

Agreement made through ecmr.dk - self-registration with NemID.

1. The subject of the agreement

- 1.1 Access, software and applications belong to the product e-CMR® to set up, handle, transfer, receive electronic consignment notes for performing transport assignments.
- 1.2 When confirming current agreement the customer gets the right to use ITD's e-CMR® to the extent described in paragraph 1.1 and in the conditions of use.

2. Documents included in the agreement

- 2.1 Appendixes.

The at all times applicable appendixes are considered to be an integral part of the agreement:

Appendix 1 – Price list for e-CMR®
Appendix 2 – Conditions of use concerning e-CMR®
Appendix 3 – Exclusion of liability – ITD e-CMR®

- 2.2 When signing or electronically accepting this agreement the customer confirms having read, understood and accepted the provided appendixes mentioned in paragraph 2.1.
- 2.3 The customer's attention is drawn to the fact that changes may occur in the appendixes 1, 2 and 3.

3. Terms and termination

- 3.1 See appendix 2.

4. Price and payment

- 4.1 Find prices concerning e-CMR® <in appendix 1.
- 4.2 For more on payment terms see appendix 2.

5. The parties' acceptance

- 5.1 At the customers registration with acceptance and signing of this agreement a confirmation is send from ITD e-CMR® to the e-mail address given by the customer.

2.

The agreement is then considered binding and enters into force as of the time of confirmation.

5.2 Provider:

e-CMR®
ITD
Lyren 1
DK-6330 Padborg
Phone: +45 7467 1233
E-mail: ecmr@itd.dk
VAT no.: DK40990917

5.3 Customer:

Company:
Name – contact:
Address:
Phone:
E-mail:
VAT no.:

Is signed digitally with NemID online and send to e-CMR®.

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APPENDIX 1

Version 3

Price list for ITD e-CMR®:

<u>Basic subscription per year</u>	<u>100.00 EUR + VAT</u>
<u>Establishment charge</u>	<u>70.00 EUR + VAT</u>
<u>Price per consignment note set up</u>	<u>0.1 EUR + VAT</u>

Price adjustment is performed once a year.

All prices are stated exclusive VAT.

We are not responsible for changes and literal errors.

See more under the paragraph 'Terms of payment' in 'Conditions of use concerning e-CMR®'.



APPENDIX 2

Version 4

Conditions for use concerning e-CMR®

1. Purpose of e-CMR®

- 1.1 ITD has developed e-CMR® which is an electronic version of the physical consignment note. e-CMR® makes handling of consignment notes quicker, more efficient and eco-friendly. The purpose of e-CMR® is to offer ITD's customers in the transport business an electronic consignment note which can be used easier and more safe nationally and internationally and hereby reduce the use of physical consignment notes to single exceptional cases.

2. The object of the agreement

- 2.1 ITD's e-CMR® is a combination of an IT system and an application for mobile units/terminals which can set up, handle, transfer and receive electronic consignment notes. In addition, the system can register and log all occurrences into the system from set up of an electronic consignment note until the completion. Thus, all data are stored and can be downloaded through the customer's access to the system via internet.

3. Period and termination

- 3.1 The agreement runs until one of the parties terminates it with 3 months' notice at the end of a month.
- 3.2 Termination of the agreement must be done in writing to ITD e-CMR® support by e-mail: ecmr@support.dk.
- 3.3 The termination takes effect as of the last day of the month.
- 3.4 The customer disclaims his 14 days right of withdrawal by entering agreement on e-CMR®.

4. Terms of payment

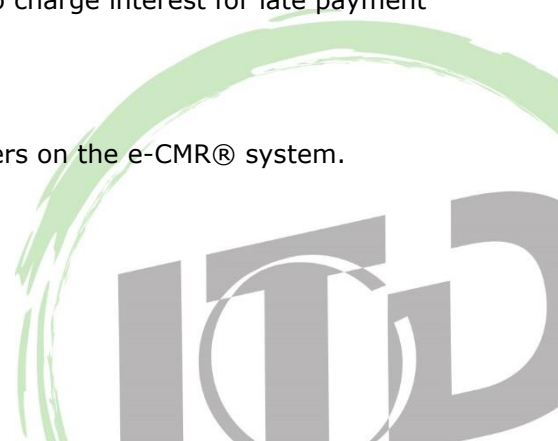
- 4.1 Payment for e-CMR® is settled in arrears every month.
- 4.2 Invoicing is performed by electronic invoice, so the customer must register with a valid e-mail address for this purpose.
- 4.3 Term of payment is date of invoice + 14 days.
- 4.4 Account is settled according to the price list in force at the time, regardless of the indication of price at the time of registration.
- 4.5 All prices are stated exclusive VAT.
- 4.6 Adjustment of the prices is performed once a year.
- 4.7 All prices, used in connection with these conditions, are exclusive VAT and possible taxes and fees.
- 4.8 We are not responsible for price changes due to external conditions.

5. Interest for late payment

- 5.1 When performing payment too late, ITD is entitled to charge interest for late payment according to the rates in force at the time.

6. Obligations of the customer

- 6.1 Only VAT registered businesses can become customers on the e-CMR® system.



- 6.2 The customer is obliged to keep ITD informed on changes in the company including change in address, invoicing address, e-mail for invoicing, change in administrator in e-CMR®, change in company status etc.
- 6.3. If the customer suspects or has knowledge of misuse of the e-CMR® system the customer must inform ITD immediately.

7. Customer misuse of agreement

- 7.1 If the customer misuses his/her obligations towards ITD, including payment obligations, ITD has the right to terminate the agreement by dilapidated demand of payment.
- 7.2 If documented misuse of the e-CMR® system by the customer is present the agreement will be terminated immediately.
- 7.3 In case of termination, the customer receives limited access to the system making the customer able to download consignment notes/documents to be stored.

8. Data connection to mobile terminals

- 8.1 Data connection to mobile terminals is not included in the agreement on e-CMR®. It must be purchased separately.
- 8.2 As per agreement, ITD can assist finding a solution for mobile data – contact ITD’s telecommunications department.

9. Data coverage to mobile terminals

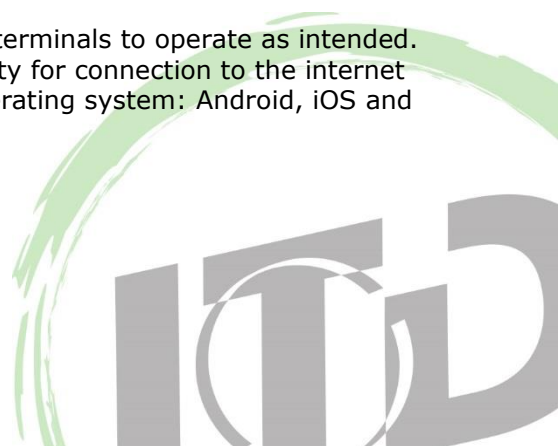
- 9.1 It is always the customer’s own responsibility to ensure sufficient coverage for use of the terminals.
- 9.2 The above applies whether agreement about mobile data is entered through ITD’s telecommunication agreement.

10. Accept and removal of personnel access

- 10.1 The customer is responsible for the company’s personnel being approved in e-CMR®, so the personnel gets access and is able to use the system as intended.
- 10.2 The customer is responsible for removing non-relevant personnel from the system, so no misuse or inappropriate use of the system can take place.

11. Accept and deletion of terminals

- 11.1 The customer is responsible for the company’s terminals being approved in e-CMR®, so the terminals have access and can use the system as intended.
- 11.2 The customer is responsible for removing terminals from the system, which are not to be connected to e-CMR®, so no misuse or inappropriate use of the system can take place.
- 11.3 Mobile terminals are not included in the agreement on e-CMR®. They must be purchased separately.
- 11.4 As per agreement, ITD can assist finding terminals - contact ITD’s telecommunication department.
- 11.5 The customer is always responsible for securing the terminals to operate as intended.
- 11.6 The term ‘terminal’ means mobile units with possibility for connection to the internet including smartphones and tablets with following operating system: Android, iOS and Windows.



12. Setting up electronic consignment notes for international use

- 12.1 An electronic consignment note set up in Denmark for international transports must comply with the rules of the Danish version of the CMR Act including § 6 paragraph 5 concerning digital signature.
- 12.2 For electronic consignment notes set up in Denmark for the purpose of international transports it is required that a system living up to the CMR Act's requirements is attached. NemID lives up to these requirements and can be attached to e-CMR®
- 12.2.1 The customer is responsible for the company having a NemID access which can be used on the e-CMR® system.

13. Using e-CMR® - nationally versus internationally

- 13.1 ITD draws attention to the fact that the setup of consignment notes in Denmark for international transports without complying with the connected rules implies that the validity in connection with Danish law is limited to Danish domestic transports. If the customer and his contractors, according to mutual arrangement, use electronic consignment notes from e-CMR® without complying with the connected rules, it is on their own account.
- 13.2 Setting up an electronic consignment note in other countries than Denmark, it is recommended to comply with the rules applying in the respective countries for setting up electronic consignment notes.

14. Applicable law

- 14.1 Agreement on use of e-CMR® and the content of the service "e-CMR®" is regulated exclusively according to Danish law, without considering international private law.

15. Jurisdiction

- 15.1 Any dispute, which may occur as a result of or in connection with ITD's e-CMR®, must be settled by the Danish courts in the Court of Sønderborg (Retten i Sønderborg) as exclusive jurisdiction.
- 15.2 Regardless of the above, possible disagreements or disputes must, in connection with reference to current agreement, be resolved by negotiation or mediation if possible, before treatment by court commences.



APPENDIX 3

Version 3

Exclusion of liability and reservations

1. Content

- 1.1 This homepage and its application contains tools and templates making it easier to complete transports with electrical consignment notes.
- 1.2 These tools and templates are only instructive and intended to be used for inspiration and basis point for performing transport contracts. Users of this have their attention drawn to the fact that it is only standard consignment notes containing examples of wording for further consideration and negotiation between the parties. The documents are not exhaustive, and users of the standard documents are requested in any case when filling in these to make sure that they live up to both the content of the contract of carriage and possible legal requirements.

2. Exclusion of liability

- 2.1 ITD does not answer for the content of these standard documents, including, neither for their completeness nor for their accuracy in connection with the individual transport.
- 2.2 ITD can in no case be held responsible for damages and loss of any kind that may arise from actions performed during the use of or in reliance to these documents.
- 2.3 ITD can never be held responsible for damages or loss of any kind that may arise from actions performed during the use of or in reliance to the system, including lack of mobile coverage, failing system connection, system updating, access to the system or the like.
- 2.4 ITD can never be held responsible for damages or loss of any kind that may arise from actions performed during the use of or in reliance to e-CMR® support.
- 2.5 ITD renounces all claims for indirect loss, consequential damage, loss of time, loss of data, operating loss, loss of profit and loss of interest.
- 2.6 ITD cannot be held responsible in cases where the customer uses the by e-CMR® used electronic consignment note for international transport without considering the current rules.

3. Reservations

- 3.1 Reservations are made for literal errors.
- 3.2 Reservations are made for unforeseen, external incidents affecting operations and expenses hereof.

4. Danish law's common rules

- 4.1 This exclusion of liability and the content of the service e-CMR® are regulated exclusively according to Danish law without considering international private law.

5. Product liability

- 5.1 Above mentioned restrictions also apply for product liability.

