

General terms and conditions

Link Top Holding A/S and subsidiaries
Vallensbækvej 51 - 53
2605 Brøndby
Denmark
Company registration number: 39860635

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Office

Link Logistics A/S
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General terms and conditions

Link Logistics is a member of the Danish Freight Forwarders Association and the Nordic Association of Freight Forwarders. The agreement between the customer and Link Logistics, as well as all services rendered, are subject to the General Conditions of the Nordic Association of Freight Forwarders (NSAB 2015). As contracting party cf. § 3 B the conditions limit Link Logistics' liability for loss of, deterioration of, or damage to goods to SDR 8.33 per kilo and for delay to the amount of the freight, and for all other loss to SDR 100,000 in respect of each assignment (§ 21). As intermediary cf. § 3 C Link Logistics' liability is limited to SDR 50,000 in respect of each assignment and totally in the event of any one occurrence to SDR 500,000 (§ 24). For storage, Link Logistics' total liability is limited to SDR 500,000 for damage occurring in the same occasion (§ 25). Special attention is directed to the network clause (§ 2); claims against Link Logistics are statute barred after one year (§ 28); and the lien on goods (§ 14) applies to both current and previous claims. <https://linklog.com/en/nsab-2015/>

It is expressly agreed that the terms and conditions applicable to Link Logistics' relation to any subcontractors, including but not limited to carriers, couriers etc., shall be considered as commonly used conditions and thus directly applicable also in relation to the customer.

The term "customer" shall also include a sender (consignor), a receiver (consignee), an owner of goods and a party entitled to possession of goods which performs or shall or may perform any activity or obligation or exercises or may exercise any right or remedy under an agreement between Link Logistics and the customer. These general terms and conditions shall also apply to any sender (consignor), any receiver (consignee), any owner of goods and any party entitled to possession of goods which performs or shall or may perform any activity or obligation or exercises or may exercise any right or remedy under an agreement between Link Logistics and the customer. The customer shall be responsible and liable for any such sender, receiver, owner of goods and party entitled to possession of goods and for its acts and omissions as if they were the acts and omissions of the customer itself.

Exclusions

Link Logistics does not provide services in relation to the following goods unless a special agreement has been made in writing: Antiques, cash, bearer securities, precious metals, or other goods of a particularly high value; goods categorized as dangerous goods irrespective of volume; living or dead animals or urns; goods with fragile or liquid contents; medicinal products, narcotics and euphoricants; weapons, ammunition, and explosive elements; perishable foods; materials which encourage or incite illegal acts or the like.

Nor does Link Logistics provide transport to/from parties and/or territories, which are sanctioned by any public authority. Link Logistics may choose not to provide services in relation to any specific goods, sanctioned territory, or party.

Customers request for change

If the customer wants to make any change in relation to the agreed services, notification of this must be given as soon as possible and in writing to Link Logistics. Any request of change shall be fulfilled by Link Logistics to the extent that it is reasonably feasible and against payment by the customer to Link Logistics for Link Logistics' additional work and expenses in relation thereto. Link Logistics may refuse to fulfil a change request if the change will involve significant expenses for Link Logistics or otherwise cause difficulties for Link Logistics.

Transport time

The transport time stated/indicated in Link Logistics' product description or in the web booking platform, shall be regarded as indicative.

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Notice of claim

In case of loss, depreciation of or damage to the goods, the customer or the receiver (as applicable) shall submit a notice of claim to Link Logistics as per the deadlines outlined in NSAB2015.

After the customer's or the receiver's submission of a notice of claim to Link Logistics, the goods, including transport packaging, shall remain in the place where the receiver or any other party has the goods in its possession for the purpose of Link Logistics' possible inspection of the goods. The goods may only be removed from the said place by Link Logistics or with its permission.

If Link Logistics has not received a notice of claim from the customer or the receiver (as applicable) within the time limit for submission of a notice of claim to Link Logistics as stated in these General Terms and Conditions, then the customer or the receiver (as applicable) shall not have any right of claim, including not have any right to make, enforce or use any claim in any manner (including as a set-off claim or a counter claim), as regards the claim or possible claim for which a notice of claim should have been submitted within the time limit for submission.

Additional terms courier and parcels

It is expressly agreed that the terms and conditions applicable to Link Logistics' relation to any subcontractors, including but not limited to carriers, couriers etc., shall be considered as commonly used conditions and thus directly applicable also in relation to the customer.

Customer guarantees

Customer guarantees and warrants that all information is sent to Link Logistics in accordance with the agreed terms and guidelines for data exchange and that the goods fulfil the agreed requirements and Link Logistics' guidelines and instructions with respect to size, weight, marking and contents. Goods consisting of several consignment parts must be packaged separately and each provided with a label. Individual parts must not be taped or strapped together. The goods must be adequately packaged so that the packaging protects the goods from ordinary impacts and risks during transport, including pressure, wear, and weather conditions, ensuring that the goods can be handled and treated without any risk of loss of or damage to the goods, other goods, any container or other article or transport or any mean of transport. The packaging shall be capable of protecting the goods in a free fall from a height of one (1) meter.

Delivery

The customer expressly accepts that delivery can be made to a third party, a parcel box address or a post office (including a shop, a service station or a kiosk etc). When delivery has been made to such third party, then Link Logistics shall be free from any responsibility and liability in relation to the goods thereafter.

In case of missing/lost goods, the customer or receiver (as applicable) shall submit a notice of claim to Link Logistics as soon as they become aware of the missing delivery and no later than 30 days after handover to transport.

Finance

The customer shall pay to Link Logistics the charges and costs, including any freight amounts, fees and surcharges, which are to be paid by the customer to Link Logistics under the agreement and these general terms and conditions.

If there is no such agreement of the charges and costs to be paid, then the customer shall pay the charges and costs stated in Link Logistics' price sheet or other document or terms and conditions thereon which apply to the agreement as Link Logistics' generally applicable prices or terms and conditions on charges and costs to be paid by customer's to Link Logistics under such agreements as the specific agreement with the customer.

The charges and costs, including any freight amounts, fees and surcharges, which are to be paid by the customer to Link Logistics under the agreement and these general terms and conditions, may be increased by Link Logistics if its costs, including charges and costs to be paid by Link Logistics to its subcontractor(s), are increased due to one or more events, circumstances, conditions or matters which are beyond the control of Link Logistics and could not have been foreseen by Link Logistics when the agreement was made. Link Logistics may make any such increase of charges and costs with immediate effect by giving notice thereof in writing to the customer.

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If Link Logistics does not have any generally applicable prices or terms and conditions on charges and costs to be paid by customers to Link Logistics under such agreements as the specific agreement with the customer, then the customer shall pay the charges and costs charged and invoiced by Link Logistics to the customer unless the charges and costs clearly are unreasonable.

Any charge, cost or other amount to be paid to Link Logistics, which is agreed or stated by Link Logistics in any price sheet or other document or terms and conditions on charges and costs to be paid to Link Logistics, is exclusive of value added tax (VAT), other direct and indirect taxes, duties, customs fees and duties and other fees and charges unless otherwise specifically agreed or stated by Link Logistics.

Link Logistics reserves the right to charge and invoice the customer additional charges and costs to be paid by the customer to Link Logistics after the delivery of services if Link Logistics' costs and expenses in relation to the services exceed the agreed charges and costs to be paid by the customer to Link Logistics.

The customer shall pay to Link Logistics any charge and cost to be paid under the agreement no later than fourteen (14) days after the customer has received an invoice thereon unless otherwise agreed in writing. In case of a dispute the customer shall not be entitled to offset any amount.

All invoices shall be paid in full without any deduction by the customer when they are due. The customer shall not be entitled to offset any amount.

Assignment of rights

Link Logistics shall be entitled to assign its rights and obligations under this agreement in connection with mergers, group transfers or the like. The customer may only assign or transfer its rights and/or obligations under this agreement to a third party if Link Logistics has given its prior written consent to this.

Liability exemptions in relation to Data Exchange

Link Logistics shall not be liable to the Customer for any loss or damage, which is due to any data, information, information technology (IT) or information and communication technology (ICT) system, software, hardware or device security incident in relation to Link Logistics or the customer. Any such incident shall include any loss of, damage to or interference with or unauthorized destruction, alteration, manipulation, disclosure, creation or obtaining of knowledge of, access to, use of, control of or prevention of control of any data, information, information technology (IT) or information and communication technology (ICT) system, software, hardware or device. Any such security incident shall also include any processing, transmission, transfer, storage, registration, treatment, handling, control, prevention of control, taking, locking, kidnapping or leaking of data or information which is unauthorized, illegal or not in accordance with any applicable law or regulation or the agreement, including these general terms and conditions.

Data and processing agreement

Link Logistics is an independent controller under the current data protection legislation applicable in Denmark and the other member countries of the European Union (EU) with respect to processing of personal data taking place in connection with a specific distribution service purchased by the customer. Questions about Link Logistics' processing of personal data may be addressed to Link Logistics. The relevant contact person at Link Logistics and its contact information is available at Link Logistics' website at <https://www.linklog.com>.

The categories of personal data received and processed by Link Logistics include the sender's name, address, email address, telephone number and receiver information from the sender of a product to be able to fulfil its legal and contractual obligations for correct delivery. Link Logistics agrees to receive other data that are necessary in relation to the customer's internal process.

The exchange of personal data with Link Logistics shall be in accordance with the following:

It shall take place by use of secured channels such as our import function through the booking page or encrypted email. Personal data shall be stored in Link Logistics' systems for up to three years after termination of distribution, after which these data will be erased or anonymised.

It shall be limited to a minimum and shall only include data that serve a purpose for the customer.

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In case of a technical breakdown or failure that prevents the exchange of personal data, it shall take place by use of an appropriate and secure emergency procedure agreed in the specific situation.

Link Logistics is the processor when Link Logistics process personal data on behalf of others. Link Logistics is therefore not controller but processor when, for example, the customer uses Link Logistics' address book, after which the customer has access to administering receiver information through our booking site.

When Link Logistics is the processor, Link Logistics processes the information on direct instructions from the controller in accordance with separate data processing agreement. Such agreement shall be made and agreed in accordance with Link Logistics' Data Processing Agreement which is available at Link Logistics' website at <https://www.linklog.com>.

Confidentiality

Each party shall at any time observe secrecy and confidentiality with respect to any information and data obtained by the party from the other party in connection with the agreement and its performance and the co-operation between the parties in relation thereto ("Confidential Information and Data"). Confidential Information and Data shall not include any information or data which is demonstrably non-confidential due to its nature, character, type, content, or purpose of use.

A party shall not be entitled to disclose or supply any Confidential Information or Data to any third party without a prior written approval from the other party unless such disclosure must be made by the party to perform an obligation to disclose or supply information for the purpose of complying with any law or regulation or any order of any court or any public authority.

Privacy Policy and Cookie Policy

Link Logistics' Privacy Policy and Cookie Policy are available at Link Logistics' website at <https://www.linklog.com>.

Applicable law and jurisdiction

The agreement between the parties, and any non-contractual obligation and liability in relation to or regarding the agreement, including its making, validity, interpretation, performance or non-performance, or any non-contractual obligation or liability in relation thereto shall be exclusively governed by and subject to the law of Denmark, as applicable in Denmark at any time, without application of or regard to any private international law rule, regulation or principle leading to the application of any other law.

Any dispute or claim between the parties arising out of or in relation to the agreement or its making, validity, interpretation, performance or non-performance, or any non-contractual obligation or liability in relation thereto, shall – to the exclusion of any other venue – be brought before and settled by the District Court of Copenhagen in Copenhagen, Denmark, or the Maritime and Commercial High Court in Copenhagen, Denmark; all at the sovereign choice of Link Logistics.

However, if an action should be brought against Link Logistics in another court or arbitral tribunal in any country or jurisdiction, then Link Logistics may give third-party notice to the customer and include the customer as a party in the court or arbitral proceedings and make any claim against the customer.

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