

General Terms and Conditions

Efternøleren ApS

Version: 26-04-2026

These General Terms and Conditions apply to all services performed by Efternøleren ApS, unless otherwise agreed in writing.

The terms apply to assignments in Denmark and Sweden, including escort vehicle services, assistance with abnormal transports, special traffic direction/STA, warning vehicle services, road transport leader/VTL services, steering-man assignments, route survey, assistance with permits and other related services.

1. Formation of Agreement

An agreement is deemed to have been entered into when Efternøleren ApS has accepted an assignment orally, by telephone, SMS, e-mail, messaging service or otherwise.

As assignments in the industry are often agreed orally or at short notice, these Terms and Conditions apply to the assignment unless otherwise expressly agreed.

The customer accepts these terms by ordering or using the services of Efternøleren ApS.

2. Services

Efternøleren ApS performs, among other things, escort vehicle services and escorting of abnormal transports, special traffic direction/STA in Denmark, warning vehicle services in Sweden, road transport leader/VTL services in Sweden, steering-man assignments for abnormal transports, route survey and route assessment, assistance in connection with permits, exemptions and transport planning, as well as coordination and use of subcontractors.

The specific service depends on the agreed assignment, applicable rules, authority requirements, the customer's information and the conditions on the route.

3. Customer Information and Responsibility

The customer is responsible for ensuring that all information provided to Efternøleren ApS is correct, complete and provided in due time.

This includes, among other things, information about the transport's dimensions, weight, axle loads, vehicle, load, route, start location and end location, date and time, permits and exemptions, special conditions in the permit, requirements for escort vehicle, STA, warning vehicle, VTL or police, contact persons and driver, as well as special risks, limitations or conditions on the route.

The customer is responsible for ensuring that the transport can be carried out legally and safely.

Efternøleren ApS is not liable for errors, delays, damage or additional costs caused by incomplete, incorrect or delayed information from the customer, the carrier, the driver or other involved parties.

4. Permits, Exemptions and Authority Requirements

Unless otherwise expressly agreed, the customer is responsible for obtaining all necessary permits, exemptions, approvals and other authority documents.

The customer is responsible for ensuring that the transport is carried out in accordance with the permits and conditions applicable to the transport.

If Efternøleren ApS assists with an application for a permit, exemption or similar, this is done on the basis of the customer's information. The customer is responsible for ensuring that the information forming the basis of the application is correct.

If a permit, exemption or authority condition proves not to cover the specific transport, this is the customer's responsibility, unless the error is due to a documented error by Efternøleren ApS.

For Swedish transports, Trafikverket sets the conditions for the specific exemption, including conditions regarding marking, warning vehicle and escort/VTL.

5. Allocation of Responsibility for Abnormal Transport

Efternøleren ApS only provides the agreed escort, escort vehicle, traffic direction, VTL, steering-man, route survey or assistance service.

Efternøleren ApS does not assume the customer's, carrier's, haulier's or driver's responsibility for the legality of the transport, the condition of the vehicle, the placement, securing or suitability of the load, correct dimensions, correct weight and axle loads, route suitability, bridge classifications, permits and exemptions, compliance with permit conditions, the driver's driving or damage caused by the transport, the load, the vehicle or the driver's actions.

The customer, carrier, haulier and driver remain responsible for the overall execution of the transport, unless otherwise follows from mandatory legislation.

Efternøleren ApS is only liable for its own errors in the specifically agreed service.

6. Specifically Regarding Escort Vehicle Services in Denmark

For ordinary escort vehicle services in Denmark, Efternøleren ApS performs an escort, warning and assistance service in connection with the transport.

Efternøleren ApS does not assume the driver's, haulier's or carrier's responsibility for the legality of the transport, driving, route, dimensions, weight, load, permit or damage caused by the transport.

7. Specifically Regarding STA in Denmark

For assignments involving special traffic direction/STA, Efternøleren ApS performs traffic direction to the extent required by the specific assignment, applicable rules and authority requirements.

Efternøleren ApS has the relevant statutory insurance cover for STA/traffic direction assignments where such cover is required.

STA assignments do not alter the fact that the customer, carrier, haulier and driver remain responsible for the legality of the transport, vehicle, load, dimensions, weight, route, permit and the execution of the transport itself.

Efternøleren ApS may refuse to perform or continue STA if, in the assessment of Efternøleren ApS, the assignment cannot be carried out legally or safely.

8. Specifically Regarding Warning Vehicle Services in Sweden

For assignments as a warning vehicle in Sweden, Efternøleren ApS provides a warning and escort service in connection with an exemption transport.

A warning vehicle is not the same as VTL, unless this has been expressly agreed.

The customer is responsible for ensuring that the exemption, transport information, dimensions, weight, route, marking and other conditions are correct and fulfilled.

Efternøleren ApS does not assume the customer's, carrier's, haulier's or driver's responsibility for the legality or execution of the transport.

9. Specifically Regarding VTL in Sweden

For assignments as road transport leader/VTL in Sweden, the assignment is performed in accordance with applicable

Swedish rules and the conditions in the specific exemption or permit.

Swedish exemptions may contain conditions that must be fulfilled, and certain exemption transports may include a requirement for a road transport leader.

The responsibility of Efternøleren ApS or the performing VTL covers only the function imposed on the VTL by legislation and agreement.

The customer, carrier, haulier and driver remain responsible for correct information for the exemption or permit, vehicle, load, dimensions, weight, axle loads, route basis, the driver's driving and ensuring that the transport otherwise complies with the conditions of the permit.

Efternøleren ApS may reject, postpone or interrupt a VTL assignment if it is assessed that the assignment cannot be performed legally or safely, or if necessary information, documents, communication or safety prerequisites are missing.

10. Specifically Regarding Steering-Man Assignments

Steering-man assignments mean assignments where Efternøleren ApS or a subcontractor assists with manoeuvring the rear end of the transport, a trailer, dolly, steered axle or similar equipment, including the use of remote control or another steering device.

In steering-man assignments, the steering is carried out by agreement with and in cooperation with the transport's driver, transport manager, VTL, STA or another responsible representative of the customer.

The customer is responsible for ensuring that the equipment to be steered or operated is legal, functional, properly maintained, suitable for the assignment, insured and safe to use.

The customer is responsible for ensuring that Efternøleren ApS receives the necessary instructions in the use of the equipment, including remote control, emergency stop, communication and special conditions relating to the transport.

The involvement of Efternøleren ApS in steering-man assignments does not alter the fact that the carrier, haulier and driver remain responsible for the overall execution of the transport, including vehicle, load, route, manoeuvring, safety, permits and compliance with applicable rules.

Efternøleren ApS is only liable for its own errors in the specifically agreed steering-man service.

Efternøleren ApS is not liable for errors, damage or losses caused by technical faults in the customer's equipment, faults in hydraulics, steering, radio connection, batteries, remote control or similar, inadequate instructions, inadequate communication, insufficient visibility, conditions relating to the road, site, gate, building or surroundings, or actions by the driver or carrier.

Efternøleren ApS may at any time reject, interrupt or require a manoeuvre to be stopped if, in the assessment of Efternøleren ApS, the assignment cannot be performed safely.

This applies, among other things, in the event of insufficient visibility, inadequate communication, technical faults, unclear instructions or risk of injury or damage to persons, equipment, roads, buildings or other property.

11. Communication During the Assignment

The customer is responsible for ensuring clear and functioning communication between the driver, escort vehicles, STA, warning vehicle, VTL, steering-man and other relevant persons during the assignment.

Each party is responsible for the condition, function and power supply of its own communication equipment, unless otherwise agreed.

If communication fails, Efternøleren ApS may stop the assignment until safe communication has been re-established.

Efternøleren ApS is not liable for damage, delays or additional costs caused by missing or inadequate communication between the involved parties, unless the damage is caused by intentional misconduct or gross negligence on the part of Efternøleren ApS.

12. Right to Reject, Postpone or Interrupt Assignments

Efternøleren ApS may reject, postpone or interrupt an assignment if, in the assessment of Efternøleren ApS, the assignment cannot be carried out legally, safely or responsibly.

This applies, among other things, if necessary permits or exemptions are missing, the permit does not correspond to the specific transport, the transport's dimensions, weight or route do not correspond to the information provided, equipment or marking is missing, the driver or customer does not follow necessary safety instructions, weather, roadworks, accidents, police, authorities or other circumstances make the assignment unsafe, communication is inadequate, or the transport, in the assessment of Efternøleren ApS, poses a significant risk to persons, equipment, roads, buildings or other property.

In the event of an interrupted or unsuccessful assignment, Efternøleren ApS may invoice time spent, minimum charge and incurred costs.

13. Prices and Invoicing

Unless otherwise agreed in writing, assignments are invoiced according to time spent.

Time is calculated from when Efternøleren ApS starts driving from home or another agreed location until Efternøleren ApS has returned to the same location or another agreed end location.

The billable time includes, among other things, driving to the start location, waiting time, performance of the assignment, driving between start location, intermediate points and end location, return driving and necessary coordination during the assignment.

The minimum charge per assignment is 3 hours, unless otherwise agreed in writing.

Applicable hourly rates, fixed rates and other prices appear from Efternøleren ApS' price list or from a separate agreement.

All prices are exclusive of VAT, unless otherwise expressly stated.

14. Waiting Time

Waiting time is invoiced as ordinary working time/hourly rate.

Waiting time is normally not specified separately on the invoice unless the customer requests it, or unless Efternøleren ApS considers it relevant for documentation of the assignment.

Waiting time may arise, among other things, if the transport is not ready at the agreed time, or if the customer or driver is waiting for loading, permit, police, VTL, ferry, crane, authorities or other circumstances.

15. Bridges, Ferries and Other Expenses

Passage over the Great Belt and Øresund is invoiced according to Efternøleren ApS' fixed rates.

Ferries are invoiced according to actual cost, unless otherwise agreed.

Other necessary expenses are invoiced separately, for example road charges, parking, environmental charges, accommodation, allowances, special permits, fees, extra equipment and other necessary costs in connection with the assignment.

16. Cancellation

For individual cancellations, the assignment is generally not invoiced if it is cancelled before Efternøleren ApS has started driving to the assignment.

In the event of repeated late cancellations, or if the cancellation in the assessment of Efternøleren ApS causes unreasonable loss of time or income, Efternøleren ApS may invoice the minimum charge of 3 hours as well as any incurred costs.

If Efternøleren ApS has started driving to the assignment, time spent, minimum charge and incurred costs may be invoiced.

17. Changes to the Assignment

If the customer changes the time, route, start location, end location, scope of the transport, requirements for escort vehicle, STA, warning vehicle, VTL, steering-man or other material circumstances, Efternøleren ApS may invoice additional time and costs.

Efternøleren ApS is not liable for delays or additional costs caused by changes from the customer, carrier, driver, authorities or other involved parties.

18. Payment

Payment terms are net 20 days from the invoice date, unless otherwise agreed in writing.

For new customers, larger assignments, foreign customers or assignments with special costs, Efternøleren ApS may require advance payment, deposit or other security.

Payment must be made to the account or payment recipient stated on the invoice.

19. Interest, Reminder Fee, Compensation Amount and Debt Collection

In the event of late payment, Efternøleren ApS may calculate interest in accordance with applicable rules.

Efternøleren ApS may claim reminder fees, compensation amounts and collection costs in accordance with applicable rules.

Efternøleren ApS reserves the right to transfer invoices and payment follow-up to a third party, including Debtia or another cooperation partner, both before and after the invoice due date.

In such case, payment must be made in accordance with the payment information and deadlines stated on the invoice or subsequent notice.

In the event of non-payment, the claim may be transferred for debt collection without further notice, provided that the conditions for this are met.

20. Insurance

Efternøleren ApS has general liability insurance for the business as well as relevant insurance for the company's vehicles and services.

For assignments where Efternøleren ApS performs special traffic direction/STA or a corresponding function, Efternøleren ApS has the statutory liability insurance required.

The customer is responsible for insurance of its own vehicle, goods, load, transport liability, business interruption, consequential damage, damage to the customer's own or third-party property caused by the transport, as well as other matters relating to the transport itself.

The insurance policies of Efternøleren ApS do not cover the customer's, carrier's, haulier's or driver's responsibility for the transport itself.

21. Subcontractors

Efternøleren ApS may use subcontractors for the performance of assignments, including escort vehicles, STA, warning vehicle, VTL, steering-men or other specialist services.

If a subcontractor performs a function that requires special approval, authorisation, training or insurance, it is assumed that the subcontractor has the necessary qualifications and insurance.

Efternøleren ApS is not liable for subcontractors ordered, selected or designated by the customer.

If Efternøleren ApS only facilitates contact with a subcontractor, Efternøleren ApS is not liable for the subcontractor's service unless otherwise agreed in writing.

22. Limitation of Liability

Efternøleren ApS is not liable for indirect losses, including business interruption, loss of profit, loss of time, lost earnings, daily penalties, contractual penalties, consequential damage, loss due to delayed transport, loss due to missing or incorrect permit or loss due to circumstances relating to the customer, carrier or driver.

Any liability for damages on the part of Efternøleren ApS is limited to the amount invoiced for the specific assignment, unless otherwise follows from mandatory legislation.

The limitation of liability does not apply in the event of intentional misconduct or gross negligence on the part of Efternøleren ApS.

23. Complaints

The customer must complain without undue delay if the customer believes that there are errors or defects in the service provided by Efternøleren ApS.

Complaints must, as far as possible, be made in writing and include a description of the matter complained of.

If the customer does not complain within a reasonable time after the customer discovered or should have discovered the matter, the right to make the claim may lapse.

24. Force Majeure

Efternøleren ApS is not liable for non-performance or delayed performance caused by circumstances beyond the reasonable control of Efternøleren ApS.

This includes, among other things, extreme weather, accidents, road closures, authority intervention, police actions, cancelled ferries, strike, illness, technical breakdowns, vehicle breakdown, fuel shortage, war, terrorism or similar, as well as other unforeseen circumstances that make the assignment impossible or unsafe.

In the event of force majeure, Efternøleren ApS may postpone, change or cancel the assignment without liability for any loss suffered by the customer.

25. Governing Law and Disputes

Agreements with Efternøleren ApS are governed by Danish law, unless otherwise follows from mandatory rules.

Disputes shall be settled at the home venue of Efternøleren ApS, unless otherwise agreed in writing or follows from mandatory legislation.

For assignments performed in Sweden, Swedish traffic rules, authority requirements and conditions apply to the actual execution of the transport in Sweden. This does not alter the fact that the contractual relationship between the customer and Efternøleren ApS is, as a starting point, governed by Danish law.