

# BULK 20

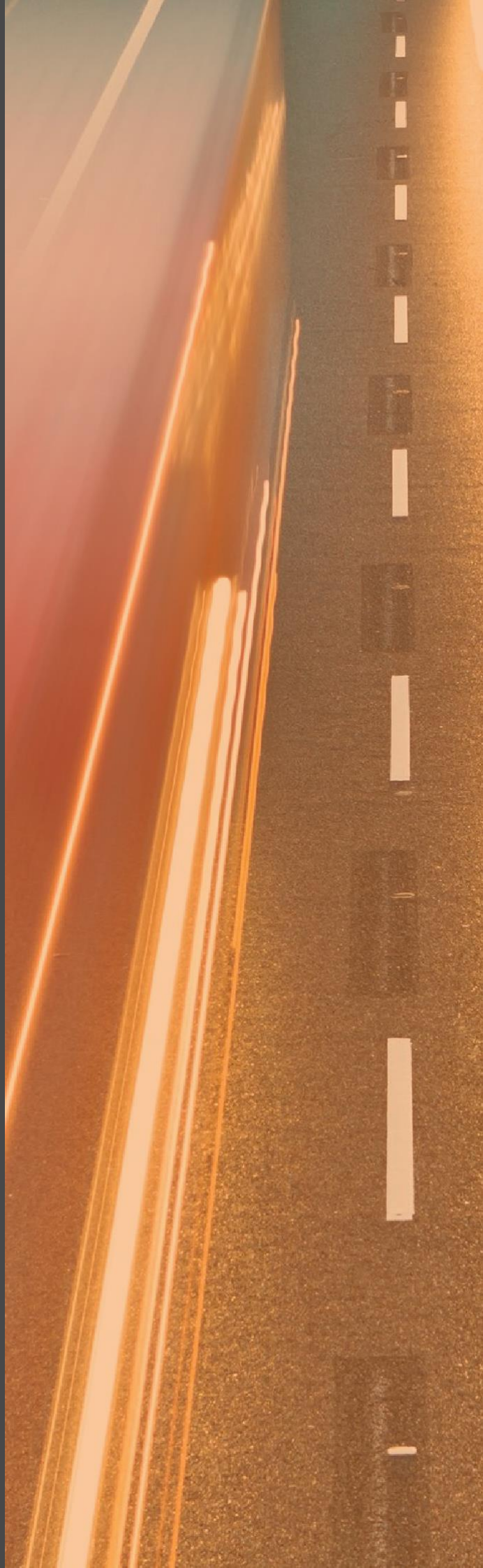
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THE SWEDISH ASSOCIATION OF ROAD TRANSPORT COMPANIES' special liability provisions in connection with liability insurance for contamination damage during bulk transport within the Nordic countries

This is a translation of Bulk 20. In case of conflict with the Swedish version of Bulk 20, the Swedish wording takes precedence.



SVERIGES ÅKERIFÖRETAG





## SCOPE

### Section 1

The Swedish Association of Road Transport Companies' special liability provisions, known as Bulk 20, apply to bulk transports carried out within the Nordic region, provided that the carrier has expressly referred to Bulk 20 in the contract of carriage. Only transport carried out in special containers adapted for goods without their own packaging is covered by these provisions.

"Bulkcontainers" also refers to existing pipelines on the vehicle that lead to goodscontainers, but only up to the so-called connection point to the consignee's equipment.

Under Bulk 20, the carrier is not liable for damage to the transported goods. Such damages are regulated based on the contractual liability arising from the contract of carriage in relation to applicable regulations, such as Alltrans 2007, the Swedish road transport act (1974:610), or in the case of inter-Nordic transport, in the CMR Convention.

These provisions distinguish between the following categories of actors; The "consignor/customer" is equated with the client, the "carrier" is the one who undertakes to carry out bulk transport under these provisions, and the "consignee" is the one who is to receive the goods. Only damages suffered by the intended consignee can be compensated based on the provisions of Bulk 20.

## THE CARRIER'S LIABILITY

### Section 2

Under Bulk 20, the carrier is liable for personal injury or damage to property suffered by the intended consignee and caused by the carrier, by fault or negligence, through contamination (contamination of goods due to the mixing of different substances or types of goods) during bulk transport.

Bulk transport is considered to have begun when the goods were received by the carrier for carriage and terminated when the goods have been handed over to the consignee by having passed the consignee's connection point (see Section 1, Paragraph 2).

### Section 3

The carrier's liability is limited to an amount equal to eight (8) price base amounts in accordance with the social insurance code (2010:110) in force at the time of the damage or damages arising from the same cause.

## THE CLIENT'S LIABILITY

### Section 4

The client is liable, to the extent that it is the responsibility of the client, to ensure that the loading and unloading of vehicles agreed for the assignment, as well as their driving outside the public road network, can take place without damage to both the vehicle and the surroundings. It is the client's responsibility, when contacting the consignor and the consignee, for ensuring that its installations and equipment are approved, well-functioning, and arranged for loading or unloading the bulk deliveries in question. Silos or other loading and unloading facilities must be maintained, and it is the responsibility of the client to inform the consignor and consignee of its obligations in an appropriate manner, in order to avoid damage.

If the client does not fulfil its responsibilities under the first paragraph,

the carrier has the right to refuse to carry out loading or delivery to the consignee until the deficiency has been remedied or instructions for alternative actions have been provided.

## LIMITATION OF THE CARRIER'S LIABILITY

### Section 5

The carrier is not liable for damage:

1. which has affected a person other than the consignee, or which relates to financial consequential or third-party damages;
2. caused by a person other than the carrier or the persons for whom the carrier is responsible;
3. resulting from failure by the client or consignee to comply with the provisions of Section 4;
4. resulting from other incorrect or incomplete information about the goods;
5. if the goods are inadequately labelled or declared and damage occurs as a result, unless the carrier upon receipt of the goods should have realized the deficiency and failed to express a reservation;
6. due to circumstances which the carrier could not have avoided and the consequences of which it could not prevent;
7. resulting from the defective nature of the goods, or because it is in the nature of the goods themselves to spoil or diminish;
8. resulting from the sensitivity of the goods to cold, heat or moisture, *or*
9. to goods transported under these provisions.

### Section 6

If the consignee wishes to claim compensation from the carrier, this must be communicated to the carrier without unreasonable delay. If the consignee neglects to do so, the right to bring proceedings lapses.

The action against the carrier must be instituted within one year of the date on which the goods are delivered to the consignee. If the deadline for bringing a legal action has expired, the claim may not be asserted in any other way, such as via a counterclaim or a claim for set-off.

## INSURANCE

### Section 7

For liability under Bulk 20, there is a special insurance, or an addition to another insurance, that can be taken out by the carrier.

The carrier must be able to demonstrate upon request that it has insured its liability under these provisions.

## PLEASE NOTE

*The carrier's liability under these provisions extends beyond the law, and is therefore limited. For this liability, there is also a limited special insurance which can be taken out by the carrier.*

*The provisions are attached to the contract of carriage, with liability increased in this way.*