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# New decision on the NSAB 2015 and its application to a freight forwarder's alleged breach of a framework agreement

*V.L.K. 24. juni 2025 (U.2025.3806)*

*The Daish Western High Court has issued a decision on whether NSAB 2015 could be deemed agreed through a reference in a "Co-operation Agreement," and, if so, whether the rules in NSAB 2015 applied when assessing whether the Customer gave timely notice in response to the Forwarder's termination of that Co-operation Agreement.*

## 1. Facts

The case concerned a framework agreement - termed a "Co-operation Agreement" - between a Forwarder and a Customer for 800 container shipments at a fixed price per container. The Co-operation Agreement was an overarching framework under which individual container shipments were to be booked separately. It included an incorporation clause - "*All services rendered are subject to the General Conditions of the Nordic Association of Freight Forwarders (NSAB 2015)"* - together with a provision that "Cargo Owner subject themselves to NSAB 2015." The wording mirrors the reference text recommended by the Danish Freight Forwarders (Danske Speditører) for adopting NSAB 2015 in both Danish and English.

In late summer 2021, the Forwarder notified the Customer that global disruptions in the freight market - including the effects of COVID-19 and the Suez blockage - amounted to a force-majeure-like situation that would prevent performance as envisaged. On 15 September 2021, the Forwarder stated it would not be able to ship the remaining 425 of the 800 containers before 30 September 2021, but offered continued assistance after expiry of the agreement.

Part of the ensuing dispute concerned price and capacity: the Forwarder's subcontractor could not provide the expected volume; the Forwarder proposed alternatives (including rail or ocean transport at market rates) that the Customer did not find economically acceptable.

On 6 October 2021, the Forwarder terminated the Co-operation Agreement. By e-mail of 7 October 2021, the Customer disputed that termination was justified and expressly reserved all rights. By letter of 27 December 2021, the Customer quantified a damages claim based on the costs it had to pay Maersk for substitute transports.

During the proceedings, the Customer argued that NSAB 2015 had not been agreed for the Co-operation Agreement and, in any event, only applies to specific transport contracts and not to a framework agreement with general terms. This rested partly on the view that framework agreements are not, in themselves, transport contracts and partly on the notion that NSAB 2015 primarily regulates "services rendered" under a particular transport. The point was developed by reference to the presence of non-transport provisions (payment, confidentiality, GDPR, etc.) in the framework agreement, said to show that NSAB could not apply "generally" to a framework.

The Forwarder, conversely, argued that NSAB 2015 had been agreed and that its provisions generally governed the parties' obligations under the Co-operation Agreement. On that basis, the Forwarder contested the damages claim and submitted, among other things, that the Customer's notice was late under NSAB 2015 section 27, with the result that the claim was time barred. as out of time.

## 2. The ruling and the court's reasoning

The High Court held that NSAB 2015 had been validly agreed between the parties and that the rule set governed the services the Forwarder was to perform under the Co-operation Agreement. The court stated that the fact the claim concerned services that - in the Customer's view - had not been delivered did not alter that conclusion. In other words, NSAB 2015 applied even though the dispute involved alleged non-performance of the Co-operation Agreement.

Because NSAB 2015 provided the contractual basis, the next issue was whether the Customer had given timely notice under section 27. Under that provision, the decisive point is when the Customer knew or ought to have known of the circumstances giving rise to a potential claim.

The High Court found that it was only upon the termination on 6 October that it became clear the remaining transports would not be carried out. An earlier communication in August — merely indicating that completing the remaining transports would be difficult — did not trigger the notice period. The court emphasised that the breach became definitive and unequivocal upon termination, so the period ran from that date.

The notice sent on 7 October was therefore given "without undue delay" and within the 14-day period in section 27. The court further confirmed that a timely, written notice expressly reserving rights is sufficient to preserve a claim; it is not a condition that a claim quantification is submitted at the same time, provided the counterparty promptly receives a clear statement that liability will be pursued.

The Forwarder's contention that notice was late was therefore not upheld.

## 3. General observations

For contracting practice in the transport and logistics sector, the ruling provides a clear starting point: if the parties want a framework agreement to be governed by NSAB 2015, those rules must be incorporated into the framework itself.

The ruling is also a reminder that, following a concrete interpretation, provisions in NSAB 2015 can apply when resolving ordinary disputes on issues not directly regulated by NSAB 2015 but addressed in a co-operation agreement that sets the general framework for the parties' relationship - including the extent of a party's obligation to provide specified transport capacity.

Finally, the ruling shows that the notice period in NSAB section 27 will be regarded as met if the customer issues a general reservation of rights to bring a claim, without at the same time submitting a quantified damages claim or otherwise invoking specific remedies - provided that the reservation is given in time.

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