

## General Terms and Conditions Conventional Block Trains (version 2021)

### 1 Definitions

In these Conditions the following words and expressions have the following meanings:

- "Additional Services" means the additional services to be provided by Lineas next to the Services as may be requested by the Customer according to the provisions of this Agreement.
- "Agreement" means the agreement between Lineas and the Customer for the provision of the Services, including the Offer, the Conditions and the appendices (if any).
- "Charges" means the charges, rates, prices, cancellation fees, fees and costs payable by the Customer for provision of the Services or as otherwise agreed in writing between Lineas and the Customer following any change of the scope of the Services from time to time.
- "CIM" means the Uniform Rules concerning the Contract of International Carriage of Goods by Rail, Annex B to COTIF, as amended from time to time.
- "Conditions" means these conditions and any special conditions agreed in writing between the Customer and Lineas.
- "Consignee" means the person (who may or may not be the Customer) to whom Lineas delivers the Goods.
- "Consignment Note" means the consignment note for loaded wagons or a wagon note for empty wagons (hereinafter "Consignment Note"), drawn up in accordance with the dispositions of the CIM, the "CIM (GLV-CIM) Consignment Note Manual", the "CIM Freight Manual", or the "CUV (GLW-CUV) wagon Note Manual", available on the CIT website (<http://www.cit-rail.org>).
- "Consignor" means the person (who may or may not be the Customer) from whom Lineas collects the Goods.
- "COTIF" means the Convention concerning International Carriage by Rail.
- "Customer" means the person(s), firm or company named in the Agreement who purchases the Services from Lineas.
- "Dangerous Goods" means goods of any nature falling within the definition of "dangerous goods" given in RID.
- "Extra Train" means a Train that is performed in addition to Scheduled Trains defined in the Agreement.
- "Force Majeure" means circumstances, which were i) unforeseeable when entering the Agreement, (ii) which are not imputable to the party invoking Force Majeure, (iii) which effects are unavoidable and (iv) which actually prevent the performance of the obligation of the Party invoking force majeure, such as (subject to the above mentioned conditions and not limited to) acts of God, natural disasters, landslides, war or threat of war, riots, hostilities, sabotage, acts or restraints of governmental authorities, shortages in energy supply, power failure, breakdown of machinery, accidents, damage to facilities, rail infrastructure problems (even when the problems can be attributed to a fault or negligence of the infrastructure manager), fire at a depot or delivery site, weather-circumstances which obstruct safely operations (fog, heavy winds, ...), strikes, lock-out, and labour disputes.
- "Framework Agreement" means the existing framework agreement between Lineas and Customer in any form whatsoever, if any, which covers and prevails over all agreements between Lineas and Customer, including this Agreement, as amended from time to time.
- "GCU" means, with respect to the use of wagons, the rules of the 'General Contract of Use for wagons' and among others its annexes 9 and 10, a multilateral contract based on COTIF and its appendix D.
- "Goods" means goods in bulk or contained in one parcel, package, wagon or ILU, as the case may be, or any number of separate parcels, packages, wagons, or ILU's, in relation to which Lineas is to provide Services as set out in the Agreement.
- "Intermodal Loading Unit", abbreviated as "ILU", means containers, swap bodies or trailers that are loaded or empty.
- "Offer" means the description of the Services and the price offer for the provision of the Services as part of the Agreement.
- "Private siding" means a place of acceptance and/or place of delivery, including a terminal, station and/or hand-over point, on a site of the Customer or a Relevant Third Party.
- "Railway Industry Standards" means as the context requires the applicable published rules and regulations including safety protocols and codes of practice and conduct in force from time to time relating to any equipment or activity or service to be provided under or used in connection with the Agreement.
- "Relevant Third Party" means the Customer's employees, servants and agents, Consignees, Consignors, (sub)contractors, the owner of the Goods (and any person with an interest in the Goods of any kind) and any person to whom the Customer transfers, delegates or otherwise permits the benefit of the Agreement.
- "RID" means Regulation concerning the International Carriage of Dangerous Goods by Rail (RID), Appendix C to COTIF, as amended from time to time.
- "Scheduled Train" means a Train scheduled in the annual planning (the transport plan).

- “Services” means the service(s) to be provided by Lineas for which the Charges are due as exhaustively listed in the Offer or as otherwise agreed in writing between Lineas and the Customer regarding any change of the scope of the Services from time to time.
- “Train” means a composition of connected railway wagons that are transported together by a locomotive from one place to another place, whether it is an open train or a company train.

## 2 Offer

The Offer is valid for a period of thirty (30) days as from the date of the Offer.

The Offer shall no longer be valid when the information, which Lineas has received from the Customer and which forms the basis of the Offer, changes, unless communicated otherwise by Lineas to the Customer in writing.

The Offer is subject to a solvability check of the Customer by Lineas and the availability of means and the effective organization of the specific Services. Notwithstanding the foregoing the Offer shall only become binding for Lineas after the signing of the Offer by both Parties.

Any cost in relation to the preparation of the Offer which after the acceptance of the Offer has been cancelled by the Customer shall at all times be due by the Customer as from the acceptance of the Offer.

All Charges expressed in the Offer in a currency other than euros are calculated on the basis of the current applicable exchange rates (if any). Lineas reserves the right to charge any change in exchange rates.

All services related to demurrage, holding, picking, retention and / or storage of wagons are not included in the Charges mentioned in the Offer.

After signing of the Offer by both Parties, the Offer, including its Appendices (if any) and the Conditions, will become the Agreement

## 3 Services

The Customer appoints and entrusts to Lineas the performance of the Services and Lineas accepts and agrees to perform the Services for the benefit of the Customer under the specific terms and conditions set out in the Agreement.

Lineas may render Additional Services at the written request of the Customer to the extent possible. In case Parties would agree that Lineas shall perform Additional Services, other than the Services determined in this Agreement, Parties will agree in writing on the description and scope of the Additional Services, as well as the charges for such Additional Services. Except if otherwise agreed, these Conditions will also apply on the provision of the Additional Services.

A list with Additional Services is published on the website of Lineas (<https://lineas.net/en/document-library>). This list, as amended from time to time, forms an integral part of the Agreement. If Services mentioned on this list have to be provided by Lineas, the charges

determined in this list will be applicable unless agreed otherwise.

Where the place of acceptance or delivery is located at any Private Sidings (save where access to such Private Sidings is governed by a separate private sidings agreement to which Lineas is a party), the Customer shall ensure that (i) Lineas has access to the Private Sidings and the Private Sidings are in appropriate and safe condition reasonably required by Lineas to enable it to provide the Services, free from defects and comply with all applicable Railway Industry Standards, (ii) the Private Sidings are connected to the public rail network enabling safe transfer onto the public rail network and do not allow risk to be imported onto the public rail network. The Customer shall not rely upon Lineas carrying out any checks upon Private Sidings.

Each Party shall take all reasonable steps to ensure the health and safety of the other Party’s employees, agents or sub-contractors whilst on the Private Sidings and shall consult and liaise with each other with a view to maintaining a safe system of work at such premises.

Unless agreed otherwise, the Uniform Rules Concerning the Contract of International Carriage of Goods by Rail (hereinafter “CIM”), appendix B of the Convention concerning International Carriage by Rail of 9 May 1980 (“COTIF”), apply to the international and national carriage of goods by rail under the Agreement.

Lineas may have all or a part of the carriage of the Goods by rail performed by successive carriers (art. 26 CIM), or entrust all or part of the carriage of the Goods by rail to substitute carriers (art. 27 CIM).

## 4 Consignment Note

Every carriage shall be subject to a Consignment Note. The Customer is responsible for the data of the Consignment Note and shall send the data of the Consignment Note in an electronic format that is compatible with the IT and management systems of Lineas.

The Customer warrants and represents that a) the description and particulars relating to the Goods are complete, true and accurate in all respects; and b) the Incoterms 2020 are used. Only the Incoterms Ex Works and Delivery Duty Paid may be used. In the event of the Customer submitting a paper Consignment Note or if the data are incorrect, incomplete, or not compatible with the IT and management systems of Lineas, Lineas reserves the right to charge the Customer for additional costs. If Lineas himself completes the data for the Consignment Note, it shall always act in the name and on behalf of the Customer. In such an event the Customer shall give Lineas such details for each Consignment as Lineas may require from time to time. The Customer will issue Lineas with adequate information and instructions for the Goods. If the Customer should change any aspect of a Consignment Note after advising Lineas of the information required in this provision, then the Customer shall as soon as practicable notify Lineas of such changes (and in any event shall notify Lineas prior to the movement of such Goods).

All necessary freight data concerning the Consignment Note must be transferred by the Customer to Lineas in time to allow for (electronic) processing and the completion of the administrative and technical dispatch checks for the scheduled departure of the Train (120 minutes before departure at the latest). The waste dispatch advice must be transferred to Lineas in time to allow the advice numbers to be recorded in the IT and management systems of Lineas prior to loading on to the train (120 minutes before departure at the latest). Lineas shall not be responsible for any delays caused because of such missing or incorrect notification.

## **5 Planning**

### **5.1 General**

The annual planning of Scheduled Trains (the transport plan) is defined in the Agreement. The effective quarterly, monthly, weekly and/or daily detailed planning of Scheduled Trains and Extra Trains, if any, is sent by the Customer at the latest and in accordance with the order or booking confirmation rules as set out in the Agreement and the planning instructions of Lineas. If the Customer has not respected the order or booking confirmation rules as set out in the Agreement and the planning instructions of Lineas, the carriage of the Goods may be refused. Lineas shall in this case not be responsible for any delays caused because of such missing or incorrect planning.

In case a holiday period (e.g. Summer holiday, Christmas Holiday, Easter Holiday,...) or a public holiday (e.g. Ascension Day, Whitsun, Labour Day, national holiday, Assumption day, Ass Saint's Day, Armistice Day,...) has an impact on the transport plan, Lineas can communicate an adapted transport plan to the Customer. The Customer has to provide any possible feedback on the adapted transport plan due to the holiday impact at the latest 65 days previous to the first circulation date of the adapted transport plan, otherwise the adapted transport plan as communicated by Lineas will be applicable.

Should the Customer request an adapted transport plan in view of the aforementioned holiday periods or public holidays, the Customer has to request this at the latest 65 days previous to the first circulation date of the adapted transport plan, otherwise the transport plan as communicated by Lineas will be applicable. All requested adaptations by the Customer are subject to operational feasibility check.

### **5.2 Extra Trains**

Requests by the Customer for an Extra Train shall be expressed in writing. After receiving such a request, Lineas will perform an operational feasibility check. In case the Extra Train can be provided, Lineas will confirm the operational feasibility and the applicable Charges for such Extra Train.

### **5.3 Cancellations**

In case cancellation deadlines and/or cancellation fees are mentioned in the Agreement, the Customer has to respect these cancellation

deadlines and has to pay the cancellation fees in accordance with this Agreement.

If no cancellation deadlines and/or cancellation fees are mentioned in the Agreement, Lineas can charge the Customer all costs incurred by Lineas due to a cancellation by the Customer after the order or booking confirmation.

Lineas will do its utmost best to respect the planning. In case of cancellations of planned Trains by Lineas, no costs for the cancelled Train will be charged to the Customer and Lineas cannot be held liable for any damages and/or losses.

## **5.4 Minimum Commitment**

If for a certain Service a minimum commitment has been determined in the Agreement, the Customer guarantees to respect the minimum commitment described in the Agreement during the entire period of the Agreement. If the Customer does not respect this minimum commitment, the Customer shall pay the compensation mentioned in the Agreement.

If no compensation has been mentioned in the Agreement, the Customer has to pay the applicable Charges for the respective Service, or the average of the applicable Charges if different Charges are applied for the respective Service, per missing number of its minimum commitment.

Services that are timely cancelled by the Customer or Services for which the Customer has paid a cancellation fee, do not, even not partly, release the Customer from its obligation to respect the minimum commitment.

Services cancelled as due to Force Majeure and Services cancelled by Lineas for other reasons than Force Majeure, will be considered as a Services ordered and paid for by the Customer.

Services cancelled by the Customer or by Lineas because of holidays do not, even not partly, release the Customer from its obligation to respect its minimum commitment.

## **6 Obligations Concerning the Goods**

### **6.1 Dangerous Goods**

The Customer must declare to Lineas the presence of any possible Dangerous Goods or waste permitted under the UIC data specification, and must comply with all laws and regulations that govern their transport. In addition, the provisions of the Regulation on the International Carriage of Dangerous Goods by Rail (RID) are applicable in their entirety and must be complied with by the Customer and a Relevant Third Party, in particular the obligations to be respected by the consignor and the consignee. The Customer shall provide Lineas with precise and correct identification of the Goods or Dangerous Goods and all documents, permits, licenses and certificates required by law and regulation for any official treatment of the Dangerous Goods and the carriage of the Dangerous Goods by rail. The Dangerous Goods classified in RID class 7 (radioactive substances) or RID class 1 (explosives) are subject to a special

authorization procedure and their carriage is not authorized solely under this Agreement.

Lineas shall have the right to enter and have access to any premises not owned by Lineas where Dangerous Goods are or are to be loaded or unloaded to audit the loading and unloading procedures that are in place and/or which occur in relation to Dangerous Goods and where such premises are not owned by the Customer, the Customer shall procure that Lineas shall have such right to enter and access such premises.

Where Goods which are held by Lineas after transit or whilst transit is suspended are Dangerous Goods, then Lineas will hold such Goods at the Customer's sole risk and Lineas may, if it is satisfied it is reasonable to do so, destroy the Goods and/or return them to the Customer or the Consignor or the Consignee (who shall receive them at once) or otherwise dispose of them (all of the foregoing at the Customer's cost).

If Lineas agrees to carry any Dangerous Goods in writing, but this carriage by rail entails extra costs due to special requirements, Lineas may charge the Customer additional costs.

## **6.2 Loading and Unloading**

By default and unless agreed otherwise, the parking of the wagons, the handling, loading and unloading of the wagons, discharge and/or storage of Goods, packaged and labelled as set out in these Conditions and at the times stated in the Agreement, at the place of acceptance or at the place of delivery is the responsibility of the Customer, which has to respect any appropriate instructions given by Lineas and which has to assure that all these operations are timely executed in order for Lineas to be able to respect the planning. Before any shipment, the Customer must place seals on the closed wagons if this is required by law, regulation, Railway Industry Standard or the Agreement.

Lineas reserves the right to inspect the Goods, the way in which the loading is done, the compliance of the Goods with the statements in the Consignment Note or the information given by the Customer and any defects and damage at any time. Such inspections do not in any way imply any responsibility on the part of Lineas.

## **6.3 Package, Labels and Sealing**

The Customer shall ensure that all Goods:

- a) are adequately and properly packaged, labelled and sealed and that such packaging, labelling and sealing complies with all laws, regulations and Railway Industry Standards;
- b) will be safe and fit to be transported; and
- c) will not cause death or personal injury to any person or damage to any property or other Goods during transportation.

If Lineas, in its reasonable opinion, considers that the Goods or any part thereof cannot be safely or properly carried or stored due to the condition of the Goods, inappropriate packaging, labelling and sealing, Lineas shall be entitled to request that the Customer inspects any part thereof and takes any remedial steps as are reasonably necessary prior to Lineas being required to carry the Goods. In the

event that such steps result in the Train being delayed beyond its scheduled departure time, Lineas shall not be liable and any costs, penalties, fees, compensations, charges and/or indemnification payments incurred by Lineas shall be payable by the Customer.

## **6.4 Special Requirements**

The Customer confirms that, other than as agreed in writing with Lineas, there are and will be no special requirements for the transport of the Goods. Accordingly Lineas shall have no liability for any deterioration or loss of or damage to the Goods resulting from any such special requirement not so agreed in writing. If the Customer notifies Lineas of any such special requirement Lineas shall have no obligation to transport such Goods unless it agrees to do so in writing. If Lineas agrees to carry any Goods for which there is a special requirement it may charge the Customer additional costs.

## **7 Wagons and Equipment**

### **7.1 General**

With respect to the use of wagons by Lineas or by other railway undertakings, the rules of the GCU are applicable.

The Customer is liable for all damages to the wagons and costs arising from the damages to the wagons (including sort/shunt out and in costs, transport costs, repair costs, loss of use, etc), caused by the Goods, caused by the Customer or a Relevant Third Party or caused when the wagons are in the custody of the Customer or a Relevant Third Party, in particular during the loading and unloading operations, no matter where these operations take place.

Before acceptance of the wagons by the Customer or a Relevant Third Party, the Customer or a Relevant Third Party must check that the wagons are suitable for the Goods and are free of anomalies upon brief visual inspection. Any anomaly found must be reported to Lineas within 24 hours after the receipt of the wagon. In the absence of a report, any defect shall be deemed to have been caused by the Customer, unless the Customer can prove that the damage was not caused by the Goods, a fault of the Customer or a Relevant Third Party, or when the wagons were not in the custody of the Customer or a Relevant Third Party.

The Customer is bound to empty, decontaminate, and properly clean the wagons after use, at his own expenses. If during handling, loading, unloading or cleaning, the wagons, the railway infrastructure or the installations are contaminated, the Customer is bound to clean these immediately and at his own expenses. If the wagons are not emptied, decontaminated, and cleaned properly, Lineas reserves the right to charge the Customer for additional costs.

Lineas's tariffs, terms and conditions for demurrage, holding, picking, retention and / or storage of wagons as published on Lineas's website under 'Document library' (<https://Lineas.net/en/document-library>) are



applicable to this Agreement. The Customer acknowledges having received a copy of the aforementioned tariffs, terms and conditions and hereby explicitly accepts them. The Customer shall ensure that the Relevant Third Parties are aware of, are subject to, and comply with the provisions of aforementioned tariffs, terms and conditions. The Customer shall ensure that Lineas can enforce the aforementioned tariffs, terms and conditions directly against the Relevant Third Parties. The Customer shall indemnify Lineas against all or any claims from any Relevant Third Party (regardless of whether Lineas is in breach of the Agreement or not) or any loss or damage incurred by Lineas arising from breach by the Customer of this provision.

In case of a (defective/damaged) wagon that needs to be sorted/shunted out, the Parties agree to apply the following process: (1) Lineas shall gather the details about the nature of the defect/damage (place, time, train, wagon, container numbers, type of cargo, load shifting, defect, damage, hazardous goods, etc.). (2) Lineas shall decide whether the wagon has to be sorted/shunted out or not according to the nature of the damage. (3) Lineas shall charge the Customer the costs incurred for the sorting/shunting out of the wagons in accordance with the GCU for the damage to the wagons in case the defect of or the damage to the wagons is caused by the Goods, the handling, packaging, labelling, loading and unloading of the Goods (except in case Lineas is responsible for the handling, loading and unloading of the Goods) or by the Customer or one of its contractors, Consignees or Consignors.

## **7.2 Wagons and Equipment Supplied by Customer**

When the Customer or a Relevant Third Party is to provide any wagons and/or equipment for Lineas to use in transporting Goods, whether such wagons and/or equipment is owned by the Customer, Relevant Third Party or any other person, the Customer or a Relevant Third Party shall only provide wagons and/or equipment that is safe and fit to run or operate, is free from defects, complies with and is maintained in accordance with all applicable Railway Industry Standards and is registered with the appropriate authority if this is required.

The Customer shall only provide wagons of other keepers who have subscribed to the GCU or have concluded a contract with a similar content with Lineas. In case the Customer provides wagons whose keeper has not subscribed the GCU or has not concluded a contract with a similar content with Lineas, the Customer will, apart from his other contractual obligations, take over all duties and liabilities of a 'keeper' in terms of the GCU. The Customer shall only provide wagons assigned to a duly certified Entity in Charge of Maintenance (hereinafter "ECM"), in accordance with art. 15 of appendix G of the COTIF convention. Lineas shall be entitled to refuse to transport or operate any non-compliant wagons and/or equipment. The Customer shall not rely upon Lineas carrying out any checks upon such wagons and/or equipment.

The Customer guarantees that the wagons provided by the Customer or a Relevant Third Party, shall meet the requirements of:

- a) from 01.01.2020 for transport within/through Switzerland, the requirements of the Federal Act on Railway Noise Abatement (Bundesgesetz über die Lärmsanierung der Eisenbahnen); and
- b) from 13.12.2020 for transport within/through Germany, the requirements of the Railway Noise Protection Act (Schienenlärmenschutzgesetzes); and
- c) from the 2024 timetable for transports within/through the European Union, the requirements of Regulation (EU) No 1304/2014.

If the Customer or Relevant Third Party provides a wagon which does not comply with the legal requirements, Lineas may refuse to transport the wagon. The Customer shall in any case indemnify Lineas for any costs, damages, fines and third party claims resulting from the provision of a wagon by the Customer or a Relevant Third Party that does not comply with the legal requirements.

## **8 Duration, Suspension and Termination of the Contract**

If a term or duration has been determined in the Agreement, Parties cannot terminate the Agreement before the end of the term or duration mentioned in the Agreement, unless agreed otherwise.

If no term or duration has been determined in the Agreement, the Agreement can be terminated with a period of notice of 6 months, unless agreed otherwise. During the period of notice, the Customer has to further respect the minimum commitment as determined in the Agreement. If no minimum commitment has been determined in the Agreement, the Customer has to order during the period of notice the same average monthly volumes as ordered on average per month before the start of the period of notice.

In the event of early termination, whether done in accordance with the terms and conditions of the Agreement or not, the Charges for the Services provided until the actual date of termination shall in any case be due by the Customer.

In the event of an early termination of an Agreement with an agreed term or duration, other than in accordance with the terms and conditions of the Agreement, Lineas reserves the right to claim an additional lump sum compensation equal to the total Charges that would still have been due if the Agreement had been performed until the end date of the term or duration mentioned in the Agreement (hereinafter "the Total Charges"). If a minimum commitment has been determined in the Agreement, the total amount of this minimum commitment that would still have been due if the Agreement had been performed until the end date of the Agreement, will be considered as the Total Charges. If no minimum commitment has been determined in the Agreement, the Total Charges shall be determined on the basis of the average Charges and the average volume of the Services provided to the Customer before the early termination of the Agreement.

In the event of an early termination of an Agreement without an agreed term or duration, other than in accordance with the terms and conditions of the Agreement, Lineas reserves the right to claim an additional lump sum compensation equal to the total Charges that would still have been due until the end of the period of notice that should have been respected (hereinafter "the Total Charges"). If a minimum commitment has been determined in the Agreement, the total amount of this minimum commitment that would still have been due if the Agreement had been performed until the end of the period of notice that should have been respected, will be considered as the Total Charges. If no minimum commitment has been determined in the Agreement, the Total Charges shall be determined on the basis of the average Charges and the average volume of the Services provided to the Customer before the early termination of the contract.

The Parties are entitled to terminate the Agreement at any time, without a prior default notice, in the event of discontinuation of the activities, judicial reorganization, bankruptcy or the liquidation of or on the part of the other Party.

In case the Customer fails to comply with any of its obligations arising from the Agreement or any other agreement, Lineas shall be entitled, without a prior default notice, to suspend all or part of the Services. The suspension shall not give the Customer the right to claim any compensation for damages or losses.

## **9 Liability**

Each Party is liable to the other Party for any damages or losses which are the consequence of its error, shortcoming, omission, negligence and/or failure to comply with a provision of this Agreement, as well as the errors, shortcomings, omissions, negligences and/or failures to comply with a provision of this Agreement by its employees, agents, representatives and/or subcontractors.

A Party cannot be held liable for indirect, consequential, intangible and/or moral damages, including a loss of profit and a loss of revenue, unless specified otherwise in the Agreement.

The Parties cannot be held liable in any way for damages or losses resulting from Force Majeure.

Any liability of Lineas for both international and national Carriage by Rail shall remain within the limitations of the CIM. Any liability of Lineas for loss or damage to a wagon or in the event of damage caused by a wagon, shall remain within the limitations of the GCU.

Any liability of Lineas for damages to and/or losses of the Goods that is not within the scope of the CIM or the GCU, shall be limited to EUR 2 per kg of damaged or lost gross weight of the Goods. For steel products (such as coils, sheets, plates, slabs, pipes, tubes, beams, bars, blooms, billets, wire rods and cast iron pipes) a liability limitation of EURO 1000 per package will be taken into account. The maximum liability regardless of the number of packages for each claim of damage, shall in no case exceed EUR 25,000 per event or series of events caused by one and the same cause. For damage caused to means of transport, the

maximum liability shall not exceed EUR 25,000,-. In case of convergence of several claims relating to damage caused to a means of transport, loss and/or damage of goods or materials made available by the assignor or by third parties, the total liability shall not exceed EUR 50,000,- irrespective of the number of prejudiced parties.

With respect to Additional Services, the liability of Lineas is in any case limited to the value of these Additional Services.

The period of limitation for an action arising from the contract of carriage of the Goods by rail is determined in accordance with the CIM.

The period of limitation for any action against Lineas other than as specified before (e.g. forwarding services, terminal handlings, shunting or parking of wagons on the site of the Customer or its subcontracts, ...) shall be 6 months running from the day following the day the event giving rise to the action took place.

If any, deadlines, time schedules, transit times, (estimated) times of departure and (estimated) times of arrival are notified to the Customer as estimates and for information purposes only and may not be considered as compelling transit periods for Lineas in the sense of art. 16, §1 CIM. Lineas shall not have to pay any compensation, charge, fee or penalty in case the aforementioned transit times are exceeded nor in case (estimated) times of departure or (estimated) times of arrival are not respected and Lineas shall not be responsible for any costs, damages and losses incurred by the Customer or Relevant Third Parties (such as : demurrage, detention, ..) due to exceeded transit times and/or the non-respect of (estimated) times of departure or (estimated) times of arrival.

## **10 Customs and Excise Formalities**

Unless agreed otherwise, the Customer is responsible for the submission of all customs, transit and excise declarations required for the carriage of the Goods and for the fulfillment of all customs, transit and excise formalities related to the carriage of the Goods.

The Customer shall send to Lineas, in an electronic format that is compatible with the IT and management systems of Lineas and using the correct corresponding data fields, a copy of any customs, transit or excise document that has to accompany the Goods according to the applicable legislation (e.g. transit accompanying documents, export accompanying documents, accompanying documents for excise goods) and the MRN or ARC numbers of the respective accompanying documents.

The Customer shall be liable for all costs, damages and losses resulting from the absence, inaccuracy, invalidity or insufficient validity period of any customs, transit or excise declaration or document and for the non-observance of any customs formalities.

In case it is explicitly agreed between Lineas and the Customer that Lineas has to organize the submission of customs, transit and excise declarations (such as transit declarations) and/or the fulfillment of certain customs formalities, Lineas does so on behalf and for

the account of the Customer and under the full responsibility of the Customer. The Customer shall be liable to Lineas and he shall indemnify Lineas at its first request for any claim, damage, loss, cost and/or expenditure related to such customs, transit or excise declarations and customs formalities. The Customer shall at the first request of Lineas provide a sufficient financial guarantee to unconditionally warrant any liability of Lineas under this clause.

If Lineas has to organize the input of any customs, transit or excise related data in an IT or management system of a third party (such as customs authorities, other authorities, sea ports, terminals or other railway undertakings), Lineas does so on behalf of the Customer and under the full responsibility of the Customer. The Customer shall be liable to Lineas and he shall indemnify Lineas at its first request for any claim, damage, loss, cost and/or expenditure related to the input of such data.

The carriage of Goods by rail cannot take place under the paper-based Union transit procedure for goods carried by rail.

The carriage of Goods by rail can take place under the T2 Korridor Procedure subject to prior written consent of Lineas.

For transport of Goods through Switzerland, the Federal Customs Administration (FCA) of Switzerland demands the provision of the appropriate NHM code for the Goods or a NHM commodity code supplemented by a detailed commercial product description (general product descriptions are not permitted). The Customer is responsible to provide Lineas the correct NHM Code or a NHM commodity code with a correct detailed product description of the Goods. The Customer will be liable for all costs, losses and/or damages suffered by Lineas as a result of the absence or inaccuracy of the NHM Code or the detailed product description of the Goods.

#### 11 Freight Forwarding Services

Unless agreed otherwise, in case Lineas organizes a carriage of goods by road, in addition or not to a carriage of the Goods by rail, and/or a carriage of goods by rail without executing the carriage of the Goods by rail itself, Lineas shall act as forwarding agent (comissionair-expediteur) according to Belgian Law for the organisation of such carriage. The duties of a forwarding agent (comissionair-expediteur) consist of forwarding goods either in his own name or in his principal's name, but always on the latter's behalf. Lineas as forwarding agent shall perform its duties with reasonable care, dedication and perception, and he shall be under a duty of normal professional performance of the instructions given to him. The liability of Lineas as forwarding agent shall be limited to that for fault, negligence or omission in the performance of the instructions given to him. Lineas as forwarding agent shall not be liable for the performance of any contract entered into by him for and on behalf of his Customer with third parties, servants or agents, pertaining to storage, transport, customs clearance or the handling of goods, unless it is shown by the Customer that the defective performance thereof was directly caused by the freight forwarder's fault. Lineas as forwarding agent does not guarantee any fixed time or date for delivery, dates of

arrival and departure, unless otherwise previously agreed in writing. The indication of a time or date for delivery by the principal is not binding upon the freight forwarder.

#### 12 Force Majeure

If a Party is unable, wholly or partially, to perform its obligations under this Agreement as a result of Force Majeure, such performance shall be suspended during the period that Force Majeure exists, but for no longer period. The Party claiming inability to perform shall correct such inability promptly to the extent it may be corrected.

#### 13 Charges

In consideration of the provision of the Services the Customer shall pay to Lineas, subject to the terms of the Agreement, the Charges detailed in the Agreement. Lineas shall invoice the Customer during or at any time after the performance of the Services for or on behalf of the Customer.

All payments shall be in euro by electronic transfer to the bank account of Lineas. No payment shall be deemed to have been received until Lineas has received cleared funds.

Lineas has a right to adapt the Charges each year according to the indexation method mentioned in the Agreement.

Charges may be based on subventions or subsidies, if any, that are given, directly or indirectly, to Lineas. In case these subventions or subsidies are decreased, Lineas shall have the right to increase unilaterally, immediately and without prior notice the Charges in direct proportion to the decrease of the subventions or subsidies. The Customer is not allowed to request subventions or subsidies from any authority, governmental body or administration if such request could jeopardize in any way the possibilities of Lineas to obtain subventions or subsidies or financial support from the authorities, a governmental body or an administration.

Should the technical specifications of a Service have to be fundamentally modified (e.g. tonnage, routing, locomotives, wagons, equipment, ...) or should the costs for executing the Service significantly increase due to circumstances outside the control of Lineas and which could reasonably not be avoided by Lineas, Lineas shall be entitled to increase the Charges under the Agreement in direct proportion to any increase of the costs for the performance of the Service.

In case Lineas has to intervene or take measures because of a contingency or because of a fault, negligence or omission of the Customer or a Relevant Third Party, Lineas reserves the right to charge the Customer additional costs and an administration fee which shall be determined by Lineas according to normal and reasonable market practices.

In the event Charges are mentioned per tons, the weight as mentioned on the Consignment note will be rounded up to 100 kg for the determination of the Charges.

#### 14 Invoicing and Payment

The invoices under this Agreement are payable by the Customer within the payment term as specified in the Offer starting from the invoice date. The invoice frequency is defined in the Offer. If nothing has been determined in the Offer, the payment term will be 30 days starting from the invoice date and the invoice frequency will be determined by Lineas. The Customer shall pay all invoices under this Agreement in full and cleared funds without any deduction whether by way of compensation of claims, set-off, netting, withholding, counterclaim, discount, abatement, bank charges of the Customer's bank or otherwise. If certain information has to be mentioned on the invoice (e.g. PO number), the Customer has to communicate this required information before the start of the performance of the respective Services. For each payment, the Customer has to mention the invoice number(s) to which each payment relates.

After expiry of the payment deadline, any unpaid amounts shall, automatically and without notice, be raised with a late payment interest in accordance with the Belgian Act of August 2nd, 2002 on combating late payment in commercial transactions (published in the Belgian Official Gazette of August 7th, 2002) plus 2% and a compensation of 125 EUR per invoice for administrative costs. In the event of the non-payment of an invoice within the payment term, every other invoice issued by Lineas shall become immediately payable.

The invoices under this Agreement may only be disputed within a period of 8 days after the invoice date. The Customer has to communicate the invoice number, the contract/file number, the description mentioned on the invoice related to the dispute, the exact amount of the dispute and a precise reason for the dispute. The dispute has to be sent to [finance@lineas.net](mailto:finance@lineas.net). The Customer has to reply to any information request from Lineas regarding disputes within 8 days. If part of the invoice is timely disputed by the Customer, the Customer has the obligation to pay the undisputed part of the invoice within the payment term as specified in the Offer. The Customer has to pay the entire amount of the invoice in case an invoice is not timely or correctly disputed according to this provision.

If any charge due from the Customer to Lineas under the Agreement or any other agreement is not paid on or before the due date of payment, without prejudice to any other right or remedy available to Lineas, Lineas shall be entitled to cancel or suspend its performance of the Agreement until arrangements as to payment or credit have been established which are satisfactory to Lineas.

Lineas reserves the right to implement at any time alternative invoicing arrangements, such as (by example, without being exhaustive) the provision of a bank guarantee or arrangements requiring the Customer to pay the Charges prior to provision of the Services, if it has any reasonable doubt as to the creditworthiness of the Customer or its ability to pay the Charges.

The Parties agree that Lineas does not have to send paper invoices and that Lineas can send its invoices by e-mail. The customer shall take the necessary technical measures so that the invoices sent by e-mail

can always be received at the email address specified by the Customer.

Lineas shall have, irrespective of the capacity in which Lineas intervenes, a general retention and preferential right over the Goods, wagons and/or documents in his possession as security for all the amounts owed by the Customer to Lineas, in principal, interest, costs and indemnities, and this even for debts of the Customer not relating to the Goods, wagons and/or documents actually held by Lineas.

## **15 Law and Jurisdiction**

This Agreement is governed by Belgian law.

The Parties shall always in first instance attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement through negotiations between the Parties.

Any and all unresolved disputes between the Customer and Lineas arising under, in relation to, or in connection with the Agreement or the Services, shall be brought before the competent courts of Brussels, Belgium.

## **16 Miscellaneous**

Either Party shall keep and procure to be kept secret and confidential any information of a commercial, financial or technical nature about the other Party, which can be assumed to be confidential information and which they have come to know about in conjunction with the negotiation or performance of this Agreement, and shall not use nor disclose the same save for the purposes of the proper performance of the Agreement or with the prior written consent of the other Party. The terms and conditions of this Agreement shall be explicitly held as confidential information. This duty of confidentiality shall be incumbent upon both Parties throughout the term of this Agreement and for three (3) years after its expiry, whatever the cause thereof. The duty of confidentiality shall not be applicable with respect to any information (i) which was in the possession of a party prior to disclosure by the other Party, (ii) which is or becomes part of the public domain at the date of this Agreement, (iii) which was obtained by the Party from a third party without any breach of this Agreement or any other agreement entered into between the Parties, or (iv) which is required to be disclosed by law or by a regulatory body.

The Parties shall not transfer any right or obligation under this Agreement to a third party without the written consent of the other Party, except to a company which directly or indirectly controls, is controlled by or is under joint control with that Party.

The commencement of the Services shall be deemed acceptance of the Agreement, Offer and these Conditions, notwithstanding that the Agreement, Offer and these Conditions may not have been confirmed or signed by the Customer.

The Agreement contains the entire agreement and understandings between the Parties with respect to the subject matter hereof and supersede and replace all prior agreements, offers, or understandings, whether written or oral, with respect to the subject



matter. Unless agreed otherwise in writing, no other terms and conditions apply to the Services.

No failure or delay of a Party to exercise any right or remedy under this Agreement shall be considered, or operate as, a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

The nullity of one or more provisions of the Agreement shall not lead to the nullity of the other provisions of the Agreement.

In the event of a conflict or inconsistency between: a) a term or condition of these Conditions, and a term or condition of the Offer, the relevant term or condition of the Offer shall prevail and apply; b) a term or condition of this Agreement and a provision of mandatory applicable law, the relevant provision of mandatory applicable law shall prevail. "Mandatory applicable law" means all national, supranational, foreign or local laws, legislation, regulations, statutes, statutory instruments, rules, regulations, protocols, directions or guidances from government or governmental agencies or regulatory authorities, which are compulsory, mandatory and cannot be deviated from by the Parties; c) a term or condition of this Agreement and a term or condition of the Framework Agreement with the Customer, the relevant term or condition of the Framework Agreement shall prevail and apply.

## **17 Additional Conditions for Carriage of Goods on Company Trains**

Any cancellation of a company train (block train), even if made for one Train in one direction, made by the Customer shall include both Trains in both directions (meaning the corresponding Train of the round trip). For the avoidance of doubt the organisation of carriage of Goods on company trains (block trains) means the transportation of an entire dedicated Train for the Customer, loaded or not with Goods, on a dedicated route. Lineas shall put the capacity for the company train at the disposal of the Customer. The Customer chooses for company train transportation because the Customer has enough quantity to fill complete Trains.