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The following "General Terms and Conditions for Freight Forwarding Services" (hereinafter referred to as "Terms and Conditions") shall apply to any and all freight forwarding services rendered to customers by the TRANSWAGGON company concluding the respective contract (hereinafter referred to as "TWA"). In this context, the offer or an individual agreement of TWA shall form the basis.

General terms and conditions of the customer shall not apply even if no explicit objection has been raised on the part of TWA.

The following priorities shall be applicable:

In the even of conflicts between the offer or any other agreement and these Terms and Conditions, the provisions set forth in the offer or individual agreement shall have priority.

Mere wagon hires shall exclusively be subject to the General Terms and Conditions for the Short-Term Lease of Freight Wagons" (GTC Short-Term Lease).

If, within the framework of the provision of freight forwarding services, TWA additionally provides the customer with *wagons* or *wagons* made available by TWA are used by the customer without knowledge of TWA, the provision of the *wagons* shall be subject to the GTC Short-Term Lease, whereas the freight forwarding services shall be subject to these Terms and Conditions. In the event of conflicts between these Terms and Conditions and the GTC Short-Term Lease, the provisions of the short-term lease shall have priority.

Side agreements or reservations, modifications and/or amendments to these Terms and Conditions shall not become effective unless a *written* agreement has been made between the Parties. This shall also apply to a waiver of this written form agreement.

1. Definitions

Delivery

Transfer of the physical control of the carried goods to a third party designated by the customer or the *recipient*.

Loading and unloading periods

If TWA also provides *wagons*, the customer shall be granted a period of one working day for loading and unloading activities as from the time of arrival (see GTC Short-Term Lease). This period shall be taken into consideration in the offer and, consequently, be free of demurrage costs.

Recipient

The legal entity or person to whom the goods have to be delivered according to the offer or individual agreement or due to effective instructions by the customer or another authorised person.

Freight rate-paying third party

TWA shall negotiate the commercial terms and thus provide for an offer for carriage. TWA shall assume the payment of the freight only and shall not be a party to the transport contract.

Third-party wagons

Wagons not owned by TWA and made available for freight forwarding services by the customer or, on the customer's behalf, by third parties.

Conflict zones

Regions where war-like conflicts or interventions on the part of higher authorities, particularly seizures, confiscations and expropriations are very likely to occur or already occurred. Economic crises shall be excluded, unless interventions on the part of higher authorities must be expected.

Written / in writing

Emails and letters if content, author and time of preparation can be identified.

Freight forwarding services

Freight forwarding services within the meaning of these Terms and Conditions shall include but not be limited to: planning and organisation of freight transport by rail, including pre-carriage and on-carriage, organisation of train composition/handling/interim storage, organisation of the return of empty *wagons*, selection and purchase RU-service as sender, selection and provision of transport services as *freight rate-paying third party*, transport monitoring. Upon request of the customer, additional freight forwarding services can be added. In this case, too, these Terms and Conditions shall apply. The freight forwarding services to be rendered to the customer can in each case be derived from the offer or the individual agreement.

Immediately

Without negligent or intentional delay, in each case with respect to the task to be fulfilled.

Demurrage

Agreed-upon or adequate compensation arising when *loading and unloading periods* fail to be observed, unless TWA is liable for such non-compliance.

Day

Calendar day.

Wagons

Freight wagons made available to the customer by TWA.

2. Services

- 2.1 The freight forwarding services to be rendered by TWA shall be limited to those services explicitly listed in the offer or the individual agreement. Changes or amendments, if any, to the offer or the individual agreement shall be subject to the *written* consent of the Parties.
- 2.2 TWA shall not be obliged to provide services in *conflict zones*, unless TWA has confirmed the provision of such services explicitly and *in writing*. This shall particularly be applicable if the region becomes a *conflict zone* after submission of the offer by TWA or after conclusion of the individual agreement.
- 2.3 TWA shall select the railway undertaking ("RU") as well as other transport service providers in consultation with the customer prior to submitting the offer.
- 2.4 If TWA arranges for the transport on behalf of the customer, TWA shall act and appear as *freight rate-paying third party* only. In such cases, bills of lading shall be prepared by the customer according to the instructions given by TWA, particularly with respect to the specification of tariffs, contracts with RUs, routing instructions and other specifications important for the transport contract. In the absence of bills of lading or corresponding instructions, the customer shall be obliged to request them *immediately*. The customer shall be liable for any specification deviating from the instructions as well as for non-compliance of instructions or failure to obtain them.
- 2.5 If TWA renders *freight forwarding services* going beyond the offer or the individual agreement or if longer transport routes have to be used due to obstacles to transport or *delivery* and/or due to instructions issued by the customer or another authorised person, the resulting additional services shall be paid for separately. Apart from that, TWA shall have the right to claim reimbursement of expenses if TWA was entitled to regard them as necessary under the specific circumstances and cannot be made liable for them.
- 2.6 The customer shall give TWA prior notice of any and all circumstances relating to the provision of the *freight forwarding services*.
- 2.7 Upon request, the customer shall indemnify and hold TWA harmless from and against all expenses incurred by third parties, unless TWA is liable for such expenses.
- 2.8 If *third-party wagons* are used for the provision of *freight forwarding services*, the customer shall – in its relationship to TWA – be responsible for their complete operational fitness and for the fact that the keeper has become a party to the General Contract for Use for Wagons ("GCU").

3. Right of Lien and Retention

- 3.1 For securing all claims arising for TWA towards the customer on the basis of the specific contract, TWA shall have a right of lien with respect to the goods, as handed over for carriage, of the customer or a third party who gave its consent to the carriage of the goods. Such right of lien with respect to the goods shall also exist in connection with all undisputed claims arising from other contracts concluded with the customer. It shall also extend to accompanying documents and cash funds.
- 3.2 Whenever TWA has receivables due from the customer, TWA shall have a right of retention with respect to the movable property of the customer if and to the extent that such movable property is, according to the customer's wishes, in TWA's direct or indirect possession.

4. Invoicing and Payment

- 4.1 If TWA organises the carriage on the customer's behalf, the customer shall be obliged to provide TWA with all documents required for invoicing, particularly original or duplicate bills of lading, *immediately* after *delivery* to the *recipient*.
- 4.2 Invoices of TWA shall become due for payment upon receipt by the customer. The invoice amount shall be transmitted without any deductions to one of the bank accounts indicated in the invoice.
- 4.3 A default in payment shall automatically occur 10 *days* after receipt of the invoice by the customer, without the necessity of a reminder.
- 4.4 With respect to late payments, TWA shall reserve the right to charge default interest to the customer without further notice. In EU countries, the applicable rate of interest shall be the interest rate specified by the respective legislator pursuant to Directive 2011/7/EU or, as the case may be, pursuant to the respective national implementation rule. For customers outside the EU, the applicable rate of interest shall be the interest rate specified by the legislator pursuant to Directive 2011/7/EU or, as the case may be, according to the respective national implementation rule in Germany.
- 4.5 An offsetting shall be possible in case of undisputed, accepted or judicially established counterclaims only.

5. Liability

- 5.1 The liability of TWA for the provision of *freight forwarding services* as well as the corresponding liability of the customer shall be based on the statutory regulations for freight forwarders applicable in the country where the TWA company submitting the offer or concluding the individual agreement has its registered office.
- 5.2 If TWA takes care of customs clearance, the service provider shall be selected in close coordination with the customer. In this case, TWA shall not be liable for the rendered service.
- 5.3 The Parties shall give each other complete notice of any damage in due time and give the other Party or a third party designated by the other Party the opportunity to inspect the damage.

- 5.4 The customer shall be obliged to assert its claims primarily towards the party who actually caused the damage if it is entitled to assert its own claims against such party.
- 5.5 If and to the extent that the preceding regulations provide for claims against TWA, the customer shall give TWA *written* notice of such claims within a period of 15 *days* after having become aware of the damage, but in no case later than 30 *days* after the damage event. If TWA does not receive this notice in due time, a claim, if any, on the part of the customer shall lapse.

6. Privacy Policy

- 6.1 To the extent necessary for implementing the order, TWA shall be entitled to forward personal data of the customer as well as contact data of the customer's employees and subcontractors to third parties.
- 6.2 The customer shall be obliged to inform its employees and subcontractors about the potential disclosure of data.
- 6.3 The customer shall give its consent to the retention and processing of contract data for safeguarding the legitimate interests of the data controller within the organisation. This shall also apply after completion of the order.
- 6.4 Apart from that, the customer shall give its consent to the use of its disclosed data for marketing purposes by TWA, except for personal data. The consent to use data for marketing purposes may be revoked by the customer at any time by sending an email to privacy@transwaggon.group.

7. Secrecy

- 7.1 The Parties undertake to keep secrecy with respect to any commercial or technical data and information not publicly known which was disclosed, made accessible or otherwise became known within the framework of their cooperation.
- 7.2 The secrecy duty shall not extend to information that was verifiably and lawfully received by a Party from third parties or was already publicly known at the time of contract conclusion or became known at a later time and a disclosure of such information shall not be regarded as an infringement of this secrecy duty.
- 7.3 Unless otherwise provided for by the Parties *in writing*, the secrecy duty shall survive a termination of the cooperation by 5 years.

8. Place of Jurisdiction, Limitation Period, Original Text

- 8.1 The exclusive place of jurisdiction shall be the place of the registered office of the TRANSWAGGON company having concluded the contract with the customer.
- 8.2 The applicable law shall be the law of the country where the TRANSWAGGON company concluding the contract has its registered office.

- 8.3 Claims of a Party towards the other one shall be subject to a limitation period of 3 years, unless otherwise provided for by mandatory law or a clause in these Terms and Conditions. The limitation period shall start at the end of the year during which the claims have come into being.
- 8.4 The original version of these Terms and Conditions has been drawn up in the German language and, where appropriate, translated into the national languages of the individual local branch offices of the TRANSWAGGON companies. In the event of discrepancies between a translated version and the German original wording, the German original wording shall, to the extent permitted by applicable national law, have priority.

9. Severability Clause

- 9.1 If one or more provisions in the offer, the individual agreement or these Terms and Conditions are or become void, ineffective or unenforceable during the term of the cooperation, the Parties undertake to replace them by other effective and enforceable regulations coming as close as possible to such provisions in economic terms.
- 9.2 All other provisions shall remain unaffected and continue to be effective.
- 9.3 The preceding provisions shall also apply if the offer or these Terms and Conditions are found to be incomplete. In this case, the Parties shall supplement the offer, the individual agreement or these Terms and Conditions by provisions coming as close as possible to the economic goals originally pursued by the Parties when concluding the contract.