

General Terms and Conditions of Service (GTC)

for HSL Logistik GmbH

(as of 1 Jan. 2024, registered office Hamburg)

I. Scope, deviating and supplementary conditions

HSL Logistik GmbH (hereinafter referred to as HSL) shall provide all services - including future services - in accordance with the following GTC and the conditions specified in letter

c) below. For international transports, the Uniform Rules concerning the Contract for International Carriage of Goods by Rail (CIM) and the General Terms and Conditions of Carriage for International Freight Traffic by Rail (GCC CIM) published by the CIT shall apply as amended from time to time. The GTC also apply to international transports, insofar as the CIM and the GTC CIM do not contain any regulations. Where transport operations are carried out abroad, the valid GTC of the railway company operating in that country shall apply.

- a) The contractual relationship between HSL and the customer shall be governed exclusively by HSL's GTC, unless otherwise agreed with the customer in individual cases. Conflicting, deviating or supplementary provisions of the customer shall not become part of the contract, even if HSL does not expressly object to them.
- b) In addition to the GTC, the following conditions shall apply as amended from time to time: all regulations for the carriage of dangerous goods by rail, in particular
 - the Ordinance on the Transport of Dangerous Goods by Road, Rail and Inland Waterways (GGVSEB) and the Regulations concerning the International Carriage of Dangerous Goods by Rail (RID),
 - the General Contract of Use for Wagons (GCU),
 - the UIC Loading Guidelines

In addition, the commercial regulations for the carrier for the sale of goods by forwarding agent of the German Commercial Code (HGB) shall apply, otherwise also the German Civil Code (BGB).

II. Service agreement, individual contracts

- a) The basis for the services to be provided by HSL is generally a service agreement to be concluded in writing with the customer. The extension, amendment or conclusion of a new service agreement does not require the written form. If the

service agreement has not been signed by both parties, HSL's confirmation, unless immediately contradicted by the customer, shall be binding. This can be done by email, fax or telephone.

- b) The service agreement contains essential service data required for the conclusion of individual contracts, in particular freight contracts (e.g. relation, load, wagon type, load unit, price per unit).
- c) The written order must be received in the mailbox Verkehrsplanung@HSL-Logistik.de no later than by 12:00 noon on Wednesday of the previous week in order to be included in the order process; orders submitted after this time are queued accordingly.
- d) A written order as follows must be received from the customer by no later than 12:00 noon on Wednesday of the week prior to the planned transport:

1.1 National transport to the address Verkehrsplanung@hsl-logistik.de

1.2 International transport to the address planning-europe@hsl-europe.eu

1.3 For orders that include both options (national + international), to both addresses Verkehrsplanung and Planning.

All other orders are placed at the back of the queue.

The individual contract is only concluded when the respective department (national / international) confirms the order in writing to the dispatch address. If the customer wishes a confirmation of receipt of the order, this must be requested in writing in the order.

- e) If a consignment note in accordance with HGB or CIM is used, this is deemed to be an order.

III. Consignment note

- a) Unless otherwise agreed, the customer shall issue a consignment note. The consignment note shall not be signed by HSL; printed or stamped name or company details shall not be deemed to be a signature.
- b) If the customer places the transport order without using a consignment note, the customer is liable for the correctness and completeness of all information contained in the transport order in accordance with Section 414 HGB or Art. 8 CIM.

IV. Wagons and loading units (LUs), loading periods, liability

- a) HSL shall provide suitable wagons and loading units (LUs) at the customer's

- b) The customer is responsible for correctly specifying the required number and type of wagons and loading units as well as the destination; Section 412 (3), Section 415 and Section 417 HGB apply accordingly to the provision of wagons and loading units prior to the conclusion of a contract of carriage.
- c) The customer is obligated to use the wagons and LUs provided by HSL exclusively for the contractually intended purpose.
- d) If the customer provides wagons and LUs, it must check them for their suitability for the intended purpose and for visible defects before loading and inform HSL immediately of any defects.
- e) The customer shall ensure that the wagons provided by them are safe to operate and technically approved in accordance with the applicable national and international regulations and that they remain technically approved during their period of use.
- f) The customer is liable for damage to wagons and LUs.
- g) HSL only moves wagons that are assigned to a certified ECM centre. The customer shall inform HSL which ECM centre their wagons are assigned to before concluding the service agreement. The customer must notify HSL immediately of any changes in the ECM status.
- h) Unless agreed separately, loading deadlines shall be announced in writing or text form by means of customer information.
- i) The customer is responsible for ensuring that unloaded wagons and loading units are returned to the agreed transfer point or terminal in a usable condition, i.e. completely emptied, decontaminated or cleaned in accordance with regulations and complete with loose components, and within the agreed time limit. In the event of non-compliance, HSL shall charge the customer for the actual and proven expenses incurred. Any further claims for damages remain unaffected hereby.

V. Loading instructions

- a) Unless otherwise agreed, the customer is responsible for loading and unloading. Details are governed by the UIC Loading Guidelines. HSL is authorised to inspect the wagons and the loading units for safe loading.
- b) If the customer violates the obligation set out in letter a), if there is a significant deviation between the agreed and actual load, if the permissible total weight is exceeded or if the type of goods or loading impedes transport, HSL shall request the customer to remedy the situation within a reasonable period of time. After

fruitless expiry of the deadline, HSL is also entitled to assert its rights in accordance with Section 415 Para. 3 Sentence 1 HGB or Art. 13 Section 2 CIM.

- c) The customer is obligated to immediately remove any loading and unloading residues at the loading point, including the access routes, at their own expense; if HSL takes action by way of substitute performance, the customer shall be liable for the resulting costs incurred.

VI. Obstacles to carriage and delivery

- a) The customer shall ensure that the wagons provided by them are subject to maintenance by a body certified for this purpose (ECM). Otherwise, HSL Logistik is entitled to refuse to accept the wagons.
- b) The customer shall ensure that only wagons are handed over to HSL Logistik whose keepers have acceded to the General Contract of Use for Freight Wagons (GCU) or that HSL Logistik is placed in a position as if they were such wagons. The currently valid version of the GCU is available on the Internet at www.gcubureau.org.
- c) If there are obstacles to transport and delivery, the statutory provisions shall apply with the proviso that HSL is entitled to park the loaded means of transport within the framework of Section 419 (3) HGB or Art. 20 Section 2 CIM. HSL shall be liable for the duration of this parking with the due care of a prudent businessperson. Any resulting parking costs shall be borne by the customer.

VII. Presumption of loss

A further period of 30 days after expiry of the delivery period applies uniformly to domestic and cross-border transport for the occurrence of the presumption of loss in accordance with Section 424 (1) HGB and/or Art. 29 CIM.

VIII. Dangerous goods, accompanying document

- a) The customer must comply with the relevant dangerous goods regulations, in particular GGVSEB and RID, as amended.
- b) Dangerous goods will only be accepted/delivered by HSL if it has been agreed in writing with the consignor/consignee that the safety and custody obligations will be assumed until the goods are collected or from the time they are made available and, in the case of Class 1 and 2 goods, that the goods will also be physically handed over/taken over.
- c) The customer shall indemnify HSL within the scope of its share of liability from all obligations arising during transport, storage or other handling vis-à-vis third parties

and which are attributable to the nature of the goods and failure to comply with the customer's duty of care.

- d) Dangerous goods are not stored by HSL, not even by parking loaded means of transport on the respective transport route. Exceptions may be made if the respective wagons are appropriately patrolled/guarded. The parking of unclean empty tank wagons or tank containers for more than 24 hours - if the last load was a substance with a high hazard potential within the meaning of RID (point 1.10.3.1.2) - or for more than 48 hours in the case of other hazardous substances, requires a special written agreement. Unclean empty and non-degassed pressurised gas tank wagons and pressurised gas tank containers will not be parked by HSL for longer than 24 hours.

IX. Charges, invoicing, exclusion of set-off

- a) The services shall be settled by means of invoicing.
- b) All prices quoted by HSL are in EURO and subject to VAT at the current rate of 19%.
- c) HSL's invoices are due for payment upon invoicing. The customer shall pay the service fee without deductions for any taxes, fees or other costs.
- d) HSL Logistik GmbH reserves the right to adjust the price for contractually owed services to standard market price changes and to invoice the customer accordingly. In the event of a price increase, HSL is obligated to inform the customer of the reasons for the price change in writing or text form two weeks before it comes into effect. HSL must explain the reasons for the price increase to the customer in a concrete and plausible manner. This includes in particular the breakdown of the price items that lead to the changed final price. Justified circumstances for a price increase may be, for example, increased energy prices due to war. If the price increase is unreasonable, the customer has the right to terminate the contract in writing or text form without observing a notice period at the time the price change is made. The customer will be informed of this separately in the notification of the price change. An unreasonable disadvantage is deemed to exist in particular if HSL increases the price for the service within six months by 20% compared to the contractually agreed price. If the customer exercises their right of cancellation, the price change will not take effect. HSL undertakes to pass on any price reductions to the customer by reducing the contractually agreed price accordingly.
- e) If the customer defaults on a payment, all claims of HSL resulting from the business relationship shall become due for payment immediately without the need for a separate notice of default.
- f) Any offsetting or exercising of a right of retention against HSL's claims is excluded.

- g) Subsidies and grants of any kind are taken into account accordingly in the offers and cannot be claimed.

X. Cancellations or delays

- 1) Cancellation less than 24 hours before confirmed departure: 80% of the agreed round trip/tonnage price.
- 2) Cancellation between 24 and 48 hours before confirmed departure: 60% of the agreed round trip/tonnage price.
- 3) Cancellation between 48 and 120 hours (5 days) before confirmed departure: 30% of the agreed round trip/tonnage price.
- 4) Cancellation without notice of cancellation will be charged at 100% of the agreed circulation/tonnage price.
- 4) Delays of 2 - 24 hours will be charged with the additional costs.
- 5) Delays > 24 hours are considered and treated as cancellations (see para. 1).

XI. Customs and other administrative regulations

- a) The order to deliver bonded consignments or to deliver free domicile includes the authorisation of HSL to decide on the completion of the necessary customs formalities and the interpretation of the duties determined by the customs authorities. For these services and for delays for which HSL is not responsible on account of the fulfilment of these services, HSL shall invoice the customer for the expenses actually incurred and proven.
- b) Before the respective transport is carried out, the customer shall inform HSL, without being asked to do so, whether the freight contains EU or non-EU goods and whether any customs clearance by HSL is required. The customer shall also inform HSL whether the goods are being transported under a tax suspension procedure.

XII Special conditions for combined transport

- a) In combined transport, HSL transports empty and loaded LUs and provides additional services by special agreement (e.g. completing the necessary transport documents). LUs within the meaning of these GTC are

- ❖ Containers for overseas transport whose dimensions, corner fittings and strength are standardised by the International Organization for Standardization;
 - ❖ Inland containers for European continental transport;
 - ❖ Swap bodies, i.e. bodies that can be exchanged during operation, and
 - ❖ Semi-trailers.
- b) LUs must comply with the relevant applicable statutory regulations and technical provisions (e.g. in accordance with DIN, EN, UIC data sheets).
- c) LUs handed over to HSL by the customer must be safe to operate and suitable for the load. The customer shall be liable for damage caused by unsuitable, defective or unsafe loading units.
- d) HSL will always park the loading units outdoors.
- e) HSL can take over the completion of the necessary transport documents and related services for the customer. This requires the conclusion of a separate contract.

XIII Liability

- a) HSL is liable for delays in delivery or cancellations if HSL is responsible for them. This is not the case in particular if delivery delays or cancellations are caused by:
- weather-related obstacles during loading, transport and unloading, including in particular the freezing of the load or the transport containers;
 - obstructions caused by the infrastructure manager (e.g. DB Netz AG), including construction work on the rail infrastructure, delayed timetable preparation, limited track availability, track disruption, switch disruption, lubricant film on the track, incorrect scheduling, overhead line damage, obstructions caused by third parties (e.g. suicide, derailment of third-party utilities, terrorist attacks, vandalism);
 - delays in the transport process due to late return or late unloading of the wagons, if this is caused by the customer or their subcontractor;
 - contamination and load residues in the wagons used after unloading by the customer, the recipient or their subcontractors.

- b) Liability for delays in delivery, damage and loss of the transported goods is otherwise governed by the provisions of the German Commercial Code (HGB) or CIM as amended, unless otherwise stipulated in these General Terms and Conditions of Service.
- c) Liability under a) and b) is excluded for indirect consequential damage, insofar as this is permissible under the provisions stated in b).
- d) Insofar as damage to the customer was not caused by intent or gross negligence on the part of HSL and there is no personal injury, HSL's liability is excluded. In the event of a breach of material contractual obligations, HSL's liability shall be limited to the typical, foreseeable damage.

XIV Force majeure

- a) All events and circumstances which are beyond the control of the contracting parties to prevent, such as natural disasters, war, labour disputes, shortages of raw materials and energy, orders from higher authorities, shall release the affected contracting party from its contractual obligations for the duration of the disruption and to the extent of its effects.
- b) The affected contractual partner shall inform the other party immediately of the expected duration and extent of the disruption and shall take all reasonable measures to remedy the disruption as quickly as possible. The affected contractual partner shall endeavour to make up for lost services as far as possible.
- c) Any liability of HSL for damages and delays caused by force majeure within the meaning of this provision is excluded.

XV Place of jurisdiction, applicable law

- a) The sole place of jurisdiction for all disputes arising from the contractual relationship is Hamburg. However, HSL is also entitled to sue the customer at its own discretion at the customer's place of business.
- b) The laws of the Federal Republic of Germany shall apply to the legal relationship between the contracting parties.

- a) Insofar as the written form has been chosen, the conclusion, amendments and supplements to agreements between the customer and HSL must be in writing. This shall then also apply to the exclusion of the written form requirement.
- b) Should one or more provisions of these General Terms and Conditions of Service or of the contract concluded on the basis of these General Terms and Conditions of Service be or become invalid, this shall not affect the validity of the remaining provisions or the contractual terms and conditions. Rather, the parties shall replace the invalid provision with a valid provision that best reflects the economic intent of the invalid provision. The same shall apply in the event of a loophole.
- c) The customer is not authorised to use the business relationship with HSL as a reference or for advertising purposes without HSL's consent.
- d) The customer undertakes to keep confidential all information, knowledge and documents, e.g. offers, (operational) concepts, technical and other data, personal data, trade secrets, know-how, drawings and other documentation received from HSL or otherwise made known to them by HSL or an affiliated company, not to make them accessible to third parties and only to use them for the purpose of processing the respective delivery/service.
- e) This obligation shall apply for a further 2 years after termination of the contractual relationship.

General Terms and Conditions of Service (GTC) of HSL

Logistik GmbH as amended on 26 October 2022

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