

General Terms and Conditions of Service (GTC) of HSL Logistik GmbH

(Version dated 01 January 2024, registered office: Hamburg)

I. Scope of Application; Deviating and Supplementary Terms

a) HSL Logistik GmbH (hereinafter “HSL”) shall provide all services – including any future services – exclusively on the basis of these General Terms and Conditions of Service (“GTC”) and the terms referred to in lit. c) below. For international carriage, the Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM) and the General Conditions of Carriage for International Rail Freight Transport (ABB CIM) published by the CIT, as amended from time to time, shall apply. These GTC shall also apply to international carriage insofar as the CIM and the ABB CIM do not contain specific provisions. Where transport services are performed abroad, the valid general terms and conditions of the railway undertaking operating in the respective country shall apply.

b) The contractual relationship between HSL and the Customer shall be governed exclusively by these GTC, unless expressly agreed otherwise in an individual case. Any conflicting, deviating or supplementary terms and conditions of the Customer shall not form part of the contract, even if HSL does not expressly object to them. Any prohibition of assignment asserted by the Customer is hereby expressly rejected.

c) In addition to these GTC, the following provisions shall apply in their respective valid versions: all regulations governing the carriage of dangerous goods by rail, in particular

- the German Ordinance on the National and Cross-Border Carriage 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 Freight Wagons (AVV),
- the UIC Loading Guidelines.

d) HSL shall be entitled to assign claims arising from its business relationships. Furthermore, the statutory provisions of German commercial law applicable to carriers, forwarding transactions and shipment purchase contracts under the German Commercial Code (HGB), and otherwise the German Civil Code (BGB), shall apply.

II. Service Agreement; Individual Contracts

a) As a rule, the basis for the services to be provided by HSL shall be a service agreement to be concluded in writing with the Customer. The extension, amendment or conclusion of a new service agreement shall not require written form. If the service agreement has not been signed by both parties, any confirmation issued by HSL to which the Customer does not object without undue delay shall be binding. Such confirmation may be given by e-mail, fax or orally.

b) The service agreement shall contain the essential service parameters required for the conclusion of individual contracts, in particular freight contracts (e.g. route, type of goods, wagon type, loading unit, price per unit).

c) Written orders must be received in the mailbox Verkehrsplanung@hsl-logistik.de no later than Wednesday, 12:00 noon of the preceding week in order to be included in the ordering process; any orders submitted thereafter shall be queued accordingly.

d) No later than Wednesday, 12:00 noon of the week preceding the intended train operation, the Customer shall submit a written order as follows:

1.1. For national traffic to: Verkehrsplanung@hsl-logistik.de

1.2. For international traffic to: planning-europe@hsl-europe.eu

1.3. For orders involving both national and international traffic, both addresses (Verkehrsplanung and Planning) must be used.

2. The Customer shall receive an automated acknowledgement of receipt confirming that the order has been received by HSL.

3. An individual contract (execution of the train operation) shall only be concluded once the respective HSL department (national/international) has verifiably confirmed the order to the sending address. All other orders shall be processed with lower priority.

e) Where a consignment note is used pursuant to the HGB or the CIM, such consignment note shall be deemed to constitute the 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 constitute a signature.

b) If the Customer places the transport order without using a consignment note, the Customer shall be liable, pursuant to Section 414 of the German Commercial Code (HGB) and Article 8 of the CIM, for the accuracy and completeness of all information contained in the transport order.

IV. Wagons and Loading Units (LU), Loading Periods, Liability

a) Upon request of the Customer, HSL shall provide suitable wagons and loading units (LUs).

b) The Customer shall be responsible for the correct specification of the required number and type of wagons and LUs as well as the destination. With regard to the provision of wagons and LUs prior to the conclusion of a freight contract, Sections 412 (3), 415 and 417 of the German Commercial Code (HGB) shall apply mutatis mutandis.

c) The Customer undertakes to use the wagons and LUs provided by HSL exclusively for the contractually agreed purpose.

d) Where the Customer provides wagons and LUs, the Customer shall inspect them prior to loading for their suitability for the intended purpose and for any visible defects and shall notify HSL without undue delay of any objections.

e) The Customer shall ensure that any wagons provided by the Customer are operationally safe and technically authorised in accordance with the applicable national and international regulations and remain so for the entire period of their use.

f) The Customer shall be liable for any damage to wagons and LUs.

g) HSL shall only transport wagons that are assigned to a certified ECM entity (Entity in Charge of Maintenance). Prior to the conclusion of the service agreement, the Customer shall inform HSL which ECM entity its wagons are assigned to. Any change in the ECM assignment shall be notified to HSL without undue delay.

h) Unless otherwise agreed, loading periods shall be communicated to the Customer in written or text form.

i) The Customer shall be responsible for ensuring that unloaded wagons and LUs are fit for use, i.e. completely emptied, properly disinfected or cleaned in accordance with regulations, fully equipped with all loose components, and returned in due time to the agreed handover point or terminal. In the event of non-compliance, HSL shall invoice the Customer for the actual and evidenced costs incurred. Any further claims for damages shall remain unaffected.

V. Loading Regulations

a) Unless otherwise agreed, loading and unloading shall be the responsibility of the Customer. The details are governed by the UIC Loading Guidelines. HSL shall be entitled to inspect wagons and loading units (LUs) for operationally safe loading.

b) If the Customer breaches its obligations under lit. a), if there is a material discrepancy between the agreed and the actual goods loaded, if the permissible gross weight is exceeded, or if the nature of the goods or the method of loading impedes carriage, HSL shall request the Customer to remedy the situation within a reasonable period of time. If such period expires without result, HSL shall be entitled to assert its rights pursuant to Section 415 (3), sentence 1, of the German Commercial Code (HGB) and/or Article 13 § 2 of the CIM.

c) The Customer shall be obliged to remove, without delay and at its own expense, any loading or unloading residues at the loading site, including access routes. Where HSL undertakes substitute performance, the Customer shall be liable for the costs thereby incurred.

VI. Hindrances to Carriage and Delivery

- a) The Customer shall ensure that any wagons provided by it are subject to maintenance by a duly certified Entity in Charge of Maintenance (ECM). Failing this, HSL Logistik shall be entitled to refuse acceptance of such wagons.
- b) The Customer shall ensure that only wagons are handed over to HSL Logistik whose keepers are parties to the General Contract of Use for Freight Wagons (AVV), or shall place HSL Logistik in the same position as if such wagons were subject to the AVV. The currently valid version of the AVV is available online at www.gcubureau.org.
- c) Where hindrances to carriage or delivery occur, the statutory provisions shall apply, subject to the proviso that, within the scope of Section 419 (3) of the German Commercial Code (HGB) and/or Article 20 § 2 of the CIM, HSL shall be entitled to park the loaded means of transport. For the duration of such parking, HSL shall be liable with the standard of care of a prudent businessperson. Any parking or standing costs incurred as a result shall be borne by the Customer.

VII. Presumption of Loss

For the presumption of loss pursuant to Section 424 (1) of the German Commercial Code (HGB) and/or Article 29 of the CIM, a uniform additional period of 30 days after expiry of the delivery period shall apply to both domestic and cross-border traffic.

VIII. Dangerous Goods; Accompanying Documents

- a) The Customer shall comply with the applicable legal provisions governing the carriage of dangerous goods, in particular the GGVSEB and the RID, in their respective valid versions.
- b) Dangerous goods shall only be accepted and/or delivered by HSL if it has been contractually agreed in writing with the consignor/consignee that the assumption of safety and custody obligations shall apply until collection or from the time of provision, and, in the case of goods of Classes 1 and 2, that the physical handover and acceptance of the goods shall also be effected in writing.
- c) Within the scope of its share of liability, the Customer shall indemnify and hold HSL harmless from all obligations arising vis-à-vis third parties in connection with transport,

custody or any other handling, insofar as such obligations are attributable to the nature of the goods and to any failure by the Customer to comply with its duties of care.

d) HSL shall not store dangerous goods, including by parking loaded means of transport on the respective transport route. An exception may apply where appropriate patrolling and/or guarding of the respective wagons is ensured. The parking of uncleaned empty tank wagons or tank containers for more than 24 hours – where the last cargo consisted of a substance with a high hazard potential within the meaning of the RID (there, Section 1.10.3.1.2) – or for more than 48 hours in the case of other dangerous substances, shall require a special written agreement. Uncleaned empty and non-degassed pressure gas tank wagons and pressure gas tank containers shall not be parked by HSL for longer than 24 hours.

IX. Charges, Invoicing, Prohibition of Set-Off

a) Charges shall be settled by way of invoicing.

b) All prices quoted by HSL are in EURO and exclusive of the applicable value-added tax, currently 19%.

c) HSL's invoices shall be due for payment upon issuance. The Customer shall pay the service remuneration free of any deductions for taxes, duties or other charges.

d) HSL Logistik GmbH reserves the right to adjust the price for contractually owed services in line with customary market price developments and to invoice the Customer accordingly. In the event of a price increase, HSL shall notify the Customer of the reasons for such price adjustment in writing or in text form at least two weeks prior to the date on which it becomes effective. HSL shall present the reasons for the price increase to the Customer in a specific and comprehensible manner, in particular by breaking down the price components leading to the amended final price. Justified grounds for a price increase may include, for example, rising energy prices due to war. If the price increase is unreasonable, the Customer shall be entitled to terminate the contract in writing or in text form without observing a notice period as of the date on which the price adjustment takes effect. The Customer shall be expressly informed of this right in the notification of the price change. An unreasonable disadvantage shall be deemed to exist in particular if HSL increases the price for the service by 20% within six months compared to the contractually agreed price. If the

Customer exercises its right of termination, the price adjustment shall not take effect. HSL undertakes to pass on any price reductions to the Customer by correspondingly reducing the contractually agreed price.

e) If the Customer is in default of payment, all claims of HSL arising from the business relationship shall become immediately due and payable without the need for a separate notice of default.

f) The set-off against claims of HSL or the exercise of any right of retention is excluded.

g) Subsidies and grants of any kind are duly taken into account in the offers and may not be claimed separately.

X. Cancellations and Postponements

1. Cancellation less than 24 hours before the confirmed departure: 80% of the agreed circulation/tonnage price.
2. Cancellation between 24 and 48 hours before the confirmed departure: 60% of the agreed circulation/tonnage price.
3. Cancellation between 48 and 120 hours (5 days) before the confirmed departure: 30% of the agreed circulation/tonnage price.
4. No-show without cancellation shall be charged at 100% of the agreed circulation/tonnage price.
5. Postponements of 2 to 24 hours shall be charged at the additional costs incurred.
6. Postponements of more than 24 hours shall be deemed a cancellation (see item 1) and treated accordingly.

XI. Customs and Other Administrative Regulations

a) An order to forward consignments arriving under customs seal or to deliver them free domicile shall include the authorisation of HSL to decide on the completion of the required customs formalities and on the advance payment of customs duties assessed by the customs authorities. For such services, as well as for delays not attributable to

HSL in connection with the performance of these services, HSL shall invoice the Customer for the actual and evidenced expenses incurred.

b) Prior to each transport operation, the Customer shall inform HSL, without being requested to do so, whether the goods constitute Union goods or non-Union goods and whether, if applicable, customs treatment by HSL is required. The Customer shall further inform HSL whether the goods are transported under a duty-suspension arrangement.

XII. Special Conditions for Combined Transport

a) In combined transport, HSL shall carry empty and loaded loading units (LUs) and, subject to a separate agreement, provide supplementary services (e.g. completion of the required transport documents). For the purposes of these GTC, LUs shall mean:

- containers for overseas transport whose dimensions, corner fittings and strength are standardised by the International Organization for Standardization (ISO),
- inland containers for European continental transport,
- swap bodies, i.e. interchangeable superstructures used in operations, and
- semi-trailers.

b) LUs must comply with the applicable statutory provisions and technical standards in force (e.g. pursuant to DIN, EN and UIC leaflets).

c) LUs handed over by the Customer to HSL must be operationally safe and suitable for the cargo. The Customer shall be liable for any damage caused by unsuitable, defective or non-operationally safe LUs.

d) As a rule, LUs shall be parked by HSL outdoors.

e) HSL may, for the Customer, undertake the completion of the required transport documents and related services. This shall require the conclusion of a separate agreement.

XIII. Liability

a) HSL shall be liable for delays in delivery and/or failures to perform only insofar as such delays or failures are attributable to HSL. This shall in particular not be the case where delays or failures arise from:

- weather-related impairments during loading, transport and unloading, including in particular the freezing of the goods or of the transport containers;
- impediments caused by the infrastructure manager (e.g. DB Netz AG), including, inter alia, construction works on the rail infrastructure, delayed timetable planning, restricted route availability, track defects, points failures, lubrication film on the rails, dispatching errors, overhead line damage, impediments caused by third parties (e.g. suicide incidents, derailments of third-party railway undertakings, terrorist attacks, vandalism);
- delays in the transport process due to the late return or late unloading of wagons, insofar as this is caused by the Customer or its subcontractors;
- contamination and cargo residues in the wagons used after unloading has been carried out by the Customer, the consignee or their subcontractors.

b) In all other respects, liability for delay in delivery, damage to and loss of the goods carried shall be governed by the provisions of the German Commercial Code (HGB) and/or the CIM, as amended from time to time, unless otherwise stipulated in these General Terms and Conditions of Service.

c) Liability under lit. a) and b) for indirect or consequential damages is excluded to the extent permitted under the provisions referred to in lit. b).

d) In all other cases, where damage suffered by the Customer was not caused by wilful intent or gross negligence on the part of HSL and no personal injury has occurred, HSL's liability shall be excluded. In the event of a breach of material contractual obligations, HSL's liability shall be limited to the typical and foreseeable damage.

XIV. Force Majeure

a) Any events and circumstances whose prevention lies beyond the control of the contracting parties, such as, inter alia, natural events, war, industrial disputes, shortages of raw materials or energy, and acts of public authority, 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 contracting party shall promptly inform the other party of the expected duration and scope of the disruption and shall take all reasonable measures to eliminate the disruption as quickly as possible. The affected contracting party shall endeavour, within the limits of its capabilities, to make up for any services that could not be rendered.

c) HSL's liability for damages and delays resulting from force majeure within the meaning of this provision shall be excluded.

XV. Jurisdiction and Governing Law

a) The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be Hamburg, Germany. However, HSL shall also be entitled, at its own discretion, to bring legal action against the Customer at the Customer's place of business.

b) The legal relationships between the contracting parties shall be governed by the laws of the Federal Republic of Germany.

XVI. Final Provisions

a) Where written form has been agreed, the conclusion, amendment and supplementation of any agreements between the Customer and HSL shall require written form. This shall also apply to any waiver of the written-form requirement.

b) Should one or more provisions of these General Terms and Conditions of Service or of any contract concluded on the basis thereof be or become invalid or unenforceable, the validity of the remaining provisions or contractual terms shall not be affected thereby. Instead, the parties shall replace the invalid provision with a valid one that most closely reflects the economic intent of the invalid provision. The same shall apply in the event of any contractual gap.

c) The Customer shall not be entitled to use the business relationship with HSL as a reference or for advertising purposes without HSL's prior consent.

d) The Customer undertakes to keep confidential all information, knowledge and documents received from HSL or otherwise becoming known from HSL or any affiliated company, including, by way of example, offers, (operational) concepts, technical and other data, personal data, trade secrets, know-how, drawings and other documentation. Such information shall not be disclosed to third parties and shall be used solely for the purpose of performing the respective delivery or service.

e) This confidentiality obligation shall continue to apply for a period of two (2) years after termination of the contractual relationship.

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HSL Logistik GmbH, Spaldingstraße 110, 20097 Hamburg, Germany