



Transport Terms and Conditions of ERS Railways GmbH

Dated June, 16th 2022

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1. General

These Transport Terms and Conditions are applicable to all contracts by which ERS Railways GmbH (hereinafter: "ERS") agrees with a Customer to provide transport services, for the carriage of goods by rail or in a multimodal way by rail and road carriage as well as ancillary services.

These Transport Terms and Conditions also apply to every offer, further negotiations, acceptance or preliminary agreement in relation to the services of ERS as described above.

These Transport Terms and Conditions apply to all services provided by ERS on or after 1 July 2022.

These Transport Terms and Conditions apply in addition to the General Terms and Conditions of ERS. In case of any contradictions between the ERS General Terms and Conditions and these Transport Terms and Conditions, these Transport Terms and Conditions shall prevail.

2. Offers and quotations

The freight rate offers are based on presently valid tariffs and all other applicable costs and surcharges.

Unless indicated otherwise, all rates are offered in Euro.

Unless otherwise agreed, all offers for truck transportation include the applicable toll fee and CO₂ tax.

The Customer commits itself and all its employees to treat all offers and quotations as strictly confidential. Disclosure to third parties, also in extracts, is not permitted.

The freight rate offer for rail transport does not include truck transportation nor the return carriage of empty Loading Units unless expressly mentioned.

3. Seaports terminals

Following seaport terminals are serviced directly per rail by ERS (subject to changes in the direct service of the individual seaport terminals during the year).

Port of Hamburg

- Container Terminal Eurogate (HEK, EKOM)
- Container Terminal Altenwerder (CTA, KTH)
- Container Terminal Burchardkai (CTB)

Port of Bremerhaven

- Container Terminal CT 1 – 4

Port of Rotterdam

- Terminal RSC
- ECT Delta/ Hutchison Ports Delta *
- Euromax

* Loading Units can only be taken over or delivered directly by train from Hutchison Ports Delta if the shipping company has a contractual agreement with the terminals to transfer the Loading Units for rail loading. The Customer must check this in advance. If this requirement is not met and Loading Units are taken over from Hutchison Ports Delta by truck, ERS will charge the additional costs to the Customer.

Servicing of further terminals within the seaports can be offered by truck shunting according to clause 7.5.

4. Loading Unit

The Customer has to provide ERS with a Loading Unit. Upon agreement of the parties, ERS may pick up/ drop off Loading Units at a depot and transport it to the Customer for loading/ unloading of the goods into the Loading Unit.

For the transport of standard Loading Units (20'ft/ 40'ft/ 40'hc), charges according to the offer apply.

Special Loading Units (such as side loader, reefer containers, 30'ft containers, 45'ft containers and others) can only be transported by ERS if expressly agreed by the parties. For the transport of special Loading Units, the following additional charges apply:

Standard Loading Unit	20'ft/ 40'ft/ 40'hc	prices according to quotation
Special Loading Unit	23'ft	additional surcharge on 20'ft price of 65 €/unit
	26'ft	additional surcharge on 20'ft price of 65 €/unit
	30'ft	additional surcharge on 40'ft price of 40 €/unit
	45'ft	additional surcharge on 40'ft price of 90 €/unit
	Open Top Equipment	may only be transported when „in gauge“
	Other Loading Units	on request

The Customer has to ensure that the Loading Unit has a valid CSC plate and is in a craneable condition at all terminals. Additional charges (such as for special handling or special craning at terminal) will be charged as per disbursement.

For the transport of reefer containers, additional conditions as per clause 12.2 apply.

5. Terms of delivery

Unless expressly agreed, ERS does not undertake that the goods shall arrive at the place of delivery at any particular time or to meet any particular market or use. Unless expressly indicated otherwise, any indications of carriage and destination times are only estimations and not binding. This applies not only for the final place of destination, but also for parts of the route. In case the goods arrive later at the place of destination than indicated, this can thus not be considered a delay unless the indications of carriage and destination times are expressly agreed to be binding.

6. Temporary storage at inland rail terminals and alternative locations

6.1. Import

The bottleneck problem regarding available terminal capacities increases continuously. Capacities for short time storage at the inland rail terminals are limited. The Customer has to pick up the container(s) promptly after train arrival.

The free times for storage are defined in the below table. After the storage free times of the terminals, following costs for temporary storage apply for empty and loaded container(s) (no dangerous goods) as per the below table as long as the Loading Units can be stored and are stored in the terminals listed below:

- „additional handling charges“ per unit and commenced storage
- „storage charges“ per specified unit below und commenced calendar day

Terminals may define a deadline for the temporary storage. When the deadline is exceeded, container will be transferred to a separated storage area. ERS will invoice the resulting cost for „transfer extension facility“ to the Customer.

In all terminals, ERS reserves the right to transfer Loading Units to a nearby storage area or depot (as per 6.3.), especially in case of capacity bottleneck at the inland rail terminals. The costs and expenses must be paid by the Customer.

Import temporary storage (in days) A = Arrival day of train	Free time	Additional handling charges applicable after free time	Storage charges per calendar day	Additional charges for transfer to separate extension facility as from indicated A+day	Increased storage charges per calendar day as from indicated A+day
Augsburg (DUSS)	A+1	29,85 €/unit	6 €/20' 9 €/40'		10 €/20'; 17 €/40' as of A+4
Dortmund (CTD)	A+10	25,50 €/unit plus regular handling charge of 35 €/unit	10 €/unit	25 €/unit as day A+14	
Frankfurt/ Main (DUSS)	A+1	28,75 €/unit	8 €/20' 12 €/40'		16 €/20'; 28 €/40' as of A+4
Kornwestheim (DUSS)	A+1	28,75 €/unit	16 €/20' 24 €/40'	55 €/unit as of A+4	24 €/20'; 39 €/40' as of A+4
München (DUSS)	A+1	28,75 €/unit	16 €/20' 24 €/40'	55 €/unit as of A+4	24 €/20'; 39 €/40' as of A+4
München (CDM)	A+1	25 €/ unit	16 €/20' 24 €/40'	55 € / unit as of A+4	24 € / 20'; 39 € / 40' as of A+4
Mannheim (Contargo)	A+2	35 €/unit	4 €/TEU		
Nürnberg (TRICON)	A+1	27,25 €/unit	6,20 €/20' 12,40 €/40'	71,40 €/20' 91,80 €/40' as of A+4 to A+8	51 €/20'; 102 €/40' as of A+9
Regensburg (CTR)	A+4	28,90 €/unit	8 €/20' 16 €/40'	27 €/unit *	16 €/20'; 32 €/40' as of A+9
Singen (TSG)	A+1	22 €/unit plus regular handling charge of 30 €/unit	12 €/20' 24 €/40'		
Ulm (DUSS)	A+1	28,75 €/unit	16 €/20' 24 €/40'	55 €/unit as of A+2	as of A+4 24 €/20'; 39 €/40'

* Additional surcharge for handling service outside the terminal opening hours of € 6,80/unit plus applicable Energy floater cost (variable).

Remarks

- Dangerous goods are not allowed to be stored and have to be picked up at the day of train arrival. If such Loading Units are not picked up at the day of train arrival, default charges according to 12.3.3. will be invoiced
- Loading Units delivered to the DUSS inland terminals (Augsburg, Frankfurt/Main, Kornwestheim, Munich, Ulm) after 18:00 p.m. and on Saturdays and national holidays will be charged as if the Loading

Units would arrive on the following working day. For all other terminals this regulation is explicitly not applicable.

- At Tricon Nuremberg storage on Sundays is free of charge.
- Storage of Loading Units is always subject to space.

6.2. Export

The bottleneck problem regarding available terminal capacities increases continuously. Capacities for short time storage at the inland rail terminals are limited. The Customer has to deliver the container(s) within the storage free time shortly before the delivery deadline of the respective train.

The possibilities and conditions for short time storage depend on the inland terminal. Currently following varieties apply:

- The delivery of container is only possible within the storage free time.
- The delivery of container before the storage free time is possible, storage charges will apply.
- The delivery of container before the storage free time is possible to separated storage areas only, additional charges apply.

Subject to capacity following charges for temporary storage apply for empty and loaded containers (no dangerous goods) as per the below table and the Customer has to pay these to ERS:

- „additional handling charges“ per unit and commenced storage
- „storage charges“ per specified unit below and commenced calendar day

In case Loading Units are delivered to the terminal before the permitted period defined by the terminal, Loading Units in respective terminals will be transferred to a separated storage area and brought back to the terminal shortly before loading. For this procedure, the Customer has to pay to ERS an additional charge for shunting as per disbursement. Delivery and temporary storage of container is always subject to space.

Export temporary storage (in days) D = Departure day of train	Free time	Additional handling charges applicable after free time	Storage charges per calendar day	Additional charges for transfer to a separate extension facility as from indicated A+day	Increased storage charges per calendar day as from indicated A+day
Augsburg (DUSS)	D+1	29,85 €/unit	6 €/20' 9 €/40'		10 €/20'; 17 €/40' as of D+4
Frankfurt/ Main (DUSS)	D+1	28,75 €/unit	8 €/20' 12 €/40'		16 €/20'; 28 €/40' as of D+4
Kornwestheim (DUSS)	D+1	28,75 €/unit	16 €/20' 24 €/40'	55 €/unit as of D+4	24 €/20'; 39 €/40' as of D+4
München (DUSS)	D+1	28,75 €/unit	16 €/20' 24 €/40'	55 €/unit as of D+4	24 €/20'; 39 €/40' as of D+4
München (CDM)	D+1	25 €/unit	16 €/20' 24 €/40'	55 €/unit as of D+4	24 €/20'; 39 €/40' as of D+4
Mannheim (Contargo)	D+2	35 €/unit	4 €/TEU		
Nürnberg (TRICON)	D+1	27,25 €/unit	6,20 €/20' 12,40 €/40'	71,40 €/20' 91,80 €/40' as of D+4 to D+8	51 €/20'; 102 €/40' as of D+9
Regensburg (CTR)	D+4	28,90 €/unit	8 €/20' 16 €/40'	27 €/unit *	16 €/20'; 32 €/40' as of D+9

Singen (TSG)	D+2	22 €/unit plus regular handling charge of 30 €/unit	12 €/20' 24 €/40'		
Ulm (DUSS)	D+1	28,75 €/unit	16 €/20' 24 €/40'	55 €/unit as of D+2	24 €/20'; 39 €/40' as of D+4

* Additional surcharge for handling service outside the terminal opening hours of € 6,80/unit plus applicable Energy floater cost (variable).

Remarks

- Dangerous goods are not allowed to be stored and are only allowed to be delivered on the day of train departure.
- Storage of Loading Units is always subject to space.

6.3 Storage outside the rail terminals (including transfer for train departure)

ERS offers the storage outside the rail terminals at the following locations. The offer is subject to space and only possible with a booking in combined transport (including road transportation).

Inlandsterminal Terminal	Handling and transfer per Loading Unit on/off	Days free of charge incl. day of arrival per Loading Unit	Storage charges Per commenced calendar day	Dangerous goods
Augsburg	140 €/unit	10 days	8 €/TEU	no storage possible
Kornwestheim	240 €/unit	5 days	9 €/TEU (as of day 10 18 €/TEU)	
Ulm	135 €/unit	5 days	8 €/TEU	
München	135 €/unit	10 days	8 €/TEU	
Nürnberg	135 €/unit	10 days	8 €/TEU	
Mannheim	135 €/unit	10 days	8 €/TEU	Upon request
Frankfurt/ Main	135 €/unit	5 days	8 €/TEU	

- The charges for handling and transfer per Loading Unit include container moves and transfer per truck to the rail terminal before train departure.
- Calculation of storage times per commenced calendar day.

6.4 Delivery stops at terminal

In peak season the terminals could announce delivery stops. The Customer has to bear all costs arising out of such a delivery stop, such as for the return carriage. Possible resulting additional storage/ handling costs will be charged according to clause 6.3.

7 Road transportation

7.1 Waiting time/ unhitching

For Combined Transports (rail/ road) the free time for loading/ unloading of the truck is two hours. The calculation starts with the beginning of (un-) loading, at the latest with agreed (un-) loading time at premises.

The free waiting time at the place of loading/ unloading is 30 minutes each. After the free waiting time at the place of loading/ unloading, cost of 65 € per each commenced half an hour of waiting time apply.

In case the Customer requires the truck chassis to stay at the premises of (un-) loading (unhitch chassis), ERS will charge a second truck trip.

- Unhitching fee is 50 €.
- Chassis rental will be free for 24 hours, thereafter per commenced 24 hours additional 65 €.

ERS will notify the Customer on the amount of waiting time within three working days from the end of the transport. The Customer has to notify ERS within three working days from the receipt of this notification on any disputes regarding the calculation of the waiting time. After that time, the amount of waiting time is deemed to be accepted by the Customer.

7.2 Special equipment

Upon explicit agreement of the parties, ERS also provides combined transports with special equipment such as side loader, reefer container, 45'ft container and others.

For the road transport with tipping chassis additional cost will apply according to the offer.

Prices for further special equipment, such as side loader, 45'ft container or dangerous cargo equipment and others are available on request.

Free waiting time for special equipment and cost applicable thereafter will be available upon request.

For the transport of reefer container, additional clause 12.2. applies.

7.3 Multistop and customs stop

The free time for multistop or customs stop is 30 minutes. Thereafter every commenced half an hour will be charged as per clause 7.1.

The additional charges for a multistep or customs stop will be calculated based on the additional kilometres of the trucking part caused by the extra stop:

Distance “terminal to multistop to (un-) loading address (premises) to terminal” minus distance “terminal to (un-) loading address (premises) in truck roundtrip”.

Additional kilometres	Germany/ Austria	Switzerland
< 10 km	65 €	75 €
< 25 km	115 €	135 €
< 50 km	165 €	195 €
< 100 km	230 €	260 €

Longer distances available upon request. Additional distance is calculated based on PTV Map & Guide 2022

If the distance for the multistop or customs stop is more than 100 km, you will get the cost upon request.

Above costs do not apply to empty container positioning at the depot. For the empty container positioning, the following charges apply according to point 7.7.

7.4 Weighing at inland terminal/ Determination of container gross weight

If expressly agreed between the parties and provided that ERS also performs the road transportation, ERS transports the Loading Unit to weighing stations.

If the Customer arranges for the weighing of the Loading Unit with the weighing station directly, any contract with the weighing station is only between the Customer and the weighing station; ERS shall not be party of such contract and shall not be liable for any damages resulting from mistakes in the weighing result. In such cases, the Customer has to pay charges for the additional transport route as per multistop calculation in accordance with clause 7.3.

In cases in which the parties expressly agree that ERS shall arrange the weighing of the Loading Unit for the Customer with the weighing station, the Customer is obliged to pay the additional costs as per the following table to ERS.

Terminal	Additional cost for weighing
Augsburg	100 €/unit
Frankfurt/ Main	100 €/unit
Kornwestheim	120 €/unit
Mannheim	120 €/unit
München	100 €/unit
Nürnberg	100 €/unit
Regensburg	100 €/unit
Singen	100 €/unit
Ulm	100 €/unit

Included service as follows:

- Drive to weighing station, weighing process to determine container gross weight and documentation.
- 30 minutes free time per operation, thereafter the Customer has to pay charges for waiting time according to clause 7.1. to ERS.
- Following options for container weighing – depending on inland terminal and service partner – are offered:
 - per Reachstacker with integrated scale (lift off the container from chassis)
 - per truck scale (weighing of chassis/loaded container minus empty chassis weight respectively the difference of weighing trailer truck/loaded container minus trailer truck empty).

ERS may select the service provider for weighing and type of weighing.

Container weighing is subject to availability of capacities.

The Customer has to bear all additional cost, e.g. due to delays, waiting times at weighing stations, rail dead freight, additional drive to weighing stations caused by limited opening times/ highly frequented weighing stations. In case capacities of the planned weighing station are not sufficient, ERS shall inform the Customer and request instructions.

ERS is not responsible for mistakes in the result of the weighing. Weight specifications are in the Customer's responsibility. ERS is not liable for damages nor costs resulting from mistakes in the weighing or its documentation, e.g. due to non-loading in seaports, problems/ delays in transmission of weights, deviations/ uncertainties regarding verified gross mass of the container, mistakes in documentation and others.

7.5 Shuntings in the seaport (per truck)

Terminal handling costs at the rail terminals are generally included in the transport prices. However, the transport prices are exclusive of seaport handling and depot handling costs, which will be invoiced in accordance with clause 9.

For shunting in the seaports, the following charges apply:

7.5.1 Hamburg

Please note that terminal handling costs at the rail terminals are generally included. However, the handling costs are exclusive of seaport handling and depot handling costs, which will be invoiced in accordance with point 9.1.

Shunting within Hamburg port area *	145 €/unit
Shunting within Hamburg “city limit” **	200 €/unit
Shunting of loaded (uncleaned) tank containers (IMO)	220 €/unit
Shunting of or emptied (uncleaned) tank containers (IMO)	165 €/unit
Shunting from/ to CPA/Phyto Sanitary Control/ VET (incl. 30 min. free time)	260 €/unit
Shunting for customs examination (only trucking, excl. any extra cost)	320 €/unit

The Hamburg port area includes the following depots:

Hamburg port area *	
Braun	Krohn & Schröder
CMR	Medrepair
CST	SWT (C. Steinweg/ Süd-West-Terminal)
CTT	UCS
DCP	Unikai
Ernst Depot	Unitainer
HCCR	United
HCS	WCS
HLS	Wallmann & Co. Terminal

Servicing of any other terminal and depot facility upon request.

The Hamburg “city limit” includes the following depots:

Hamburg “city limit” **	
CDR	Rexin/ RCS
DUSS Billwerder	Logoo Logistics
Hanse Repair	

Servicing of any other terminal and depot facility upon request.

7.5.2 Bremerhaven

Shunting within Bremerhaven (incl. Handling)	360 €/unit
Shunting from/ to CPA/ Phyto Sanitary Control/ VET (incl. 30 min. free time)	485 €/unit

7.5.3 Rotterdam

Shunting within the port of Rotterdam	215 €/unit
Shunting dangerous goods (IMO) within the port of Rotterdam	230 €/unit
Shunting from/ to Kramer City (via RSC incl. handling)	85 €/unit
Shunting from/ to RST South (via RSC incl. handling)	85 €/unit

7.5.4 Shunting between different seaports

The below-mentioned shunting cost is subject to any sea and depot handling charges, which will be charged according to point 9.1.

Shunting between Bremen and Bremerhaven	325 €/unit
Shunting between Hamburg and Bremerhaven	485 €/unit
Shunting between Wilhelmshaven and Hamburg	upon request
Shunting between Wilhelmshaven and Bremerhaven	385 €/unit
Shunting between Rotterdam and Antwerp (incl. Handling)	345 €/unit

7.6 Inland depots and rail terminals

For pick up or drop off of Loading Units, free time of 30 minutes at the depot will apply. Thereafter charges according to point 7.1. will be invoiced.

For Combined Transport (road/ rail) via the according rail terminals, the pick up/ drop off at the inland depots will be charged per Loading Unit as follows:

Inlandsterminal	Container depot	Cost per loading unit
Augsburg	Kloiber	0 €
Frankfurt/ Main	Contargo-F-Ost	0 €
	DBI F-Ost	
	Aschaffenburg	100 €
	Contargo F-West (Industriepark Höchst)	80 €
	Ginsheim-Gustavsburg	160 €
	Mainz	
Kornwestheim	DBI Kornwestheim	0 €
	Deisser, Stuttgart	85 €
	DP World, Stuttgart	
Mannheim	Contargo, Mannheim	0 €
	Contargo, Ludwigshafen	
	DBI Mannheim	
	DP World Mannheim	
	KTL Ludwigshafen	
München	CLM, Parsdorf	0 €
	CDM München	
	Kloiber München	
Nürnberg	CDN Nürnberg	0 €
	DBI Nürnberg	
Regensburg	DBI Regensburg, CTR	0 €
Singen	TSG	0 €
Ulm	DBI Ulm	0 €

Any other terminal and depot facility upon request.

Before the pick up/ drop off of Loading Units at the depot the Customer has to provide ERS with the relevant documents and information for a correct release/ registration of the equipment at the depot or rail terminal in time.

ERS is not obliged to check the empty or loaded Loading Unit before pick up at the depot/ terminal. In case the Customer rejects the Loading Unit and ERS returns the Loading Unit to the depot/ terminal and picks up a new Loading Unit, the Customer will have to pay the additional costs to ERS as per multistop calculation according to clause 7.3.

The Customer is responsible to have the Loading Unit checked for export transport before loading. ERS is not liable for any damages to the Cargo resulting from the type and condition of the Loading Unit unless the Customer can prove that the equipment was damaged in ERS's custody after handover from the Customer to ERS for the transport.

Free waiting times cannot be combined with each other.

7.7 Depot repositioning of empty Loading Units

For the repositioning of empty Loading Units (only in connection with the rail transport done by ERS), the following cost will apply:

Inlandsterminal	Container depot	Cost per loading unit
Kornwestheim	DBI Kornwestheim	110 €
	DP World, Stuttgart	125 €
	Deisser, Stuttgart	125 €
München	Kloiber München	105 €
	CDM Container Depot	115 €
Nürnberg	CDN Nürnberg	115 €
	DBI Nürnberg	
Ulm	DBI Ulm	115 €

Charges for the repositioning of empty Loading Units for other depots than mentioned above are available upon request.

7.8 Cross border transportation

For customs stop at the German/Swiss border, additional charges apply. In the booking, the Customer shall mention at which border the customs clearance shall be carried out. In case the Customer does not mention a specific border, the additional charge for the customs stop is calculated based on the shortest route and a defined border crossing. In case the border crossing instructed by the Customer deviates from that shortest route, the additional charges for the Customs stop will be calculated as per multistop calculation as per (clause 7.3).

In case of border crossing traffics from/to Germany via Austria or Switzerland the limited gross weight per container is ≤ 25 mt. Exceptions to this are transportation via the Singen rail terminal with the max. container weight limitation of ≤ 30.5 mt.

Cost for the preparation of the A1 certificate upon entry into Switzerland is 60 €.

8 Heavy weight surcharge

For the transport of heavy weight container exceeding the categorized gross weights as per the offer, ERS will charge the heavy weight additional surcharge as follows:

- Rail as from 30,5 mt gross, the heavy weight surcharge is 100 €/unit.
- Truck as from 30,5 mt gross, the heavy weight surcharge according to the offer.

Exceptions: For export transports on the following relations, different heavy load surcharges will apply:

Export relation	Loading unit	Cost per loading unit
Kornwestheim > Hamburg	40'ft	60 €
Kornwestheim > Rotterdam	40'ft	60 €
München > Rotterdam	20'ft / 40'ft	60 €

9 Handling seaport/ Storage cost seaport

9.1 Handling seaport

If, at the seaport terminal, the Loading Unit is picked up or delivered by the Customer, additional handling charges will apply as follows:

Hamburg

Container Terminal Eurogate (HEK, EKOM)	58 €/unit
Container Terminal Altenwerder (CTA, KTH)	55 €/unit
Container Terminal Burchardkai (CTB)	116 €/unit

Bremerhaven

Container Terminal CT 1 – 4	240 €/unit
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Wilhelmshaven

Terminal Eurogate Wilhelmshaven	240 €/unit
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Rotterdam *

Terminal ECT Delta/ Hutchison Ports Delta/ Euromax	80 €/unit
Terminal RSC	50 €/unit

* If the Loading Unit is delivered to the seaport terminals by the Customer or a transport company instructed by the Customer, the transport company must book a time slot in advance at the relevant terminal (via the Rotterdam Terminal system Portbase = pre-announcement). This is independent of the rail loading planned by ERS. The Customer has to bear all additional costs arising thereof.

9.2 Storage charges seaport

If Loading Units are not delivered before or picked up within the granted storage free time, the Customer has to pay the storage charges at the seaport as per quay tariff. The storage free time differs for different sea terminals.

The Customer has to deliver import Loading Units to the rail terminal one day prior to departure.

Other than stipulated above, in Rotterdam the Customer has to pay to ERS the following terminal storage charges per commenced calendar day:

Rotterdam Maasvlakte exclusive of RWG (Rotterdam World Gateway)

▪ day 1 (= day of arrival)	free of charge
▪ day 2 to 7	7 €/TEU per day
▪ day 8 to 14	14 €/TEU per day
▪ thereafter per day	26 €/TEU per day

Rotterdam RSC

▪ day 1 to 4 (incl. day of arrival)	free of charge
▪ day 5 to 6	handling cost of 16 € plus 10 €/20'ft and 17 €/40'ft per day
▪ thereafter per day	20 €/20'ft and 35 €/40'ft per day

For dangerous goods, the following charges at RSC Terminal are applicable in addition:

▪ day 1 to 10	15 €/TEU per day
▪ day 11	55 €/TEU per day
▪ thereafter per day	110 €/TEU per day

Storage of dangerous goods is limited to max. 13 days. Thereafter, the terminal may transfer the Loading Unit with dangerous goods to a separated storage area. The Customer has to bear all resulting costs. ERS is

not liable for any damages/ costs resulting from the delayed pickup truck/ vessel of the Loading Unit by the Customer.

If container is already picked up/dropped off and needs to be picked up/ dropped off again (handling of truck-terminal-truck), the storage costs will differ from above mentioned conditions. These costs will be charged as per disbursement.

10 Container seals

For the sealing of export containers, ERS will charge 15 €/unit.

11 Transportation under Customs Union transit (non-union cargo)

11.1 Preparation of T1 documents

For the issuing of a T1 document the Customer has to provide ERS with all relevant data in time, latest on the day before loading.

The T1 document is valid for seven calendar days via Hamburg and Bremerhaven and 20 calendar days via Rotterdam, valid from date of train loading. The Customer is responsible for the timely closure of the T1 document.

Hamburg and Bremerhaven

Manual creation of T1 documents

- | | |
|---|------------------|
| ▪ one T1 document per unit (10 positions included) | free of charge |
| ▪ any additional position | 2 € per position |
| ▪ every additional T1 document per unit (10 positions included) | 30 €/document |

Wilhelmshaven

Preparation of T1 Document upon request

Rotterdam *

Manual creation of T1 documents

- | | |
|---|------------------|
| ▪ one T1 document per unit (10 positions included) | 30 €/document |
| ▪ any additional position | 2 € per position |
| ▪ every additional T1 document per unit (10 positions included) | 30 €/document |

* The above standard rates for the preparation of T1 in Rotterdam do not apply to special excisable goods (e.g. alcohol and alcohol-containing goods, mineral oil and fuels, tobacco products, fruit juice and mineral water).

Switzerland and Austria

As the preparation of the T1 documents for shipments with origin or destination in Switzerland (T1 connection) differs, the Customer has to pay the respective charges according to the offer.

11.2 Restrictions

The transportation of the following goods is not allowed in case of Customs Union transit procedures:

- Live animals, meat and side products of slaughter, fish/shellfish, milk and milk products, bananas and sugar as well as tobacco and cigarettes.

This does not apply to goods transported as Customs Union goods.

Goods to be controlled by authorities according to § 55 passage 1 no. 3 LFGB (German Food and Feed Code, e.g. goods like palm oil, nuts, mushrooms, spice powder) can only be transported as non-union Cargo, if special regulations will be followed accordingly.

11.3 Incorrect data/ Non-conform customs transit procedures

In case of missing EX1 document at Terminal Hutchison Ports Delta/ ECT Delta in Rotterdam or missing delivery reference, additional cost of 350 €/unit will be charged to the Customer due to additional workload, e.g. discharging/ loading via alternative terminal and shunting to appropriate terminal after clearance.

In case of incorrect data within the T1 document or discrepancies in customs clearance, ERS will support to clarify the incident. For the administrative effort (e.g. communication with German customs authorities), ERS will charge a lump sum of 60 € per case. Possible additional customs costs as dunning charges, fines or tax assessments will be charged to the Customer as per disbursement and are not included in the lump sum rate.

12 Transportation and handling of special goods

12.1 Exclusion of transportation

Any weapons and ammunition may not be carried by ERS.

12.2 Temperature controlled cargo

Unless explicitly agreed otherwise, reefer containers will only be transported without active cooling and temperature monitoring.

In case active cooling of the Reefer container is explicitly agreed, the following additional surcharges for the transport of Reefer containers apply:

- | | |
|--|-----------------------|
| ▪ Additional surcharge for transport by rail | 39 €/Reefer container |
| ▪ Additional surcharge for combined transport (incl. road transport) | on request |

12.3 Dangerous goods

The dangerous goods data and documents must be available to ERS at the time of booking. ERS may pass on any costs incurred as a consequence of missing dangerous goods data or documents to the Customer.

12.3.1 Surcharge for dangerous goods transportation

In Combined Transport * (incl. road transport), additional cost of 60 €/unit will apply for transportation of dangerous goods.

* **Exception:** containers with start/ destination Rotterdam RSC Terminal are subject to an additional dangerous goods surcharge of 15 €/unit, thus in total 75 €/unit.

12.3.2 Dangerous goods exemption

Dangerous goods of the following classes according to the IMDG Code are not accepted for transport per rail:

- class 1 explosives of compatibility group A and fireworks
- class 4.1 self-reactive substances which require temperature control
- class 4.2 spontaneously flammable substances
- class 5.2 organic peroxides requiring temperature control and oxidizing substances
- class 6.2 infectious substances
- class 7 radioactive substances
- UN0020, 0021, 0074, 0113, 0114, 0129, 0130, 0135, 0224, 0473, 1798, 2455, 3097, 3100, 3111-3120, 3121, 3127, 3133, 3231-3240, 3255, 3533, 3534

12.3.3 Restriction of dangerous goods at the terminal

Loading Units with dangerous goods have to be delivered to the terminal on the day of train departure respectively picked up at the terminal on the day of train arrival within the opening hours. The short time storage of Loading Units with dangerous goods is limited to 24 hours.

In case containers are located at the terminal more than 24 hours the following penalties will apply *:

- day 1 25 €/unit
- day 2 60 €/unit
- thereafter per day 105 €/unit

If a dangerous goods container is located at other inland terminals, ERS will charge a late fee surcharge from day one of 105 €/unit.

* Those charges will be invoiced in addition to storage charges (see clause 6), handling costs and possible shunting costs.

12.4 Waste

Waste corresponding to the so called „Green List“ can be transported. The relevant information and documentation have to be made available to ERS with the booking.

Surcharge for waste transportation will be 70 €/unit.

Waste classified as hazardous waste under section 3 para. 1 AVV, listed with an asterix (*) in the exhibit to section 2 para. 1 AVV cannot be transported by ERS. ERS can check transportation possibility based on the waste code number upon request of the Customer.

13 Booking deadline and booking requirements

Booking deadline for export

- **Hamburg and Bremerhaven:** one working day * before loading until 14:00 p.m. **
- **Rotterdam:** one working day* before loading until 10:00 a.m. **

Booking deadline for import

- **Hamburg and Bremerhaven:** one working day * before takeover of the goods until 13:00 p.m. **
- **Rotterdam:** two working days * before takeover of the goods until 10:00 a.m. **

* In these Transport Terms and Conditions, “working day” only refers to the days from Monday to Friday and does not include Saturday.

** Booking deadline for certain trains may vary according to handling slots of the trains at the terminals. Details will be provided on request.

Exceptions need to be agreed with ERS in advance.

The Customer has to clear all import units with all document present at terminal (respectively for Rotterdam traffic in system Portbase) on the day before the scheduled planned departure of the train. The Customer must provide ERS with all relevant data for the transport of the Loading Units, e.g. PIN, customs data etc. the day before loading. All charges arising due to missing or incorrect data will be charged separately. Affected Loading Units will be postponed to the next available train departure.

The Customer must provide ERS with the transport document for dangerous goods latest at the booking deadline for import. For export of dangerous goods, the Customer must provide ERS with the documents upon delivery to the inland terminal. Such document can take any form but must contain all the information required by the provisions of Chapter 5.4.1.1 RID. For the modes of transport by road and rail the permission

to proceed according to the regulations of the IMDG Code applies in the pre- and on carriage respectively to and from the seaport. If the applied regulations of the IMDG Code deviate from the regulations of ADR/RID/ADN, this is to be noted in the transport document as "Carriage according to paragraph 1.1.4.2.1 ADR".

14 Cancellation cost and rebooking fee

Any changes or cancellations of the booking are subject to confirmation by ERS.

Changes or cancellations of the booking are usually not possible after 08:00 a.m. at the day before loading (irrespective of whether by rail or by truck).

The first change or cancellation of the booking is free of charge if communicated before 08:00 a.m. at the day before loading.

ERS reserves the right to charge an administration fee of 30 € in case the Customer requires three or more updates or adjustments in existing bookings.

For export, in case of any changes to the seaport terminal after delivery of the Loading Unit at the inland terminal ERS will charge 25 €/unit.

In case the Customer cancels the booking after 08:00 a.m. or does not provide ERS with a Loading Unit for **rail** transport before 08:00 a.m. at the day before loading, ERS will charge dead freight cost of 105 €/TEU.

In case the Customer cancels the booking or does not provide ERS with a Loading Unit for a **road** transport before 08:00 a.m. on the day before loading day, ERS will charge dead freight cost as per individual notification.

The same deadfreight rates apply in case of non-loading due to one or more of the following reasons:

- missing or incorrect data
- damaged Loading Unit or equipment
- damaged cargo
- missing release or commitment note of the container by the Customer for the depot/ terminal
- customs clearance problems or incorrect accompanying documents
- change of booking or relevant changes of the order details after booking deadline

This does not apply in case ERS is responsible for the circumstances leading to the non-loading.

15 Additional surcharges

In addition to these Transport Terms and Conditions, special surcharges apply to the services rendered by ERS. Currently, the following surcharges may apply to bookings:

- Port Congestion Surcharge
- Energy Floater Rail
- Truck Energy Surcharge
- Diesel Surcharge
- Energy surcharge for port transfers and transfers to inland depot

ERS provides the Customer with more information and the amounts of these surcharges.

ERS may introduce additional fees and surcharges or amend existing surcharges. Before introduction of a new surcharge or amendments of existing surcharges, ERS will inform the Customer accordingly. Such introduction of new surcharges or amendments of existing surcharges will not apply to existing bookings, but only to future bookings.

16 Expenses

The Customer must reimburse ERS for all additional expenses that ERS has to make in order to enable the transport, in particular extra costs resulting from safety arrangements (e.g. subsequent attachment of dangerous goods labels or security seals at the terminal to achieve possibility of train transportation).