



**Always on track.**



# **Transport Terms and Conditions 2024 of ERS Railways GmbH**

Dated 1st December 2024

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## 1. General

The Transport Terms and Conditions apply to all services provided by ERS with effect from 01.01.2024 until revoked.

The ERS Transport Terms and Conditions are based on the valid version of the "General Terms and Conditions (GTC)". In the event of contradictions between the General Terms and Conditions of ERS and these Transport Terms and Conditions, the respective valid version of the ERS Transport Terms and Conditions shall form the basis for all contracts and offers concluded between ERS Railways GmbH (hereinafter: "ERS") and a customer for the provision of a service. Our separate **Terminal Terms and Conditions 2024** apply in parallel to the ERS Transport Terms and Conditions 2024.

Exclusion of liability: ERS will not reimburse costs arising from detention, demurrage, storage and other charges.

The Transport Terms & Conditions are valid for ISO standard loading units / containers (20ft, 40ft till 9'6" height, open top "without over heights and over widths i.e. "in gauge"). Working days within the meaning of the Transport Terms and Conditions are Monday to Friday (excluding public holidays).

The Transport Terms and Condition are available in German and English. In case of doubt, the German version shall apply.

### 1.1. Transportation Service

All services and freight rate quotations provided by ERS are based on the currently valid conditions and all other applicable costs and surcharges according to the customer quotations.

ERS offers the following services:

- **Combined Transport, rail transport including truck - road collection or delivery (CT)**
- **Combined Transport Rail, self-collections / self-deliveries, rail "only" transport (CTR)**

The following services are included in the transport price for combined transport (CT):

- Rail transport between seaport - inland rail terminal or v.v.
- Handling on / off the wagon at the inland rail terminal
- Collection / delivery on a standard chassis
- Collection / delivery of the loading unit at the first (un)loading point (the takeover / return of an empty loading unit is charged in accordance with section 4.1 inland depots and inland rail terminals)
- Free (un)loading time of 2 hours in total at the collection / delivery address (incl. customs office and weighing point)

For rail "only" transport (CTR), the transport service includes rail transport between the seaport and the inland rail terminal or v.v. and the handling on / off the wagons at the inland rail terminal.

### 1.2. Price offers

Unless otherwise stated, all prices and conditions are offered in Euros.

All prices and conditions are subject to operational feasibility and exclusively considering the current underlying timetable, which can be viewed at: <https://ersrail.com/Timetable>.

The place of handover and / or takeover for loading points that are railway connected shall be "on wagon" or chassis.

The customer undertakes to treat all offers and cost estimates as strictly confidential. Disclosure to third parties, even in part, is not permitted.

### 1.3. Delivery times

Unless expressly agreed, ERS will not take over any obligation that the goods will arrive at their destination at a specific time or be available for a specific market or use. Unless expressly stated otherwise, all information on transport and arrival times are assumptions and are not binding. This applies not only to the destination, but also to parts of the route. If the goods arrive at their destination later than specified, this shall not constitute a delay unless the information on transport and destination times is expressly agreed as binding.

## 2. Rail Services

### 2.1. Seaport Terminals

The following seaport terminals are regularly served by ERS with a direct rail connection. The basis for this is the current version of the ERS timetable, which can be viewed on our ERS Railways homepage <https://ersrail.com/Timetable> and is subject to changes in the direct service of individual seaport terminals during the year:

Port of Hamburg (Waltershof)	Port of Bremerhaven	Port of Rotterdam	Port of Wilhelmshaven
Terminal Eurogate (HEK, EKOM)	Terminal Eurogate 1 – 3	Terminal RSC	Terminal Eurogate (JWP)
Terminal Altenwerder (CTA, KTH)	Terminal 4 (NTB)	Terminal ECT Delta/ Hutchison Ports Delta 2*	
Terminal Burchardkai (CTB)		Terminal EMX	
		Terminal APMT2	
		Terminal RWG	

\*A direct takeover of the containers from Hutchison Ports Delta 2 can only take place directly by train if the shipping company has a contractual agreement with the terminals for the handover of the containers for train (un)loading. The customer must check this in advance. If this requirement is not met and the containers are taken over from Hutchison Ports Delta 2 by truck, ERS will invoice the customer for the additional costs.

**Other seaport terminals can be served by a chargeable truck transfer (see section 3.8. Shuntings in the seaport (by truck)).**

### 2.2. Loading unit

The customer is obliged to provide ERS with a loading unit. The following applies to combined transport - ERS can collect / deliver the loading unit at an inland depot and transport them to the customer to (un)load the goods into / out of the loading unit.

For the transportation of standard loading units (20'ft/ 40'ft/ 40'hc containers) the conditions according to the customer offer apply.

Special loading units (see list below) can only be transported by ERS if this has been expressly agreed between the parties. The following additional charges per direction or relation apply to the transport of special loading units:

<b>Special loading units</b>	23'ft	additional surcharge on 20'ft price of 65 €/loading unit
	26'ft	additional surcharge on 20'ft price of 65 €/loading unit
	45'ft	additional surcharge on 40'ft price of 110 €/loading unit
	Open-top equipment	may only be transported if they are "in gauge" (within the dimensions)
	Other loading units	on request, prices according to cost estimate

In general, no special loading units (23'ft / 26'ft / 45'ft) can be transported on the Rotterdam - Nuremberg and v.v. route.

The customer must ensure that the loading unit has a valid CSC plate and is in a craneable condition at all terminals. Additional costs will be charged as per disbursement.

**For the transport of refrigerated containers, the additional conditions according to section 6.2 Temperature-controlled goods, apply.**

### 2.3. Heavy weight surcharge rail

ERS charges a heavy weight surcharge for the transport of heavy weight containers that exceed the categorized gross weights according to the offer.

- Rail transport > 30,5 t gross 100 €/loading unit

## 3. Truck services

### 3.1. Truck waiting times

In combined transport (CT), a free truck waiting time of 2 hours is granted for (un) loading the loading unit, including customs clearance and weighing points.

- **After the free truck waiting time has expired, a surcharge of 59 € per commenced half an hour or part thereof will apply.**

The calculation of the truck waiting time starts with the agreed date and/or with the physical start of (un)loading on the customer's premises or at the latest with the agreed loading date. In the event of a delay on the part of our service provider, the calculation of the truck waiting time also starts with the start of (un)loading.

The free time for the collection or return of a loading unit / empty container at the depot / rail terminal is half an hour in each case.

- **After the free truck waiting time has expired, a surcharge of 59 € per commenced half hour or part thereof will apply.**

If special equipment is used, section 3.3 Special equipment, shall apply to the calculation of the chargeable truck waiting time.

ERS shall inform the customer on the amount of waiting time within three working days of the end of the transport. The customer must inform ERS within three working days of receipt of this notification of any disputes regarding the calculation of the waiting time. After this period expiry, the amount of the chargeable waiting time shall be deemed accepted by the customer.

### 3.2. Unhitching-, shuttle-, and chassis rental services

#### Unhitching

If the container remains on the chassis without the tractor unit at the (un)loading point, a surcharge will apply. ERS applies a surcharge for the collection of the chassis (a 2<sup>nd</sup> journey) plus toll and diesel and, if applicable, chassis rental.

The free waiting time for the truck for the chassis pick up/drop off is 30 minutes. After the free waiting time has expired, the charge will be made in accordance with section 3.1 Truck waiting times.

#### Shuttle traffic

If the container remains at (un)loading point and the tractor unit is removed in exchange for an empty or full container, ERS will charge a trailer surcharge of 50 €/loading unit. At the end of the shuttle service or interruption of the shuttle service, ERS charges a surcharge (2<sup>nd</sup> journey) plus toll and diesel and, if applicable, chassis rental.

The free truck waiting time for the shuttle service is 30 minutes. After the free truck waiting time has expired, the charge will be made in accordance with section 3.1 Truck waiting times.

#### Chassis rental

Chassis rental is free of charge on the day of positioning. Thereafter, ERS charges a chassis rental fee of € 65 per calendar day or part thereof.

### 3.3. Special Equipment

Subject to availability, ERS also offers combined transportation with special equipment such as tipper chassis, side loaders, vertical loaders and low loaders on customer request.

The free truck waiting time for (un)loading special equipment is 30 minutes. Separate charges apply for truck waiting times for special equipment according to the individual offer.

Prices for combined transportation with special equipment are available on request.

### 3.4. Multistop and customs stop

The additional charges for a multistop or customs stop are calculated based on the additional kilometers on the trucking route caused by the additional stop.

The free (un)loading time for multi- or customs stops, including collection/delivery, is two hours in total and is calculated in accordance with section 3.1 Truck waiting times.

Add. kilometers	Germany/Austria	Switzerland
< 10 km	65 €	65 €
< 25 km	115 €	upon request
< 50 km	165 €	upon request
< 100 km	230 €	upon request

Longer distances of more than 100 km are available on request. The additional distance is calculated based on PTV Map & Guide 2024.

Multistop calculation basis: Distance "terminal to multistop to "(un)loading address" to "terminal" minus the distance "terminal to (un)loading address in truck roundtrip".

The above multi- or customs stop costs do not apply to empty container positioning at the depot. Truck transfer costs are incurred for the positioning of empty containers, which are calculated in accordance with point 4.1 Pick-up / return of loading units at inland depots and inland rail terminals.

### 3.5. Heavy weight vehicle surcharge

Road deliveries of heavy containers > 30 tons gross can only be carried out within Germany on request and by appointment with the responsible ERS Customer Service.

- 40'ft containers with a gross weight > 30.5 tons cannot be handled via TriCon Terminal Nuremberg

### 3.6. Weighing of containers in the hinterland (SOLAS)

At the customer's request, ERS offers weighing in accordance with SOLAS guidelines for combined transportation.

The free (un)loading time including the weighing of containers is 2 hours in total and is calculated in accordance with section 3.1 Truck waiting times.

In cases where the parties expressly agree that ERS shall arrange the weighing of the loading unit for the customer with the weighing station, the customer shall be obliged to pay the additional charges to ERS in accordance with the table below.

Terminal	Additional costs for weighing per loading unit
<b>Augsburg, Frankfurt, Munich, Nuremberg, Regensburg and Ulm</b>	110 €/loading unit
<b>Kornwestheim, Mannheim and Dortmund</b>	125 €/loading unit

#### The following services are included in the weighing process:

Travel to the weighing station, weighing process to determine the gross container weight, transmission of the weighing result to the client and documentation.

The customer shall bear all additional costs caused, for example, by delays, waiting times at the weighing stations, rail deadfreights, additional trips to the weighing stations due to restricted opening hours / crowded weighing stations.

ERS is not liable for damages or costs resulting from errors in the weighing or its documentation, e.g. due to non-loading in seaports, problems or delays in the transmission of weights, deviations or uncertainties regarding the verified gross mass of the container and others.

If the customer arranges the weighing of the loading unit directly with the weighing station, a contract with the weighing station is only concluded between the customer and the weighing station. ERS is not a party to such a contract and is not liable for damages resulting from errors in the weighing result. In such cases, the customer shall bear the costs for the additional transport route in accordance with the multistop calculation in Section 3.4.

### 3.7. Cross-border Transport

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 section 3.4.

For cross-border transports from / to Germany via Austria or Switzerland, the gross weight per container is limited to ≤ 25 tons gross.

We reserve the right to charge a fee of 25 €/loading unit for cross-border, combined transportation with customs clearance (e.g. area fee, A1 creation, Macron law, etc.).







## Change of custodian in the port of Hamburg

In the event of incorrect/incomplete notification of the ATB number by the customer for a port transfer, costs will incur per container and necessary correction in the amount of 50 €.

### Truck shuntings Bremerhaven

- |  |                    |
|--|--------------------|
| ▪ Shunting in the Bremerhaven are  | 428 € loading unit |
| ▪ Shunting between Bremen - Bremerhaven v.v.   | upon request       |
| ▪ Special service shunting CCF / Phyto Sanitary Control / VET<br>(CCF = Container Checking Facility / VET = Veterinary office) | 495 € loading unit |

### Truck shunting Rotterdam

- |  |                     |
|--|---------------------|
| ▪ Shunting in the port of Rotterdam                  | 233 €/ loading unit |
| ▪ Internal truck shunting Kramer City (only via RSC) | 95 €/ loading unit  |
| ▪ Internal truck shunting RST (only via RSC)         | 95 €/ loading unit  |
| ▪ Internal truck shunting Matrans (only via RSC)     | 105 €/ loading unit |
| ▪ Shunting surcharge for dangerous goods             | 15 €/ loading unit  |

For the following terminals in Rotterdam, we charge forward an additional peak surcharge:

- |                         |                                |
|-------------------------|--------------------------------|
| ▪ ECT Delta and Euromax | 16 €/loading unit and terminal |
| ▪ RWG                   | 15 €/loading unit and terminal |

(For shuntings between the above terminals in Rotterdam, the surcharge is calculated twice).

### Truck shuntings between different seaports

- |   |                     |
|---|---------------------|
| ▪ shuntings between Hamburg and Bremerhaven       | on request          |
| ▪ shuntings between Wilhelmshaven and Bremerhaven | on request          |
| ▪ shuntings between Wilhelmshaven and Hamburg     | on request          |
| ▪ shuntings between Rotterdam and Antwerpen       | 365 €/ loading unit |

## 4. Depot Services

### 4.1. Collection / return of loading units at the inland depots and inland rail terminals

A free truck waiting time of half an hour applies for the collection or return of loading units at the inland depot / inland rail terminal. After the free truck waiting time has expired, 59 € for each commenced half an hour of truck waiting time or part thereof will be charged. Free waiting times cannot be combined.

Prior to the collection or delivery of the loading units at the inland depot / inland rail terminal, the customer is obliged to provide ERS with the relevant documents and information for the correct release or registration of the equipment at the depot or inland rail terminal in good time.

ERS is not obliged to inspect the empty or loaded loading unit prior to collection at the inland depot / inland rail terminal. If the customer rejects the loading unit and ERS returns the loading unit to the inland depot / inland rail terminal and collects a new loading unit, the customer shall be charged the corresponding costs for a second journey or incorrect journey by ERS. The customer is responsible for having the loading unit checked before loading for export transportation. ERS shall not be liable for damage to the cargo due to the nature and condition of the loading unit, unless the customer can prove that the equipment was damaged after it was handed over by the customer to ERS for transport in the care of ERS. For Combined Transport (CT) via the corresponding inland rail terminals, the **\*pick-up / drop off** per loading unit at the inland depots is calculated as follows (the following conditions include tolls and exclude diesel floaters):

Inland rail terminal	Inland depot	Charge / loading unit
<b>Augsburg</b>	Kloiber; DBIS - Augsburg	0,00 €
	Kloiber; CLM; CDM - Munich	410,00 €
	DBIS Ulm	340,00 €
<b>Frankfurt</b>	Contargo; DBIS - F- Ost	0,00 €
	Contargo F- West	85,00 €
	Contargo Ginsheim-Gustavsburg	195,00 €
	Frankenbach Mainz	165,00 €
	Contargo; DBIS; DP World - Mannheim	390,00 €
	Contargo; KTL - Ludwigshafen	390,00 €
<b>Kornwestheim</b>	DBIS Kornwestheim	0,00 €
	Deisser; DP World - Stuttgart	65,00 €
	Contargo Karlsruhe	360,00 €
	Contargo Wörth	390,00 €
	DBIS Ulm	395,00 €
	Contargo; DBIS; DP World - Mannheim	485,00 €
	Contargo Ludwigshafen	495,00 €
<b>Mannheim</b>	Contargo; DBIS; DP World - Mannheim	0,00 €
	Contargo; KTL - Ludwigshafen	0,00 €
	Hempt Worms	160,00 €
	Contargo; DP World - Germersheim	250,00 €
	Contargo Wörth	270,00 €
	Contargo; DBIS - F- Ost	390,00 €
	Contargo F- West	395,00 €
<b>Munich</b>	Kloiber; CLM, CDM - Munich	0,00 €
	Kloiber; DBIS - Augsburg	410,00 €
	CTR; DBIS - Regensburg	535,00 €
	CDN; DBIS - Nuremberg	575,00 €
<b>Nuremberg</b>	CDN; DBIS - Nuremberg	0,00 €
	CTR; DBIS - Regensburg	390,00 €
	Contargo Hof	460,00 €
	Kloiber; CLM, CDM - Munich	460,00 €
<b>Ulm</b>	DBIS Ulm	0,00 €
	Kloiber; DBIS - Augsburg	340,00 €
	DBIS Kornwestheim	400,00 €
	Deisser; DP World – Stuttgart	380,00 €
	Kloiber; CLM, CDM - München	560,00 €
<b>Regensburg</b>	CTR; DBIS - Regensburg	0,00 €
	Contargo Hof	475,00 €
	CDN; DBIS - Nuremberg	390,00 €

\* Any other terminal and depot available upon request.

#### 4.2. Transfer / return of empty loading units in the domestic depot

For the transfer and return of empty loading units in the standard procedure (not Empty Standby), the following conditions are charged in addition to the rail freight. This offer is only valid in connection with rail transportation (CTR) carried out by ERS:

Domestic terminal	Takeover / return depot	Charge / loading unit
<b>Kornwestheim</b>	DBIS Kornwestheim	120 €
	DP World, Stuttgart	179 €
	Deisser, Stuttgart	142 €
<b>Munich</b>	Kloiber Munich	107 €

	CDM Munich CLM Parsdorf	139 €
<b>Nuremberg</b>	CDN Nuremberg	119 €
	DBIS Nuremberg	
<b>Ulm</b>	DBIS Ulm	102 €
<b>Dortmund</b>	CTD Dortmund	135 €
<b>Regensburg</b>	CTR Regensburg	122 €
	DBIS Regensburg	
<b>Augsburg</b>	Kloiber Augsburg	109 €
	DBIS Augsburg	
<b>Frankfurt</b>	Contargo Ost	124 €
	DBIS Frankfurt	
	Contargo F-West (Industriepark Höchst)	144 €
<b>Mannheim</b>	Contargo Mannheim	139 €
	DBIS Mannheim	
	DP World Mannheim	
	Contargo Ludwigshafen	145 €
	KTL Ludwigshafen	

#### 4.3. Empty standby loading units

On request, ERS offers Empty Standby special conditions for the transportation of empty loading units including takeover / return from / or to the domestic depot. The Empty Standby conditions are valid exclusively and only in connection with rail transport (CTR) carried out by ERS. Offer conditions are subject to capacity availability.

## 5. Customs services

### 5.1. Transport under the customs union transit procedure (non-Union goods)

#### Creation of the T1 document

For transports via Hamburg, Bremerhaven, and Wilhelmshaven, the T1 document is valid for seven calendar days, for transports via Rotterdam for twenty calendar days (from the date of train loading). The customer is responsible for the timely issue of the T1 document.

For the preparation of the T1 documents, the customer must provide ERS with all relevant data in time, at the latest 1 working day before the container is picked up (train / truck) (see also Section 7.1. Booking deadline).

The standard fees listed below for the preparation of T1 documents do not apply to special excisable goods (e.g. alcohol and goods containing alcohol, mineral oil and fuels, tobacco products, fruit juice and mineral water).

#### ▪ Hamburg, Bremerhaven and Wilhelmshaven

Manual creation of T1 documents

- |   |                   |
|---|-------------------|
| ▪ one T1 document per loading unit (incl. 10 items)             | free of charge    |
| ▪ each additional item  | 4 € per item      |
| ▪ each additional T1 document per loading unit (incl. 10 items) | 30 € per document |

#### ▪ **Rotterdam**

Manual creation of T1 documents

- |   |                   |
|---|-------------------|
| ▪ one T1 - Dokument pro Container (incl. 10 items)              | 30 € per document |
| ▪ each additional item  | 4 € per item      |
| ▪ each additional T1 document per loading unit (incl. 10 items) | 30 € per document |

#### ▪ **Switzerland and Austria**

For the preparation of T1 connection documents, ERS charges 125 € incl. 3 goods items. This applies to consignments with origin or destination in Switzerland or Austria. Only valid for transport orders in combined transport (CT).

#### **Restrictions**

The transport of the following goods is not permitted under customs union transit procedures:

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

This does not apply to goods that are transported as customs union goods.

Goods subject to official controls in accordance with Section 55 (1) No. 3 LFGB (German Food, Commodities and Feed Code, i.e. goods such as palm oil, nuts, mushrooms, spice powder) can only be transported as non-Union goods if special regulations are observed accordingly.

#### **Incorrect data / non-compliant customs transit procedures**

For shortsea containers destined for RST - via RSC internal transport at - the customer is responsible to provide ERS with the correct information prior to arrival and to register the customs document in Portbase based on the booking deadline. In case of incorrect information and / or missing documentation, the container will be transported to a separated RSC stock and the customer will be charged an additional handling fee accordingly. The same applies to requested changes in the information after the booking deadline.

In the event of incorrect information for and/or in the T1 document as well as discrepancies during customs clearance, ERS will assist in clarifying the incident. ERS reserves the right to charge a flat rate of 50 € per case for administrative expenses. Additional costs incurred, e.g. for reminder fees, fines or tax assessments, will be invoiced to the customer on a time and material basis and are not included in the flat rate.

#### **5.2. Container seal**

ERS charges a fee of 25 €/loading unit for the sealing of containers.

## **6. Transport and handling of special goods**

### **6.1. Exclusion from transport**

Special goods, such as weapons and ammunition, may not be transported by ERS (see also section 5. Customs services, sub section Restrictions).

### **6.2. Temperature-controlled goods**

Unless expressly agreed otherwise, reefer containers can only be transported by ERS without active cooling and temperature monitoring.

Transport with active cooling of the reefer container by rail and / or in combined transport can only be carried out on request and for a separate surcharge and must be expressly agreed with ERS. ERS reserves the right to charge any additional costs incurred.

ERS accepts no liability whatsoever for any damage that may arise from a lack of cooling facilities / temperature monitoring.

### 6.3. Dangerous goods

The dangerous goods data and dangerous goods documents must be made available to ERS at the time the order is placed. For export transports with dangerous goods, the customer must provide ERS with the documents upon delivery to the inland rail terminal. This document can be prepared in any form, but must contain all the information required in Chapter 5.4.1.1 RID. For the road and rail modes of transport, permission to transport to and from the seaport is granted in accordance with the provisions of the IMDG Code. If the applied provisions of the IMDG Code deviate from the provisions of the ADR / RID / ADN, this must be noted in the transport document as "Carriage in accordance with section 1.1.4.2.1 ADR".

ERS shall pass on to the customer any costs incurred as a result of missing dangerous goods data or dangerous goods documents. This also applies to the necessary use of special equipment and/or costs for compliance with applicable requirements.

#### Surcharge for transport of hazardous goods

In combined transport (rail transport including truck - road delivery), **a surcharge of 65 €/per partial transport leg** per direction applies for the transport of dangerous goods. We do not charge a separate surcharge for the transportation of dangerous goods for rail "only" transport (CTR).

Exception: Containers with origin or destination Terminal RSC in Rotterdam are subject to an additional dangerous **goods surcharge of 15 €/loading unit**. This surcharge is added to the surcharge for dangerous goods transport of 65 €/loading unit.

#### Exclusion of dangerous goods

Dangerous goods of the following classes according to the IMDG Code are not permitted for transportation by train and cannot be transported:

- 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

**For information and conditions regarding the storage and restrictions of dangerous goods at the inland rail terminals, please refer to our separate Terminal Terms and Conditions 2024.**

### 6.4. Waste

Waste that corresponds to the so-called "Green List" (waste that does not require monitoring) can be transported by ERS. The relevant information and documents must be provided to ERS along with the booking. The customer is obliged to provide a corresponding AVV number in accordance with the Waste List Ordinance.

The surcharge for transport in combined transport (CT) is **65 €/loading unit per partial transport leg**. We do not charge a separate waste surcharge for rail "only" transports (CTR).

Waste that is classified as hazardous waste pursuant to Section 3 (1) AVV and is marked with an asterisk (\*) in the Annex to Section 2 (1) AVV cannot be transported by ERS. At the customer's request, ERS can check the transport option on the basis of the waste code.

## 7. Booking requirements

### 7.1. Booking deadline

Booking deadline Import and Export	German Seaports (Hamburg, Bremerhaven, Wilhelmshaven)	Western Seaports (Rotterdam)
	1 working day before loading (rail or truck) until 1:00 p.m.	1 working day before loading (rail or truck) up to 10:00 a.m.

The booking deadline for certain trains may vary depending on the departure times of the trains at the terminals (in the seaport and/or at the inland rail terminals). Details will be provided on request. **A working day is Monday to Friday (excluding public holidays).**

The customer is obliged to provide ERS with all information and / or data relevant to the transport of the loading units by the specified booking deadline at the latest. For import containers, the following also applies: the customer is responsible for ensuring that all import loading units are released by the above-mentioned booking deadline and that all required documents are deposited at the terminal. All costs incurred due to missing or incorrect data will be invoiced separately. Affected loading units will be postponed to the next available train departure. If ERS is unable to carry out the transport of the loading unit due to missing information and/or missing documents, we reserve the right to charge corresponding fees (section 7.2. Cancellation and rebooking fee). Our Customer Service will be happy to provide you with advice and support at any time.

### 7.2. Cancellation and rebooking fee

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

The first change and / or cancellation of the booking before the booking deadline is free of charge.

Changes and / or cancellations of the booking are generally no longer free of charge after 1:00 p.m. on the working day / for Rotterdam after 10:00 a.m. on the working day before loading. This applies regardless of the mode of transport.

ERS reserves the right to charge a processing fee of 30€ per loading unit if the customer requests three or more updates or adjustments to existing bookings.

In the event of a change to the seaport terminal after delivery of the loading unit to the inland rail terminal, ERS will charge 25 € per loading unit for export.

If the customer cancels after the booking deadline or does not provide an alternative loading unit for **rail transport**, ERS will charge a default freight rail in the amount of 120€ per TEU.

If the customer cancels after the booking deadline or does not provide an alternative loading unit for **road transportation**, ERS will charge a truck deadfreight as per individual disbursement.

ERS reserves the right to charge forward costs resulting from non-loading. The following reasons are listed as examples:

- fehlende oder falsche Informationen und/oder Daten
- Damaged loading unit or equipment
- Damaged goods
- Missing release or commitment note of the container by the Customer for the depot/ terminal
- Delays and/or problems with customs clearance or incorrect accompanying documents
- Umbuchung oder relevante Änderungen der Auftragsdaten nach Buchungsschluss
- Rebooking or relevant changes to the order data after the booking deadline
- etc.

### 7.3. Other surcharges and expenses

#### **Other surcharges**

In addition to these transportation conditions, further surcharges apply to the services provided by ERS. The following surcharges may currently apply for the provision of transport services:

- Infrastructure Surcharge Rail
- Congestion Surcharge Seaports
- Energy Floater Rail
- Diesel Floater Truck
- Energy surcharge for port shuntings and shuntings to inland depots
- ITT (Inter Terminal Transfer) internal transfers at the terminal site in Bremerhaven.

ERS will provide the customer with further information and the amount of these surcharges.

ERS may introduce additional charges and surcharges or change existing surcharges. Before introducing a new surcharge or changing existing surcharges, ERS will inform the customer accordingly.

#### **Expenses**

The customer shall reimburse ERS for all additional expenses that ERS must incur to enable the transport, particularly the additional costs arising from security precautions (e.g. subsequent affixing of dangerous goods labels or security seals at the terminal to enable the train transport to be carried out).