

General Terms and Conditions

Valid from 01.06.2018

1. Area of validity

- 1.1 The General Terms and Conditions (GTC) govern the relationship between the customers and Swiss Federal Railways SBB Cargo International AG (hereinafter referred to as "SBB Cargo Int.") for carriage and other services. They apply to freight services provided by SBB Cargo Int. The Rules concerning the Contract of International Carriage of Goods by Rail (CIM) also apply.
- 1.2 The version of the General Terms and Conditions that was valid when the freight contract was concluded applies.
- 1.3 The General Terms and Conditions of the customer are only valid insofar as this has been agreed by the contractual partners in writing.

2. Relevant Provisions and Guidelines

- 2.1 The latest versions of the following conditions, guidelines and instructions also apply in addition to the General Terms and Conditions, available online at www.sbbcargo-international.com:
 - «SBB Cargo Int. guideline on the transport of dangerous goods»
 - «SBB Cargo loading guidelines»
 - «Guideline on the safe transshipment of goods»
- 2.2 «The General Contract of Use for Wagons» (GCU) applies for the use of freight wagons.

3. Freight Services Agreement and freight contracts

- 3.1 Services to be provided by SBB Cargo Int. are based on a written Freight Services Agreement concluded with the customer and signed by both parties. This agreement includes the main service-related data required for concluding a freight contract.
- 3.2 Freight contracts are drawn up once the customer has submitted a carriage order to the head office of SBB Cargo Int. in Olten and this has been accepted, subject to other conditions specified in the Freight Services Agreement.
- 3.3 The freight contract terminates once the cargo is delivered to and accepted by the recipient at the agreed transfer point, subject to other conditions specified in the Freight Services Agreement. If the customer does not accept a consignment on time, SBB Cargo Int. will ask the sender for instructions. Any additional costs incurred by SBB Cargo Int. will be charged to the customer.
- 3.4 SBB Cargo Int. reserves the right to have freight carried by a «sub-contracted carrier» according to Art. 3 CIM.

4. Carriage order

- 4.1 The carriage order is to be submitted electronically through interface between the customer and SBB Cargo Int. Other forms of order are subject to a fee. Carriage orders must contain all details required for the correct execution of the carriage.
- 4.2 SBB Cargo Int. is not obliged to check the content of consignments.

5. Loading and unloading

- 5.1 As stated in the «UIC loading guidelines», the customer is responsible for loading and unloading consignments. SBB Cargo Int. reserves the right to check that wagons and load units are being loaded and unloaded in accordance with operational safety procedures.
- 5.2 If there are grounds to doubt that these guidelines are being adhered to, SBB Cargo Int. reserves the right to take any necessary action. This is particularly the case in the event of a considerable discrepancy between the agreed load and the actual load, if the actual profile exceeds the profile allowed for the designated route, such that the consignment exceeds the total weight permitted, or that the type of freight to be transported or the loading process inhibits carriage.
- 5.3 SBB Cargo Int. is entitled to charge the customer for the cost of loading such consignments correctly as well as for any delay to their shipment, and to claim compensation from the customer for this.
- 5.4 If the sender or recipient is unable to accept the wagons on time, the customer must bear the costs incurred.
- 5.5 If the loading and unloading limits are exceeded, demurrage will be charged. If trains or waggons have to be shed on third-party-infrastructure due to customer's fault, the actual costs will be charged.
- 5.6 Any damage to the cargo must be reported without delay to the head office of SBB Cargo Int. in Olten (CIT form verbal process).
- 5.7 SBB Cargo Int. has the right to inspect damage at any time.

6. Customs and other administrative regulations

If customs and other administrative requirements are met by SBB Cargo Int. or its sub-contracted carriers, the customer will be charged for these services, and for any delays to their performance not caused by SBB Cargo Int. or its sub-contracted carriers.

7. Dangerous goods

- 7.1 The customer must comply with the relevant dangerous goods regulations (particularly RID) as well as the SBB Cargo Int. guideline on the transport of dangerous goods.
- 7.2 SBB Cargo Int. will only accept or deliver freight if the transfer of the safety and care obligations to the sender/recipient has been agreed until collection/from provision.
- 7.3 Within the scope of its liability, the customer releases SBB Cargo Int. from any obligations that could arise during the carriage or storage of consignments or other dealings with third parties, or that can be traced back to characteristics of the consignment or failure of the customer to act with due diligence.
- 7.4 If authorities fine SBB Cargo Int. for "infringements of duties as sender, filler, loader or wagon owner", SBB Cargo Int. is entitled to pass on any resulting costs to the customer.

8. Invoicing and payment

- 8.1 Invoices are to be paid in full as soon as they fall due, as per the payment conditions. The payment deadline is usually agreed stated in the individual Freight Services Agreement. Otherwise, a payment deadline of 14 days after the billing date applies. If payment is not made by the due date, the customer is automatically in default without a reminder having to be issued by SBB Cargo Int. Interest will be charged at a rate of 8% a year.
- 8.2 Invoices are sent by Email.
- 8.3 SBB Cargo Int. is entitled to request advance payment or collateral (e.g. bank guarantees) at any time as part of the contractual performance of freight orders.

9. Liability

- 9.1 SBB Cargo Int. will be liable only to the extent provided for by the statutory provisions. Further reaching claims (due to delay or non-fulfilment) are excluded. Pure financial losses (in particular lost profits) are excluded. The liability restrictions defined in the CIM also apply to non-contractual claims. Special liability restrictions may be agreed for goods which are particularly difficult to carry or which entail special risks.
- 9.2 Timetables communicated to the customer do not constitute agreements on transit periods in the meaning of Art. 16 §1 CIM.
- 9.3 The right to assert any substitute claims against SBB Cargo Int. above and beyond those stipulated in the laws is excluded.
- 9.4 The customer will be held liable for all damages and additional costs incurred by SBB Cargo Int. which are caused by a wagon provided by the customer, and the customer will indemnify SBB Cargo Int. if SBB Cargo Int. is held liable by third parties. Fault by the wagon keeper according to Art. 27 GCU is not required to establish the customer's liability. SBB Cargo Int. is not liable for damages to transported goods in such case.
- 9.5 The customer will be held liable for its own errors and omissions and for those of its auxiliaries, in particular for all consequences arising from incorrect packing and loading or from incorrect, imprecise or omitted information in the carriage order, customs forms or maintenance details.
- 9.6 If the customer provides a wagon whose owner has not acknowledged the GCU, the customer must take full responsibility for this owner as set out in the GCU, and relieves SBB Cargo Int. of any liability in the event of an incident.

10. Entity in Charge of Maintenance (ECM)

- 10.1 In accordance with Art. 15 attachment G (ATMF) of the Convention concerning International Carriage by Rail (COTIF) all freight wagons must be certified by a so-called Entity in Charge of Maintenance (ECM). This ECM must in turn be certified.
- 10.2 The customer is required to ensure that the wagons it provides for carriage have been allocated an ECM and must be able to provide proof of this to SBB Cargo Int. on demand.
- 10.3 If the customer provides a wagon, which has not been allocated an ECM, SBB Cargo Int. is entitled not to haul this wagon and to charge any costs arising from this decision to the customer.

11. Statutory limitation

Subject to binding legal provisions, all claims against

SBB Cargo Int. will expire after one year. The limitation period commences at the time the freight is delivered or, in the event of loss, damage or delay, from the day on which delivery should have been made.

12. Disputes, place of jurisdiction

- 12.1 The contractual relationship between the customer and SBB Cargo Int. is subject to Swiss law and/or binding international laws.
- 12.2 The sole place of jurisdiction for any disputes arising from this contractual relationship is Olten, Switzerland.

13. Transfer clause

Should SBB Cargo Int. transfer its entire freight business, or substantial portions thereof, to a subsidiary, either wholly owned or a joint venture, the contractual relationship will continue with the company concerned, following notification of this to the customer.