



General Terms and Conditions of DB Cargo AG (GTC)

Valid from: 1 January 2016

Translated from German:
the German text alone is
legally binding.

Content

1 General Terms and Conditions (GTC)	04
<hr/>	
2 Conditions for Block Train Products	06
<hr/>	
3 Provisions for International Carriage by Rail	07
<hr/>	
4 Provisions for Freight Wagons of Other Keepers	10
<hr/>	
5 Provisions for Storage and Other Services Rendered for Combined Transports (Storage Conditions for Intermodal Transport)	11

Available under order number **TAPL 0110** from

DB Kommunikationstechnik GmbH
Media and Communication Services
Logistikcenter
Kriegsstrasse 136
76133 Karlsruhe, Germany

Fax: +49 (0) 721 9385509
E-mail: DZD-Bestellservice@bahn.de

These “General Terms and Conditions of DB Cargo AG” as well as any amendments and supplements will be published in the “Tarif- und Verkehrsanzeiger der Eisenbahnen des öffentlichen Verkehrs im Gebiet der Bundesrepublik Deutschland”.

The latest valid version of the General Terms and Conditions of DB Cargo AG is available on the Internet at www.dbcargo.com/gtc

1 General Terms and Conditions (GTC)

1 General

- 1.1 DB Cargo AG (hereinafter “DB Cargo”) provides its services in accordance with the following terms and conditions.
- 1.2 These General Terms and Conditions are not applicable to contracts with consumers.
General terms and conditions of customers shall apply only when specifically confirmed by DB Cargo.
- 1.3 In addition to these General Terms and Conditions, the latest valid versions of the following terms and conditions are also applicable:
 - Conditions for Block Train Products
 - Provisions for International Carriage by Rail
 - Provisions for Freight Wagons of Other Keepers (regarding use of wagons)
 - Provisions for Storage and Other Services Rendered for Combined Transports (Storage Conditions for Intermodal Transport)
 - General Provisions for the Exchange of EUR Pallets (ATB)
 - Prices and Services of DB Cargo AG
- 1.4 Amendments
DB Cargo is entitled to amend these General Terms and Conditions, the Prices and Services and other terms and conditions at any time. DB Cargo shall notify the customer in writing of the amended General Terms and Conditions, Prices and Services and other terms and conditions no later than one month before they are due to take effect. The customer shall be deemed to have consented to these amendments if it does not object before they come into force. DB Cargo will inform customers separately about this de facto consent in its offer containing the amended General Terms and Conditions, Prices and Services and other terms and conditions.

2 Transport orders

- 2.1 The customer shall provide the information required under Section 408 of the German Commercial Code (HGB) when placing a transport order and shall be liable for the accuracy of this information in accordance with Section 414 HGB, including in cases where no consignment note is issued.
- 2.2 The customer shall also state in the transport order the time at which handover of the wagons to DB Cargo will be possible (wagon release time/WRT). DB Cargo will determine and inform the customer of the latest possible WRT for achieving a specific departure time.
- 2.3 Unless otherwise agreed, transport orders should only be sent to Customer Service at DB Cargo. Transport orders must arrive at Customer Service at least one hour before the WRT. Unless otherwise agreed, the WRT shall normally be one hour before departure of the service run.
Notwithstanding the above, the following paragraph applies from **01.07.2016**:
Customers must book services (for transports with start in Germany) that are not part of the agreed transport programmes 11 days prior to the WRT using the electronic booking system of DB Cargo. Bookings must be placed by noon on the day prior to the WRT. Initially, it is not necessary to specify the wagon number and weight when placing a transport order using the two-stage booking process (preliminary order). This information must be added no later than one hour prior to the WRT. The booking period ends one hour prior to the planned WRT.
- 2.4 The transport order shall be deemed to have been accepted unless rejected by DB Cargo within a reasonable period of time. A written confirmation of order shall be issued only if this has been specifically agreed with the customer. An intermediate message shall not be regarded as order confirmation.
- 2.5 A consignment is understood to mean those goods dispatched under a single consignment note or transport order.
- 2.6 Unless otherwise agreed, the customer shall make out a consignment note in accordance with the template available at www.dbcargo.com/gtc.
The consignment note shall not be signed by DB Cargo; printed or stamped names or company details shall not be deemed as signatures.

3 Service provision by subcontractors

DB Cargo shall be entitled to use subcontractors to provide its services.

4 Wagons and load units (LUs) provided by DB Cargo

- 4.1 Wagons to be provided by DB Cargo shall be ordered from DB Cargo customer service no later than 10:00 am on the working day (Saturdays excluded) preceding the date on which the wagons are required. Wagons will be allotted based on availability. Orders should match the current capacity of the loading facilities.
- 4.2 The customer shall be responsible for correctly indicating the required number and type of wagons and LUs as well as the destination. The provision of wagons and LUs prior to signing of a contract of carriage is subject to the terms of Sections 412 (3), 415 and 417 HGB.
- 4.3 Unless otherwise agreed, DB Cargo shall be entitled, in accordance with the particular requirements in each case, to change the type of wagons and LUs to be supplied – particularly the wagon category, even when this stated in the transport order – provided that the customer’s interests are taken into account.
- 4.4 Prior to loading, the customer shall check the wagons and LUs supplied with regard to their suitability for the intended purpose of use and for visible defects, and shall notify DB Cargo immediately of any complaints.
- 4.5 The customer shall be liable for any damage to the wagons and the LUs caused by itself or by any third party it has appointed, including the consequential costs for any necessary time spent in a depot. Customers shall also be liable, irrespective of their involvement in the cause, for all damage to wagons and LUs from the time the wagons are supplied to the customer, a third party working on behalf of the customer, or the consignee until the acceptance of the wagons by DB Cargo. The customer shall not be liable if the damage results from a defect which was already existent on handover of the wagons and LUs. The customer shall immediately report any damage or accident to DB Cargo Customer Service.
- 4.6 The customer shall be responsible for ensuring that unloaded wagons and LUs are returned by the specified date and time to the agreed handover point or terminal in adequate condition for re-use; that is, fully emptied, properly disinfected and/or cleaned and complete with all unattached components. In the event of failure to comply with the above, DB Cargo shall impose a charge for the expense incurred as set out in the DB Cargo AG “Prices and Services”.
Any further claims for damages shall remain unaffected thereby.
- 4.7 DB Cargo must be informed as soon as possible if wagons provided by DB Cargo are not returned within the agreed loading and unloading times. This applies to both early and late returns.
- 4.8 The customer shall use the wagons and LUs supplied by DB Cargo only for the purpose set out in the contract.

5 Wagons provided by the customer

- 5.1 The customer shall ensure that the wagons it provides are maintained by a certified entity (ECM). DB Cargo shall otherwise be entitled to refuse acceptance of the wagons.
- 5.2 The customer shall ensure that it only provides DB Cargo with wagons whose keepers have joined the GCU or that it places DB Cargo in the same position as if these wagons’ keepers had joined the General Contract of Use for wagons (GCU). The currently valid version of the GCU can be found online at www.gcubureau.org.
- 5.3 Subject to the agreement, a wagon may be conveyed either for carriage as goods (contract for carriage of goods) or as a means of transport (contract of use for wagons).

6 Loading regulations

- 6.1 Loading and unloading practices shall conform to the DB Cargo AG loading guidelines.

DB Cargo shall be entitled to inspect wagons and LUs to ensure that they have been safely loaded.

- 6.2 If the customer fails to fulfil its obligation under 6.1 above, or if there is a substantial deviation between the agreed cargo and the actual cargo loaded, or if the permissible gross weight is exceeded, or if carriage is impeded or safe performance is threatened as a result of the type of cargo or method of loading, or if there has been a violation of legal provisions, DB Cargo shall, when such a situation becomes apparent, request that the customer provide remedy within a reasonable period of time. If no remedy is provided by the deadline set, DB Cargo shall also be entitled to assert its rights in accordance with Section 415 (3) sentence 1 HGB.
- 6.3 The customer shall, at its own expense and without delay, remove any waste created during the loading and unloading process from the loading point, including all access routes to it.

7 Presumed loss

In accordance with in Section 424 HGB, presumed loss shall take effect 30 days after the delivery deadline has expired.

8 Dangerous goods

- 8.1 The customer shall comply with the applicable regulations governing the carriage of dangerous goods by rail.
- 8.2 DB Cargo shall accept and deliver dangerous goods only where the safety and custody obligations through to collection or from the point of supply onwards – and in the case of goods with classifications 1, 2 and 7 additionally the physical handover/acceptance of the goods – have been agreed in writing with the consignor/consignee.
- 8.3 DB Cargo does not store dangerous goods or stable loaded wagons containing dangerous goods in transit.
- 8.4 The stabling of uncleaned empty tank wagons for a period of more than one month requires special written agreement. DB Cargo does not stable uncleaned empty or nondegassed pressure gas tank wagons for longer than one month.

9 Remuneration, Invoicing, Prohibition of offsetting

- 9.1 Freight payments shall normally be made by way of the freight settlement procedure. Other payment methods require specific agreement. In such cases, payments shall be due immediately on receipt of invoice, without deduction. If payment has not been made within ten days of the due date, the customer shall be deemed to be in default, irrespective of whether a specific reminder has been sent. DB Cargo may require the customer to make a payment in advance or to provide security.
- 9.2 DB Cargo's claims may not be offset or payment thereof withheld in respect of counterclaims, unless the counter-claim is undisputed or has been established by a final judgement in a court of law.

10 Customs and other administrative regulations

DB Cargo or its authorised representatives shall ensure compliance with customs and other administrative regulations while the goods are in transit. For these services, and for delays for which DB Cargo is not responsible arising from the performance of such services, DB Cargo shall charge a fee as set out in the "Prices and Services of DB Cargo AG".

11 Special conditions for intermodal transport

- 11.1 Intermodal transport within the meaning of these provisions is the carriage of loaded or empty load units (LUs).
- 11.2 LUs are defined here as:
- Large containers (inland freight containers for transport on the European mainland and containers for overseas shipment that have been standardised by the International Organization for Standardization (ISO)),
 - Swap-bodies (i.e. superstructures interchangeable in operations) standardised by the European Committee for Standardization (CEN),

– Semi-trailers, truck-trailer combinations and semi-trailer vehicles (the latter two using the "Rolling Road") within the meaning of the German Road Traffic Licensing Regulations (StVZO).

- 11.3 Swap bodies, semi-trailers, truck-trailer combinations and semi-trailer vehicles (loaded or empty) will only be accepted for forwarding if they are codified.
- 11.4 The customer is responsible for ensuring that the fastening mechanisms on loaded LUs are secured using means of securement (such as seals).
- 11.5 A consignment is understood to mean the LUs dispatched under a single container consignment note.
- 11.6 Unless otherwise agreed, the customer shall make out a container consignment note in accordance with the template available at www.dbcargo.com/gtc.
- 11.7 Large containers with a height of more than 2,603 mm (8', 6") for rail transport, or more than 4 m for road transport (according to StVZO), can only be transported subject to the agreement of special conditions of carriage with DB Cargo.
- 11.8 The NHM position/code will depend on the type of goods loaded in the LUs or, for empty LUs, on the NHM position/code of the empty LUs.
- 11.9 LUs must conform to the applicable legal requirements and technical provisions (e.g. valid Safety Approval).
- 11.10 LUs delivered by the customer must be operationally safe and suitable for the goods being carried.
- 11.11 DB Cargo parks LUs in the open.

12 Liability

- 12.1 Unless otherwise agreed in the following, DB Cargo shall be liable pursuant to legal provisions.
- 12.2 **Notwithstanding the legally prescribed amount, DB Cargo's liability per claim is limited to an amount of one million euros or two units of account per kilogramme, whichever is the greater. This shall not apply to cases described in Section 435 HGB.**
- 12.3 Where the customer has requested stabling or storage, DB Cargo's maximum liability shall be as follows:
- loss and damage: 5 euros for every kilogram of the consignment's gross weight
 - maximum 5,000 euros per claim for damages to goods and other damages excluding persons and third-party goods. In other cases, 12.2 above shall apply.
- 12.4 Furthermore, no claims shall be admissible for damages beyond those set out in these General Terms and Conditions, of whatever kind, against DB Cargo, its employees or agents, except for claims that arise from intent or gross negligence or where DB Cargo is liable on the basis of compelling legal provisions. This shall not apply in the case of failure to meet obligations fundamental to performance of the contract. In such cases, claims for damages shall be limited to the foreseeable typical damage incurred.
- 12.5 The customer shall indemnify DB Cargo against all third-party claims within the scope of its liability.
- 12.6 The customer shall provide DB Cargo with the opportunity to inspect the damage.

13 Transfer of rights and obligations

DB Cargo shall be entitled to transfer its contractual rights and obligations to group companies within the meaning of Section 15 of the German Stock Corporation Act (AktG) without the need for special approval from the customer.

14 Place of jurisdiction, Applicable law

- 14.1 The law of the Federal Republic of Germany shall apply to the exclusion of German private international law.
- 14.2 The place of jurisdiction for disputes shall be Mainz, or, at the request of DB Cargo, the domicile of the customer.

2 Conditions for Block Train Products

2.1 Conditions for Block Train Products in Wagonload Transport

1 Definition, Scope, Products

- 1.1 A block train is a permanently coupled train conveyed as a single consignment on the route from a point of departure and consignor to a destination and consignee. DB Cargo may transport consignments together with other consignments unless agreed otherwise.
- 1.2 These “Conditions for Block Train Products in Wagonload Transport” apply to transport operations using block trains in wagonload transport within Germany in the form of **DBplantrain**, **DBvariotrain** and **DBflextrain**.
- 1.3 Transport operations in the form of **DBplantrain**, **DBvariotrain** or **DBflextrain** by way of a weekly or monthly programme are based on the conclusion of a special service contract (“Agreement on Block Train Products”), which in particular contains the agreed routes and the order codes for the individual transport orders. In the case of plantrains or variotrails, any new traffic services or permanent amendments shall be agreed no later than eight weeks before the end of the month prior to the initial traffic day.
- 1.4 **DBplantrains** are regularly operating block trains, which the customer orders with binding force for the term of the “Agreement on Block Train Products”. **DBvariotrains** are block trains whose traffic days and planned handover times are specified with binding force for the term of the “Agreement on Block Train Products”. They can also be ordered if and when required. **DBflextrains** are block trains that can be ordered flexibly by the customer as specified under 2.4 to 2.6. The feasibility and possible departure and arrival times depend to a large degree on the availability of resources.
- 1.5 The individual products involve minimum quantities for specific transport routes. Details are specified in the “Agreement on Block Train Products”.
- 1.6 Unless otherwise agreed, block trains do not operate on Sundays and public holidays.

2 Order procedures

- 2.1 **DBplantrains** are ordered by entering into the “Agreement on Block Train Products” with binding force for the entire term of the “Agreement on Block Train Products”.
- 2.2 Orders for **DBflextrain** or **DBvariotrain** as part of the monthly programme must be placed in writing no later than the 20th day of the previous month, but at least six working days (excluding Saturdays) before the first day of the month for which the programme applies. Subsections 2.4 to 2.6 apply to orders for **DBflextrains**.
- 2.3 Orders for **DBvariotrains** as part of the weekly programme must be placed in writing by 12 noon on the Wednesday of the week preceding the traffic day. Orders placed after 12 noon on the Wednesday of the week preceding the traffic day shall be treated as **DBflextrains** in accordance with subsections 2.4 and 2.5.
- 2.4 Unless otherwise agreed, orders for **DBflextrain** must be made in writing to the customer service of DB Cargo on business days between 6 am and 5 pm. On placing the order, the customer submits an offer to conclude an agreement, which shall be deemed to have been accepted by DB Cargo unless contradicted by DB Cargo within 24 hours for national services and 72 hours for international services. For orders received after 5 pm, the response period starts at 6 am on the following day. This period shall not include Saturdays, Sundays or public holidays.
- 2.5 If the desired departure time is within the next 24 hours following placement of the order, the customer’s order shall only give rise to an agreement if explicitly confirmed by DB Cargo.

- 2.6 When placing the order, the customer shall also state the time at which handover of the wagons to DB Cargo will be possible (wagon release time).
- 2.7 Orders for **DBflextrains** placed less than 24 hours before the scheduled departure of the train shall be subject to the surcharge in accordance with the provisions set out in the latest valid version of the “Prices and Services of DB Cargo AG”.

3 Cancellation

- 3.1 **DBplantrains**, **DBvariotrains** and **DBflextrains** may be cancelled free of charge up to 12 noon on the Wednesday of the week preceding the traffic day. If the cancellation is requested after this time, a cancellation fee will be charged in accordance with the latest valid version of the “Prices and Services of DB Cargo AG”.
- 3.2 The cancellation request must state the order code and agreement number and shall be addressed to the responsible team at DB Cargo Customer Service.
- 3.3 If a **DBplantrain** or **DBvariotrain** is reactivated following cancellation, it shall be treated and invoiced as a **DBflextrain**.

4 Transport order

The agreed order code and the train number provided by DB Cargo must be stated in the transport order. DB Cargo may refuse to accept a transport order for a block train product that does not contain details of the order code.

2.2 Conditions for Block Train Products in Intermodal Transport

1 Definition, Scope, Products

- 1.1 A block train is a permanently coupled train conveyed as a single consignment on the route from a point of departure and consignor to a destination and consignee. DB Cargo may transport consignments together with other consignments unless agreed otherwise.
- 1.2 A regular train is a block train that is included in the regular timetable.
- 1.3 A special train is a block train that is not included in the regular timetable. The feasibility and possible departure and arrival times depend to a large degree on the availability of resources.

2 Order procedures

Customers must order special trains from DB Cargo no later than 48 hours before the desired departure time. Any additional costs due in connection with an order will be charged separately. Details shall be specified in the contract.

3 Cancellation

The contractually agreed rules on cancellation shall apply.

3 Provisions for International Carriage by Rail

3.1 General Terms and Conditions of DB Cargo AG for International Carriage by Rail

1 Scope, Basis of contract

- 1.1 For contracts of carriage with DB Cargo for international freight traffic by rail, the following provisions and the “International Convention concerning the Carriage of Goods by Rail (CIM)” as well as the “General Terms and Conditions of Carriage for International Freight Traffic by Rail – GTC-CIM” shall apply, insofar as binding law does not inhibit this.
- 1.2 The relevant international tariffs in the directory of country connections shall be applied within its scope of validity.
- 1.3 Insofar as the terms and conditions stated in subsections 1.1 to 1.3 do not contain any relevant provisions or refer to the provisions or terms of the carrier, the applicable terms of business/tariffs/lists of charges shall be the domestic terms, tariffs and charges of the carrier responsible for the given section of the route according to the contract of carriage.

2 Transport order, Right of disposal

- 2.1 DB Cargo shall prepare the CIM consignment note or the CUV wagon note on behalf of the customer for consignments with points of acceptance in Germany. The basis for this will be a transport order to be issued by the customer. The transport order shall contain the information required for the CIM consignment note or CUV wagon note. Unless otherwise agreed, the transport order shall be issued in writing to DB Cargo Customer Service such that it is received no later than one hour prior to the wagon release time.
- 2.2 Appendix 2 of the “CIM Consignment Note Manual (GLV-CIM)” shall apply to the completion of the transport order/CIM consignment note and Appendix 1 of the “CUV Wagon Note Manual (GLW-CUV)” to the completion of the transport order/ CUV wagon note.
- 2.3 If, by agreement, the customer itself completes the CIM consignment note or CUV wagon note, the five-part form in accordance with Appendix 4 of the “CIM Consignment Note Manual (GLV-CIM)” or Appendix 3a of the “CUV Wagon Note Manual (GLW-CUV)” shall be used.
- 2.4 The following shall apply to the CIM contract of carriage: “Consignor alone authorised to take control of the goods until the consignment has left the forwarding country in accordance with field 16 or field 56 of the CIM consignment note”. The forwarding country in this meaning refers to the country where carriage begins according to the CIM consignment note. The consignor must provide written instructions in the CIM consignment note specifying any deviations from the above with regard to the right of disposal.
- 2.5 For points of acceptance outside Germany, the CIM consignment note or CUV wagon note shall be created, completed and handed over in accordance with the terms and conditions of the first carrier in each case.

3 Empty uncleaned means of containment

- 3.1 For the return of empty uncleaned means of containment as defined by the RID, particularly including tank wagons and tank containers that hold residues of hazardous goods and are not handed over together with the transport order/CIM consignment note or transport order/ CUV wagon note, the consignee of the loaded run shall provide the carrier with a written declaration pursuant to point 15 of the GLV-CIM for each means of containment.
- 3.2 DB Cargo shall make the declaration in accordance with 3.1 above on behalf of the consignee if the preceding run under load ended in Germany. The consignee shall provide DB Cargo with the following information:
 - Consignor (= consignee of the loaded run)
 - Wagon number or designation of the means of containment
 - The information in accordance with the RID concerning the empty uncleaned means of containment.

4 Language

- 4.1 Information in the transport order or entries by the consignor in the CIM consignment note or CUV wagon note, subsequent orders and instructions, memos or complaints to DB Cargo shall be written in German or accompanied by a German translation.
- 4.2 Subsequent orders and instructions in the event of obstacles to delivery or carriage shall also be accompanied by a translation into one of the official languages of the particular carrier who is to execute the order or instructions.

5 Cash on delivery, Declarations of value, Interest in delivery

Specification of cash on delivery, declaration of the value of the goods (Article 34 CIM) and specification of the interest in the delivery (Article 35 CIM) are not permitted in the transport order/CIM consignment note.

6 Loading guidelines

The loading guidelines of the carrier, in particular the UIC loading guidelines, shall apply. These regulations have been incorporated into the “DB Cargo AG Loading Guidelines” (see www.dbcargo.com).

7 Agreement on transit period

- 7.1 If the transit period would have ended at a time outside the service hours of the destination station for the delivery point, the transit period shall end with the agreed service or with the next service for the delivery point.
- 7.2 Timetables and transport plans provided to the customer do not constitute agreements on the transit period.

3 Provisions for International Carriage by Rail

3.2 General Conditions of Carriage for International Freight Traffic by Rail (GTC-CIM)

1 Definitions

For the purposes of these General Terms and Conditions of Carriage (GTC-CIM) the term:

- a) »CIM« means the Uniform Rules concerning the Contract of International Carriage of Goods by Rail, Appendix B to the Convention concerning International Carriage by Rail (COTIF 1999),
- b) »carrier« means the contractual carrier or the successive – carrier,
- c) »substitute carrier« means a carrier who has not concluded the contract of carriage with the consignor but to whom the carrier defined under b) has entrusted the performance of the carriage by rail in whole or in part,
- d) »customer« means the consignor and/or the consignee shown on the consignment note,
- e) »customer agreement« means the contract concluded between the customer or third party and the carrier in respect of one or more consignments subject to the CIM Uniform Rules,
- f) »CIT« means the International Rail Transport Committee, an association with legal personality constituted under Swiss law and with its headquarters in Bern. The CIT's principal objectives are the implementation and consistent application of the law on international carriage by rail governed by the COTIF,
- g) »CIM Consignment Note Manual (GLV-CIM)« means the CIT publication containing the instructions for the use of the CIM consignment note. It is also available on the internet at www.cit-rail.org.
- h) »combined transport« means intermodal transport of intermodal transport units when the major part of the journey is made by rail, inland waterway or sea, but the initial and/or final journeys are made by another mode of transport.

2 Scope

- 2.1 The GTC-CIM shall govern the legal relationship between the carrier and customer for consignments subject to the CIM Uniform Rules. They shall likewise apply where the scope in Article 1 of the CIM has been extended and in every case where the parties to the contract so agree.
- 2.2 Conclusion of the contract of carriage shall be deemed to incorporate the GTC-CIM.
- 2.3 Other agreements between the contractual parties shall prevail over the GTC-CIM where they differ from it.
- 2.4 The customer's general terms and conditions shall only apply if the parties to the contract expressly agree to apply them.

3 Performance of the carriage

- 3.1 The carrier may entrust performance of the carriage in whole or in part to one or more substitute carriers. The carrier need only provide details of the substitute carrier before carriage if specifically requested to do so by the customer.
- 3.2 Performance of the contract of carriage may be suspended in whole or in part if traffic restrictions come into force. These traffic restrictions shall be brought to the notice of the affected customer in an appropriate written form without delay.

4 Consignment note

- 4.1 Unless agreed otherwise, the completion of the consignment note shall be the responsibility of the consignor.
- 4.2 The GLV-CIM contains information on the use of the consignment note.
- 4.3 In accordance with CIM Article 6 §9, the consignment note may be created as an electronic record. The parties to the contract shall determine details for the use of an electronic consignment note in a special agreement. Printouts complying with the provisions of the GLV-CIM shall be acknowledged by the parties to the contract as having the same validity as paper consignment notes.

5 Supply of wagons by the carrier

- 5.1 When the customer orders the provision of wagons, intermodal transport units and loading tackle, it shall be liable for the accuracy and completeness of the information it provides, and particularly for the consistency of the order with the carriage desired.
- 5.2 The carrier shall provide the wagons, intermodal transport units and appropriate loading tackle within the scope of the contractual provisions and available capacity. The equipment provided shall be in a technical condition and state of cleanliness to permit its intended use. The customer must check the equipment provided for obvious defects and shall inform the carrier without delay of any such defects identified.
- 5.3 The customer shall only use the equipment provided for the consignments intended.
- 5.4 The customer shall be liable for all loss and damage to the equipment provided where this has been caused by the customer or a third party appointed by the customer.

6 Loading and unloading

- 6.1 Unless agreed otherwise, the consignor shall be responsible for loading and the consignee for unloading.
- 6.2 Unless agreed otherwise, the customers' obligations in combined transport set out in 6.1 above shall also include loading intermodal transport units onto wagons and unloading them from wagons.
- 6.3 Subject to mandatory statutory provisions and unless otherwise agreed, the provisions of the carrier shall apply to the choice of wagon type, the loading and unloading of the goods and the return of the wagon or intermodal transport unit. In particular, the customer shall be obliged to return the wagons and intermodal transport units provided to it in an appropriate state of cleanliness.
- 6.4 The consignor shall seal covered wagons where this is stipulated by national law or agreed with the carrier. The consignor shall seal large containers, swap bodies, semi-trailers and other closed intermodal transport units that are used for combined transport and presented loaded for carriage. The carrier and consignor may agree that sealing is not required for specific transports.
- 6.5 Unless otherwise agreed, the provisions of the carrier regarding time periods for loading and unloading shall apply.
- 6.6 Where loading and unloading points or access routes are left in dirty condition by the customer, it shall clean them immediately at its own expense.

3 Provisions for International Carriage by Rail

7 Packaging

Where the nature or condition of the goods necessitates packaging, the consignor must pack the goods in such a way that they are protected from total or partial loss and from damage during carriage, and such that they cannot cause personal injury or damage to transport equipment or other goods. In addition, the packaging must comply with any special packaging regulations of the carrier.

8 Charges

- 8.1 The charges payable by the customer comprise:
- freight rates, i.e. all charges for, or closely linked to, the provision of carriage between the acceptance and delivery point;
 - ancillary charges, i.e. the charges for additional services provided by the carrier;
 - customs duties, i.e. customs duties, taxes and other sums raised by customs and other administrative authorities;
 - other charges, raised by the carrier and supported by appropriate documentation. A list of the main charges and their codes can be found in the GLV-CIM.
- 8.2 Unless otherwise agreed, the price lists, tariffs and conditions of the carrier who performs the service under the contract of carriage shall apply to the calculation of charges.
- 8.3 An endorsement in the consignment note in accordance with the GLV-CIM shall indicate who is responsible for which charges. The customer agreement may specify that these endorsements are to be used exclusively or may provide for the use of other endorsements. The carrier may require the customer to pay charges in advance or to provide other guarantees.
- 8.4 When the calculation of charges involves currency conversion, the rate to be used shall be that which is applicable on:
- the day the goods are accepted for those charges to be paid by the consignor.
 - the day the goods are made available for those charges to be paid by the consignee.

9 Transit periods

- 9.1 Where the transit period has been agreed between the consignor and carrier, the additional transit periods in 9.2 below shall not apply.
- 9.2 For consignments to be carried
- by lines with a different track gauge,
 - by sea or inland waterway,
 - by road, if there is no rail link, the additional transit periods in accordance with CIM Article 16 shall be determined using the applicable and duly published provisions of the location in question.
- 9.3 Where exceptional circumstances cause an unusual increase in traffic or unusual operating difficulties, the additional transit periods shall be determined by notices duly published by the carrier or its competent authority.

10 Subsequent orders and instructions

- 10.1 Subsequent orders given by the consignor to amend the contract of carriage shall only be permitted if the consignor has endorsed the consignment »consignee not authorised to take control of the goods«.
- Other endorsements may be specially agreed, for instance in the customer agreement.
- 10.2 The customer's subsequent orders (CIM Articles 18 and 19) and instructions for circumstances preventing carriage or delivery (CIM Articles 20, 21 and 22) must be prepared in accordance with the GLV-CIM and sent in an appropriate written form (letter, fax, e-mail, etc.). The customer must attach the duplicate of the consignment note to any subsequent orders or instructions. In the case of circumstances preventing carriage, the duplicate of the consignment note need only be supplied if the customer amends the consignee or place of delivery.
- 10.3 To save time, the customer may inform the carrier and substitute carrier simultaneously.
- 10.4 Where the amendment of a contract of carriage would have the effect of ending carriage within a customs territory (e.g. within the European Union) for a consignment which should have ended outside that customs territory, or vice versa, the amendment may only be implemented with the prior agreement of the customs office of departure.

11 Acceptance and delivery

- 11.1 The agreements made between the consignor and the carrier who accepts the goods for carriage under the contract of carriage shall determine the acceptance of the goods for carriage and the servicing of the terminal or loading point, or of the private siding at the forwarding point. By default, acceptance shall take place in accordance with the provisions in force at the forwarding point.
- 11.2 The agreements concluded between the consignee and the carrier who delivers the goods under the contract of carriage shall determine delivery of the goods and the servicing of the terminal or unloading point, or of the private siding at the destination point. By default delivery shall take place in accordance with the provisions in force at the destination point.

12 Claims

Grounds for claims must be given (CIM Article 43). All documents required to substantiate the claim, and in particular the value of the goods, are to be attached.

13 Disputes

In case of dispute, the parties to the contract shall strive to find an amicable solution. To this end, they may agree a conciliation, mediation or arbitration process, in particular that provided for in Title V of the COTIF.

14 Confidentiality

Irrespective of whether a contract was subsequently concluded, any party which has received information on a confidential basis from the other party during the course of negotiations shall be obligated to neither divulge it nor use it for purposes other than those for which it was provided.

4 Provisions for Freight Wagons of Other Keepers

1 Period for carriage

The period of carriage for empty wagons as a means of transport shall comprise the relevant transit period for carriage of goods plus an additional 48 hours.

2 Compensation for loss of use

The following provisions shall apply with regard to compensation for loss of use, which deviate from Appendix 6 of the GCU:

- 2.1 Any claim for flat-rate compensation for loss of use shall preclude a compensation claim for loss of use based on individual written proof, and vice versa.
- 2.2 Flat-rate compensation for loss of use shall be payable for the period beginning on the third day after the period for carriage was exceeded and ending on the actual date of delivery.
- 2.3 Irrespective of whether the claim pertains to a loaded or empty wagon, compensation for loss of use shall be limited as follows: for domestic use of wagons to three times the carriage charge for empty wagons normally paid for the carriage as provided by DB Cargo, and for international use of wagons to four times this carriage charge.
- 2.4 The right to claim compensation from DB Cargo for loss of use shall expire in accordance with Section 438 (3) of the German Commercial Code (HGB) and CIM Article 47 § 2c if the entitled party does not assert its claim within a 21-day period in the case of domestic use of wagons, or within a 60-day period in the case of international use of wagons. These periods shall each commence upon the delivery of the wagon to the consignee.
- 2.5 The amount the keeper has received for the use of the wagon during the period of delay shall be deducted from any compensation for loss of use.
- 2.6 The limitations set out in 2.3 and 2.4 above shall not apply to any compensation for loss of use based on individual written proof where damage has been caused by an act or omission on the part of DB Cargo with the intent to cause such loss or damage, or recklessly and in the knowledge that such loss or damage was likely to result.
- 2.7 In the event of loss of use caused by damage to the wagon or its parts pursuant to Article 23.2 of the GCU, clause 2.1 above shall apply accordingly. The obligation to pay flat-rate compensation for loss of use shall commence on the third day following the day on which the wagon is withdrawn from service.
- 2.8 Flat-rate compensation for loss of use shall be limited to a maximum amount of EUR 1,000 (one thousand euros).

5 Provisions for Storage and Other Services Rendered for Combined Transports (Storage Conditions for Intermodal Transport)

1 Scope, Supplementary Conditions, Principles

- 1.1 DB Cargo provides storage and other services by arrangement at transshipment stations (Ubf) and Service Centres (SC) in accordance with the following conditions. In order to use these services, the customer must purchase a corresponding rail transport service from DB Cargo that includes transshipment. The Ubfs and SCs currently offered, and their terms, are set out in the latest price list (available from our sales personnel on request).
- 1.2 The customer shall be liable for any damage incurred by DB Cargo and third parties as a result of the improper condition of load units (LUs) or cargo. The same applies to any damage attributable to the failure to inform DB Cargo by means of a special notice, accompanying documents or markings on LUs of any hazards relating to LUs containing certain goods (e.g. dangerous goods) or to empty uncleaned LUs in which such goods have been carried.
- 1.3 The customer shall issue requests for storage of LUs and provision of stored LUs in writing or by fax to the Ubf or SC providing the storage service. Where so agreed, orders are to be addressed to DB Cargo Customer Service.
- 1.4 DB Cargo shall not be obliged to surrender an LU where no proof of collection authorisation is furnished.

2 Storage of LUs

- 2.1 The customer shall indicate in the storage order whether the empty LU is to be stored at the Ubf or as a depot container at the SC subject to section 3 below. Where no specific instructions are given, incoming empty LUs will be stored at the Ubf. Transfer to the SC shall always be at the expense of the customer. No short-notice numeric access to empty LUs is possible at the Ubf. Storage of loaded LUs is only permitted if the LUs are transported by rail immediately prior to or after storage, and only in the Ubf. LUs to be forwarded by rail can only be stored by special arrangement.
- 2.2 LUs arriving by rail may only be stored up until the time of delivery agreed with the customer or the agreed time of collection by the consignee, as applicable. If the delivery time specified by the consignor is not accepted by the consignee, or if collection does not take place at the time agreed, this shall be deemed to constitute an obstacle to delivery.
- 2.3 LUs containing dangerous goods and empty uncleaned LUs that have contained hazardous goods may not be supplied prior to the dispatch date.
- 2.4 The customer must take receipt of the LUs described in 2.3 above on the arrival date or give instructions for their immediate onward carriage on the date of arrival.
- 2.5 If receipt is not taken of such LUs in good time or onward carriage instructed in accordance with 2.3 and 2.4 above, Section 410 (2) of the German Commercial Code (HGB) shall apply accordingly.
- 2.6 The storage of LUs on legs is to be agreed separately.

3 Storage and other services at Service Centres

- 3.1 Only empty LUs are stored at SCs. Uncleaned empty LUs that have contained dangerous goods are excluded from this service. Any order for storage at the SC is deemed to constitute stock-holding instructions. The customer therefore expressly authorises the holding of its stock by the operator of the SC (Section 472 (2) HGB).
- 3.2 The following services included in the handling charge under section 2 of the price list are provided in the context of storage:
 - a) inspection of LUs entering and leaving in accordance with section 3.3
 - b) reporting of LUs entering and leaving the facility
 - c) reporting of heavily soiled and damaged LUs
 - d) LUs swept clean.

- 3.3 LUs are inspected to establish whether they can be loaded. This includes:
 - a) an external examination that entails checking the sides and ends of LUs for leaks, establishing the functioning of and any damage to door fastenings and hinges, and checking the top and bottom corner fittings for damage. This external examination also includes checking tarpaulins fitted on open-top, tilt and open-side containers,
 - b) an internal examination that entails checking the LUs' sides, ends and roofs for leaks and their floors for damage rendering them ineligible for use,
 - c) removal of any loading residues.The services described under 3.3 a), 3.3 b) and 3.3 c) only relate to damage that can be seen with the naked eye. DB Cargo shall inform the client without delay if it should not be possible to remove loading residues when performing the services described under 3.3 c) and 3.2 d).
- 3.4 In the case of tank containers, tank swap bodies and tank semi-trailers, only the services described under 3.2 a) to 3.2 c) are performed, with the inspection under 3.2 a) being confined to an external examination.
- 3.5 Inspection reports will be issued for LUs entering and leaving.
- 3.6 Inspections may also be conducted at Ubfs by special agreement. The scope of work and fees involved shall be determined on a case-by-case basis.
- 3.7 In order to ensure smooth operations at the SC, customers may only issue instructions for LUs by type. Any general "first-in/first-out" or similar approach to the processing of LUs is expressly ruled out. Scheduling by number shall only take place in exceptional cases and by special arrangement.

4 Notifications of storage

- 4.1 DB Cargo shall inform the customer about the storage of loaded LUs before the charge-free period has elapsed.
- 4.2 DB Cargo shall notify the customer about the availability of empty, private LUs upon unloading of the LUs at the customer's premises or upon arrival of the empty LUs by road. No notification shall be made if an order to transport the empty LUs has already been placed.

5 Fees, Settlement

- 5.1 The fees for storage and handling are set out together with the relevant calculation principles in the latest price list. The stated prices are net prices and subject to the addition of statutory value added tax.
- 5.2 The prices and calculation principles in force when the service is provided shall apply. DB Cargo shall notify its customers of any changes 20 days before they take effect.
- 5.3 Accounts shall be settled by means of invoicing.
- 5.4 The customer shall submit any invoice queries within 6 months of receiving the relevant invoice.

Published by

DB Cargo AG
Marketing
Edmund-Rumpler-Strasse 3
60549 Frankfurt am Main, Germany

Customer Service
Tel.: +49 (0) 203 9851 9000

Applicable from: 1 January 2016