

General Terms and Conditions (GTC) of Rail Force One B.V. and Rail Force One Germany GmbH, version of 6 February 2026

The following General Terms and Conditions (GTC) of Rail Force One B.V. and Rail Force One Germany GmbH, Waalhaven Oostzijde 83K, 3087 BM Rotterdam, apply to all Services provided to its customers:

Article 1 Definitions

For the application of these General Terms and Conditions, the following terms are defined as follows:

- 1.1 **Sender:** the party with whom the Carrier has concluded a contract of carriage;
- 1.2 **GTC:** these General Terms and Conditions. In the case of transport under the COTIF-CIM, they apply as general terms and conditions of transport within the meaning of Article 3(c) of the CIM. In the case of transport under Title 8.18 of the Dutch Civil Code, these are general terms and conditions as referred to in that title;
- 1.3 **AVV/GCU:** the *Allgemeine Vertrag für die Verwendung von Güterwagen* (AVV)/General Contract of Use for Wagons (GCU) as a multilateral contract based on the international convention COTIF 1999 Annexe D of the CUV. These can be downloaded from <https://gclubureau.org/>;
- 1.4 **DCC:** the Dutch Civil Code (*Burgerlijk Wetboek*);
- 1.5 **CIM:** COTIF, Annexe B, The Uniform Rules concerning the Contract of International Carriage of Goods by Rail in the version of the Protocol of Amendment of 3 June 1999, or at least the version in force at the time of conclusion of the Contract of Carriage;
- 1.6 **COTIF:** Convention concerning International Carriage by Rail (COTIF) of 9 May 1980 in the version of the Protocol of Amendment of 3 June 1999;
- 1.7 **CUV:** COTIF, Annexe D, The Uniform Rules Concerning Contracts of Use of Vehicles in International Rail Traffic;
- 1.8 **Service(s):** carriage by rail of the Goods to the place of destination and delivery there to the Consignee in accordance with the specifications in the Contract of Carriage. The Service(s) may also include (interim) storage and other activities related to rail transport, provided that they are specified in the Contract of Carriage;
- 1.9 **ECM (entity in charge of maintenance):** an entity in charge of maintenance of railway vehicles within the meaning of Article 14 of Directive (EU) 2016/798 of the European Parliament and of the Council of 11 May 2016 regarding railway safety (Railway Safety Directive) and Articles 36 and 38 of the Dutch Railway Law (*Spoorwet*);
- 1.10 **Consignee:** the party who, under the Contract of Carriage, is entitled to receive the Goods;
- 1.11 **Combined Transport:** the (inter)national transport of Intermodal Transport Units where a predominant part of the transport takes place by railway and possibly by sea and/or

inland waterways, and pre or post-transport takes place in another way;

- 1.12 **Goods:** the goods that the Sender wishes to have transported by Rail Force One as part of the Services;
- 1.13 **Intermodal Transport Unit:** containers, swap bodies, semi-trailers or similar loading units used in Combined Transport or otherwise;
- 1.14 **Sub-Carrier:** a carrier who has not concluded the contract of carriage with the Sender, but to whom the Carrier has entrusted the performance of the transport by rail, in whole or in part;
- 1.15 **Receiver:** the party who effectively takes delivery of the Goods from the Carrier or Sub-Carrier. To the extent that the Receiver is not the Consignee, he will be deemed to be a person whose services the Consignee uses in the performance of the Contract of Carriage;
- 1.16 **Subsequent Carrier:** the subsequent carrier who performs a transport which is the subject of the Contract of Carriage and who, by taking over the goods with the waybill, becomes a party to the Contract of Carriage in accordance with the terms of the waybill and assumes the obligations arising from that.
- 1.17 **Rail Force One:** the Private Limited Company Rail Force One B.V., established at (3087 BM) Rotterdam (NL), Waalhaven Oostzijde 83K, registered with the Chamber of Commerce under number 66001145, and Rail Force One Germany GmbH, established at (47051) Duisburg (D), Zum Portsmouthplatz 26, registered with the Amtsgericht Duisburg, HRB 36601, VAT number: DE 317680037;
- 1.18 **Title 8.18 of the DCC:** The Agreement of goods transport by railway, as laid down in Title 8.18 of the Dutch Civil Code;
- 1.19 **Shipper:** the party named on the waybill as Sender; unless the Shipper is also the Sender, he is deemed to be a person whose services the Sender uses in the performance of the Contract of Carriage
- 1.20 **Carrier:** the contractual carrier (Rail Force One) with whom the Sender has concluded a Contract of Carriage, or a subsequent carrier liable under that contract;
- 1.21 **Contract of Carriage:** the contract of carriage of goods whereby the Carrier undertakes to the Sender to transport goods exclusively by rail and/or to provide other Services subject to these GTC. The singular refers to the plural and vice versa.

2. Scope of application, deviating and additional conditions

- 2.1 These GTC apply to the legal relationship between the Carrier and Sender who are subject to Dutch law or the CIM. The Carrier will provide all its Services under these GTC unless expressly agreed otherwise in writing with the Sender.
- 2.2 The Carrier does not accept the general terms and conditions of the Sender or the Consignee. These are therefore not applicable, even if the Sender or

Consignee states the applicability of their own general terms and conditions to communications addressed to the Carrier.

- 2.3 If the AVV/GCU applies between the carrier and the Sender, the provisions of these GTC that deviate from the AVV/GCU are regarded as another agreement within the meaning of Article 2.3 of the AVV/GCU. If the AVV/GCU is contractually incorporated into the legal relationship with the Sender, the provisions of these GTC will, in particular in the event of any conflict, take precedence over the provisions of the AVV/GCU.
- 2.4 These GTC and the other applicable terms and conditions referred to in this article can be viewed on the Rail Force One website (www.railforce.one/general-terms-and-conditions/).
- 2.5 The Sender guarantees the Carrier that it will comply with all ECM obligations arising from national and European railway regulations; this also applies to all rail vehicles made available by or through the Sender.

3. Instruction and scope of the services

- 3.1 Carrier provides Services on the basis of a Contract of Carriage to be concluded with the Sender (in writing or by email), usually on the basis of a quotation issued by Rail Force One.
- 3.2 The Carrier's quotations are without obligation. Instructions for the delivery of specific Services on that basis are recorded in a Contract of Carriage. Contracts of carriage enter into force when the Sender and Carrier have signed them or when the Sender has confirmed their effect to the Carrier in writing or by email, or when the Carrier has made a start, in a manner recognisable to the Sender, with the performance of the Services agreed on in the quotation or Contract of Carriage respectively.
- 3.3 The Carrier has the right to use subcontractors, including Sub-Carriers, for the provision of the Services.

4 Cancellation and time transgression protocol

- 4.1 If the Sender cancels Services provided by the Carrier, the Carrier may charge the Sender cancellation fees according to the following graduated scale:
- cancellation ≤ 24 hours before scheduled departure: 90% of the agreed transport price (freight)
 - cancellation > 24 hours and ≤ 48 hours: 85% of the transport price (freight)
 - cancellation > 48 hours and ≤ 72 hours: 60% of the transport price (freight)
 - cancellation > 72 hours: 35% of the transport price (freight).
- 4.2 If the Sender changes the transport dates, does not load or unload the Goods within the agreed loading or unloading time, does not make Intermodal Transport Units or equipment (including, where applicable, rail vehicles) available or does not make them available in time, this will be deemed to be a cancellation within the meaning of Article 4.1 of the GTC and the Carrier may refuse to perform the transport without this giving rise to any obligation to pay compensation on the part of the Carrier. In such cases, the Carrier may also charge the Sender costs in accordance with the graduated scale included in the first paragraph of this article. The same applies if it appears that rail vehicles do not comply with national and/or European ECM regulations.

- 4.3 If a delay occurs which results in the transport being carried out within 2 (two) hours of the agreed departure time, the Carrier may charge costs amounting to 10% of the agreed transport price or, at the Carrier's discretion, demonstrably incurred additional costs. If a delay results in the Carrier having to postpone the agreed departure time by between two and twelve hours, the Carrier may charge the resulting costs plus administration costs to the Sender. If a transport is delayed by more than 12 hours, this is considered a cancellation ≤ 24 hours before scheduled departure within the meaning of the first paragraph of this article.
- 4.4 Cancellation or time transgression charges charged to Sender as referred to in Article 4.1, 4.2 and/or Article 4.3 of the GTC do not affect the Sender's obligations to perform. In addition to these costs, the Carrier also has the right to claim compensation by virtue of the law.
- 4.5 In the case of cancellation, the Sender is not liable to pay any compensation if the cause of the cancellation can be demonstrably attributed entirely to the Carrier.
- 4.6 Notifications and statements regarding cancellation or delay of an agreed transport must be made in writing. For the purpose of this article, 'in writing' also includes an email, provided that receipt thereof has been confirmed by the Carrier.

5 Waybill, transport order

- 5.1 Unless otherwise agreed in the Contract of Carriage, the Sender is obliged to complete the waybill fully and correctly, and the waybill must in any case contain the legally prescribed information. In the case of cross-border transport, the Sender is obliged to complete the waybill fully and correctly in accordance with Article 6, paragraph 6 of the CIM, whereby the waybill must in any case contain the information referred to in Article 7 of the CIM. The Sender will ensure that this waybill contains at least the information referred to in Article 7 of the CIM and furthermore all information necessary for the timely and proper performance of the Services. In addition, each waybill complies with instructions provided by the Carrier.
- 5.2 In the event of any discrepancy between what is stated as agreed in the Contract of Carriage and what is shown on the waybill, the provisions of the Contract of Carriage will prevail. The Sender is liable for any discrepancies and any additional costs that this may entail.
- 5.3 If the Sender fails to provide a waybill, the Sender will be responsible for the accuracy and completeness of all information contained in the Contract of Carriage and will be liable for any damage arising from or in connection with the absence of a waybill.
- 5.4 In accordance with Article 8:1554 paragraph 7 of the DCC and Article 6 paragraph 9 of the DCC, the waybill may be drawn up in the form of an electronic recording of data that can be converted into legible punctuation marks.
- 5.5 Forwarding as referred to in Article 8:1576 of the DCC or Article 27 of the DCC must be expressly agreed on in the Contract of Carriage and must be stated on the waybill.
- 5.6 Indication on the waybill of
- (a) the value of the good within the meaning of Article 8:1582 of the DCC or in Article 34 CI4 of the CIM, and/or
 - (b) an interest in the delivery v Article 8:1583 of the DCC or Article 35 of the DCC is not permitted.

6 Rail vehicles and Intermodal Transport Units, AVV

- 6.1 When the Sender, the Consignee, the Receiver or the Shipper requires the Carrier to provide rail vehicles, the said party guarantees the correctness, accuracy and completeness of its information regarding the required rail vehicles and/or Intermodal Transport Units, in particular with regard to their suitability for the intended transport and the required quantity.
- 6.2 The obligation to provide rail vehicles and Intermodal Transport Units is regulated in the Contract of Carriage.
- 6.3 Prior to each use, including loading or empty deployment, the Sender or, on behalf of the Sender, the Consignee, the Receiver or Shipper will check the rail vehicles and/or Intermodal Transport Units for the aspects listed in Annexe 9 of the AVV/GCU, for ECM conformity, for other suitability for the intended purpose, for further technical adequacy and cleanliness, as well as for other possible operational defects and/or operational impediments.
- 6.4 The Sender, the Consignee, the Receiver or the Shipper will not use any rail vehicles or Intermodal Transport Units that do not meet ECM requirements or that are otherwise (or appear to be) unsuitable. The Sender or, on its behalf, the Consignee, the Receiver or the Shipper will immediately notify the Carrier of any defects in the rail vehicles.
- 6.5 The Sender will use the rail vehicles and Intermodal Transport Units made available solely for the purpose of the transport specified in the Contract of Carriage.
- 6.6 The Sender is responsible for ensuring that the rail vehicles and Intermodal Transport Units from which the Goods were unloaded are returned to the agreed transfer location or terminal within the agreed timeframe, in a ready-for-use condition, i.e. completely empty/unloaded, disinfected or cleaned in accordance with regulations and complete with any loose parts. If the Sender does not comply with this obligation, the Carrier may charge the Sender for the costs and work incurred by the Carrier as a result. This does not affect the Carrier's right to claim compliance or compensation.
- 6.7 If the Carrier transports rail vehicles (whether or not as rolling stock on its own wheels, i.e. as cargo) made available by the Sender, the AVV/GCU applies in this respect between the Carrier and the Sender, each time in the current version. The Sender guarantees that these rail vehicles have an ECM and also meet all ECM maintenance and other requirements, such as correct certification. The Sender will be liable to the Carrier for all defects in the rail vehicles made available by him.
- 6.8 The Sender will be liable for all damage (loss, damage, consequential damage, indirect damage) to or with the railway vehicles and/or Intermodal Transport Units insofar as such damage is caused by him, the Consignee, the Receiver or Shipper or by third parties engaged by him, whether or not they are assistants, or if such damage occurred during the transport agreed on in the Contract of Carriage, including the installation of the equipment. All damage and accidents must be reported immediately to the Carrier's vehicle management.

7 Loading protocol, installation costs, sealing

- 7.1 The Sender is responsible for the safe and correct loading and unloading of the Intermodal Transport Units and the Goods. When loading and unloading, the Sender

will comply with applicable regulations, including safety protocols, applicable codes of practice and conduct and contractual requirements, as well as the UIC loading guidelines customary in international rail freight transport. The Sender ensures that all these actions are carried out on time so the Carrier can meet the schedule.

- 7.2 The Carrier will only visually inspect the rail vehicles and Intermodal Transport Units in order to determine whether it can properly perform its obligations under the Contract of Carriage. Therefore, during and after the performance of the Contract of Carriage, the Carrier will in no way be obliged to inspect the Goods, including, but not limited to, determining the number of items, the dimensions of the Goods, the external condition of the Goods, the condition of the Goods and the mass of the Goods.
- 7.3 Irrespective of the visual inspection referred to in Article 7.2, the Carrier will at all times have the right to inspect rail vehicles and Intermodal Transport Units. This right to inspect does not affect the Sender's liability towards the Carrier for the rail vehicles and the correct loading and unloading. Overloading or otherwise incorrect loading of rail vehicles is always at the expense and risk of the Sender.
- 7.4 On the Carrier's demand, the Sender will take appropriate corrective measures. This in any case applies, but not exclusively:
- If the Sender fails to fulfil its obligations under Article 7.1 of the GTC;
 - If there is a material deviation between the agreed Goods and the Goods actually loaded;
 - If the profiles permitted for the planned route are exceeded;
 - If the permissible total weight of the train and/or individual rail vehicle is exceeded; or
 - If the transport is impeded by the type of goods or the manner in which they were loaded.
 - If the Sender has not complied with this request within a reasonable time, the Carrier will be entitled not to perform the transport and will otherwise be entitled to waive its rights as set out in Article 4.2 of the GTC.
- 7.5 After use, the Sender will leave the loading and unloading areas and the access roads leading to them clean. The Sender will immediately clean up, at its own expense, any residues, waste, contamination, etc. arising during loading and unloading at the loading location and on the access roads, or the Sender will have this done on its behalf.
- 7.6 If the loading times are exceeded, the Carrier may charge the Sender for storage costs for the rail vehicles made available by the Carrier, as well as other costs and damage. Storage costs are the costs of leaving a railway vehicle stationary in a railway yard other than for the time required for and used for the immediate loading or unloading of goods.
- 7.7 The Sender will affix seals to closed railway vehicles to the extent required by law or treaty, or when agreed on between the Carrier and the Sender or the Consignee. The Sender must affix a seal to connected or yet to be connected Intermodal Transport Units which are offered for transport loaded. Insofar as permitted by law, this obligation may be waived for certain transports by means of a written agreement between the Carrier and the Sender.
- 7.8 Unless expressly agreed on in writing, the Carrier is not obliged to check the seal. If at any time the Carrier determines that the seal required to be affixed by the Sender is missing, the Carrier may refuse transport. The

resulting costs will be payable by the Sender. Articles 3.1 and 3.2 of the GTC will then come into effect.

- 7.9 Incorrect, broken or missing seals are at the expense and risk of the Sender. The Sender is at all times liable for any resulting damage. This liability is not affected by the provisions of Article 7.8 of the GTC.

8 Packaging

- 8.1 The Sender will pack the Goods to be transported, to the extent that the nature of the goods so requires, in such a way that they are protected against total or partial loss and against damage during transport and cannot cause injury to persons, means of production or other property. Furthermore, the packaging must comply with any special packaging requirements of the Carrier, of which the Carrier has notified the Sender in advance.

9 Delivery periods

- 9.1 The Carrier and Sender agree on delivery periods. Unless otherwise agreed, these periods, as well as transit times and estimated departure and arrival times, are purely indicative. These are communicated to the Sender for information purposes only and cannot be regarded as binding delivery or transit times for the Carrier within the meaning of Article 16, paragraph 1 of the CIM and Article 8:1564, paragraph 1 of the DCC respectively. If such a term is exceeded, the Carrier will not be liable for any costs, damage and losses incurred by the Sender as a result. If no delivery period has been agreed on, the periods stated in Article 16 of the CIM and Article 8:1564 of the DCC respectively apply. Timetables do not constitute agreed delivery periods; they are merely an indication of the duration of the transport. The Sender cannot derive any rights from this.
- 9.2 In exceptional circumstances resulting in an unusual increase in traffic or unusual difficulties for business operations, or in the case of loads destined for stations served only once a day or not daily, the Carrier may set a surcharge period for a specified period. The duration of the surcharge period will be that which the Carrier or the designated government body has communicated in the designated manner.
- 9.3 Unless otherwise agreed on between the Carrier and Sender, the delivery period will be suspended on Saturdays, Sundays and public holidays.

10 Transport of hazardous substances

- 10.1 The Sender will observe the applicable national and European statutory regulations regarding the transport of hazardous substances, as well as the conditions set by the Carrier in the quotation or in the Contract of Carriage, respectively. The Sender is obliged, at the first instruction of the Carrier, to take the measures required by the Carrier and to provide the requested cooperation. If additional costs arise from the transport of dangerous substances and/or objects, the associated costs will be borne by the Sender.
- 10.2 Hazardous substance will only be accepted and delivered by the Carrier if the transfer of safety and supervision obligations until the moment of collection or until the moment they are made available has been agreed on in writing with the Sender and Recipient. The Sender will notify the Carrier in good time before the

commencement of any Service of the presence of any and all hazardous goods or substances permitted under the UIC data specification and will provide the Carrier with accurate and correct identification of the dangerous goods or substances and will issue all documents, permits, licenses and certificates required for any official handling/transport by rail of such goods/substances.

- 10.3 The Sender will indemnify the Carrier, in respect of his share of liability, from all obligations towards third parties relating to the transport and storage, as well as the other handling of the hazardous substances and from the obligations and risks associated with the specific properties of the hazardous substances and the failure to comply with the Sender's duty of care. This indemnification obligation also includes any fines that may be imposed on the Carrier by regulatory and enforcement authorities.
- 10.4 The Carrier will not store hazardous substance, including by placing loaded Intermodal Transport Units or special rail vehicles on the relevant traffic route. If, in deviation from this, the Sender nevertheless wishes to have rail vehicles loaded with high-risk hazardous substances in accordance with paragraph 1.10 of the RID, drawn up by the Carrier, this is only possible if the Sender and Carrier have expressly agreed to this in writing in advance. The Carrier has the right to charge a fee of at least EUR 750.00 (seven hundred and fifty euros) per rail vehicle for the legally established 8-hour inspection of hazardous substances.

11 Refusal to perform or discontinuation of Services

- 11.1 In addition to what is provided elsewhere in these GTC regarding refusal, suspension or discontinuation of Services (including the performance of transport), the Carrier may, upon request, refuse, suspend or discontinue the provision of Services, stating the reasons, if:
- the Sender is in default of fulfilling the payment obligations under the Contract of Carriage or another agreement with Carrier;
 - the Sender does not comply with the conditions set by the Carrier for acceptance to provide the Services (with regard to, for example, payment, place of delivery, provision or mention of data, use of a waybill, packaging, contents, weight and dimensions);
 - the provision of the Services may pose a danger to persons or property beyond the normal risks associated with rail transport and without this being provided for in the Contract of Carriage; notwithstanding the provisions in this regard in Article 10 of the GTC, this applies in any case to the transport of goods that is subject to national or international laws and regulations regarding the transport of hazardous substance, unless specific agreements have been made in this regard in the Contract of Carriage;
 - it concerns Services (including transport services) that are prohibited by law or government regulation, or if the Carrier has indications that the Services concerned (including transport services) may be in conflict with law or government regulation;
 - the Sender refuses to follow instructions from the Carrier, for example, the instructions referred to in Article 10, paragraph 1 of the GTC.
 - the Carrier has any other valid reason for refusing, suspending or discontinuing the

Services, including natural disasters, wars or armed conflicts, (work) strikes, etc.

- 11.2 In the event of refusal or discontinuation of the Services, including the performance of transport, the Carrier will, to the extent possible, enable the Sender to regain possession of the goods offered for transport and of any documents submitted with them, thereby terminating the Contract of Carriage. In such a situation, the Carrier will in no way be liable to pay the Sender compensation. In such a case, the Carrier may claim payment of the fee due for the Services, if applicable, according to the graduated scale included in Article 4.1 of the GTC, without prejudice to the Carrier's right to reimbursement of (additional) costs incurred.

12 Fees

- 12.1 The costs to be reimbursed by the Sender or the Consignee to the Carrier include:

- a. the carriage price ('the freight'), i.e. all costs payable in respect of the transport service or a service related to the transport service between the place of receipt and the place of delivery as specified in the Contract of Carriage;
 - b. additional costs. These are the costs of additional services performed by the Carrier (whether or not in the capacity of Carrier or Sub-Carrier);
 - c. all amounts levied by customs or other government organisations or authorities;
 - d. costs settled by the Carrier with appropriate proof, such as, but not limited to, demurrage charges incurred before departure or after arrival;
 - e. costs related to infrastructure incidents, such as costs due to re-routing, closures and diversions;
 - f. any fines incurred in connection with the Sender's failure to comply with its statutory obligations, including but not limited to its loading obligations, certification and licensing obligations, and customs or other tax obligations.
- 12.2 Any costs incurred in connection with the use of the infrastructure, including its use at the station of departure or arrival, port costs and other additional costs, taxes and/or customs charges, will be invoiced separately. The same applies to additional Services and activities ordered by the Sender and agreed on by the Carrier in the Contract of Carriage, such as loading and unloading, intermediate storage, handling of the goods, etc.
- 12.3 If, after the conclusion of the Contract of Carriage, costs arise for the account of the Carrier in connection with the Services agreed on in the Contract of Carriage, for which the Carrier is not responsible and which are beyond the control of the Carrier, the Carrier will be entitled to invoice these costs additionally and itemised to the Sender, whereby an additional handling fee of 10% will be invoiced on top of these costs.

13 Invoicing and payment

- 13.1 The Carrier sends its invoices by email ('digitally') to Sender. The Sender will pay the Carrier's Invoices within 14 (fourteen) days of the invoice date. Failing this, the Sender will be in default by operation of law. If and as soon as default occurs, the Carrier may increase the amount due with the current statutory commercial

interest, or - if this is lower than 10% p.a. - with at least 10% p.a. default interest until the working day on which the entire amount has been paid.

- 13.2 If the Sender fails to fulfil one or more of its obligations, all reasonable costs incurred in obtaining satisfaction, whether in or out of court (even if these costs exceed the costs to be liquidated), including enforcement costs, will be borne by the Sender. If the Sender fails to pay these costs in time for more than thirty days, he will forfeit an immediately due and payable fine of 12% (twelve percent) of the amount due, with a minimum of €100.00 (one hundred euros). This fine will not affect the Sender's payment obligations towards the Carrier. In addition to these costs, the Carrier has the right to claim compensation by virtue of the law.
- 13.3 Any objections to the amount of the invoice do not suspend the obligation to pay. The Sender must notify the Carrier in writing of any objections to the amount of the invoice within 14 (fourteen) days of the invoice date. After this period has expired, the possibility of appealing any objections to the amount of the invoice expires. This means that the amount of the Carrier's invoice is legally established if the Carrier has pointed out this consequence in the invoice.
- 13.4 Unless otherwise agreed on, payment to the Carrier will be made in euros. In cases where currency conversion is required to calculate the transport price, the following conversion rate applies:
- a. which on the day of receipt of the goods for costs borne by the Sender;
 - b. which on the day of delivery of the goods for costs borne by the Consignee.

14 Advance payment, settlement, retention

- 14.1 The Carrier may require the Sender to make an advance payment or to provide other forms of security, such as a bank guarantee or a pledge.
- 14.2 The Sender will pay invoices without any discounts, deductions or settlement for any reason whatsoever. The Sender is not entitled to suspend his payment obligations. Offsetting by the Sender against counter-claims is excluded unless the counter-claims have been acknowledged or have been established by law. Insofar as permitted by law, any rights of retention of the Sender against the Carrier are excluded. The Sender may not refuse any other services to be provided by him unless this has been expressly permitted to him by law.
- 14.3 The Carrier may exercise the right of retention of title to any goods or documents held by it in connection with the Contract of Carriage for any amount owed or to become owed to it under the Contract of Carriage. The right of retention may also be exercised by subcontractors of the Carrier, such as its Sub-Carrier.
- 14.4 The Carrier may also exercise the right of retention against the Sender for any amounts still owed to it by the Sender in connection with previous contracts of carriage. The Carrier may also exercise the right of retention against the Consignee who has acceded to previous Contracts of Carriage in that capacity, for any amount still owed to it in connection with those contracts. This right of retention may also be exercised by subcontractors of the Carrier, such as its Sub-Carrier. The Sender hereby waives any rights of retention he may have unless this is contrary to mandatory law.

15 Customs and other administrative regulations

- 15.1 The customs documents required for transport and which must accompany the consignment will be drawn up by the Sender, his agent or the Consignee. When offering Goods for transport, these documents must be legally valid. In the event of a validity period, it must at least cover the duration of the rail transport, including arrival and departure operations. If transport is offered with (customs) documents that do not meet the stated period of validity or other statutory requirements, the Carrier may refuse or suspend this transport. In that case, all costs, damage, risks, etc. will be borne by the Sender. The option of refusal or suspension will not affect all obligations of the Sender or the Consignee respectively, including their liability towards the Carrier for damage due to inaccuracies.
- 15.2 In the event of customs or other government inspections prior to, during, or after the termination of the Services or rail transport, the Carrier will charge the costs incurred in facilitating the customs or other government inspection to the Sender or the Consignee, at the discretion of the Carrier. If inspection is to take place at a specific inspection location other than the rail freight locations agreed on between the Carrier and the Sender, the Sender or the Consignee must arrange and pay for the transfer to and from this location, as well as the facilitation of the inspection itself.
- 15.3 Transport of customs goods under the simplified customs procedure International rail transport and/or Transport of intra-Community goods within the European Union, but via the Swiss Confederation, at the *Bundesamt für Zoll und Grenzicherheit* (https://www.bazg.admin.ch/bazg/de/home/services/services-firmen/services-firmen_einfuhr-ausfuhr-durchfuhr/passar.html) can only take place if this has been agreed on in advance in writing with the Carrier.
- 15.4 The Sender will reimburse the Carrier for all amounts to be collected or subsequently collected by any government body, such as import duties, excise duties, VAT/sales tax, agricultural refunds, costs for official work and fees, which are related to rail transport and related customs procedures and declarations.
- 15.5 The Sender and/or the Consignee will be liable for any damage resulting from the failure, incompleteness or incorrectness of the formalities to be fulfilled and for any penalties, costs and claims for compensation arising from clearance and other customs obligations. Under no circumstances will the Carrier be liable for such penalties, costs and damage.

16 Special conditions for combined transport

- 16.1 The Carrier offers rail transport, not Combined Transport. In the event of Combined Transport, the Carrier will transport empty and loaded Intermodal Transport Units and, if and insofar as this has been expressly agreed on in advance in writing, the Carrier will provide additional services (such as completing the required transport documents).
- 16.2 The Sender is responsible for ensuring that the locking facilities for Intermodal Transport Units with cargo are secured with safety devices (e.g. seals).
- 16.3 The so-called *Nomenclature harmonisée des marchandises* positions/codes are determined for full Intermodal Transport Units by the loaded Goods, for empty Intermodal Transport Units by the NHM position/code of the empty loading unit.

- 16.4 Intermodal Transport Units comply with the latest statutory national and European regulations and technical provisions (e.g. according to DIN, EN; UIC brand sheets).
- 16.5 Intermodal Transport Units made available by the Sender to the Carrier must be operationally safe and suitable for the Goods in question. The Sender is liable for damage caused by unsuitable, damaged or unsafe Intermodal Transport Units. The Carrier is not obliged to check seals; missing or broken seals are at the Sender's expense and risk. Any discovery by the Carrier of defects in this regard will not affect the Sender's obligations and liability towards the Carrier for any damage resulting from such defect.
- 16.6 Rail vehicles and/or Intermodal Transport Units may be placed outside by the Carrier, including, where appropriate, on unattended railway infrastructure.

17 Liability

- 17.1 Unless otherwise provided in the Contract of Carriage or these GTC, the Carrier or Sub-Carrier will be liable in accordance with the provisions of the CIM or Title 8.18 of the DCC. Insofar as permitted by law, the Carrier's liability in this regard will be limited to the amount paid to the Carrier under the liability insurance policy for that situation, plus any applicable excess under the insurance policy. **For national transport within Germany, liability for loss or damage to goods is limited to 2 special drawing rights per kilogramme of gross weight of the goods.**
- 17.2 The Carrier or the Sub-Carrier is not liable if the shortcoming is not the fault of that party, or cannot be attributed to that party by virtue of the law, a legal act or generally accepted standards.
- 17.3 Insofar as permitted by law, the Carrier or Sub-Carrier will not be liable for any immaterial damage or consequential damage in any form whatsoever and however caused. Consequential damage includes, but is not limited to, loss of profit, costs of any material downtime (such as downtime of rail vehicles and Intermodal Transport Units) and costs for any replacement equipment (such as rail vehicles and Intermodal Transport Units), as well as business interruption.
- 17.4 Unless there is a fault from the Carrier or Sub-Carrier, they are not liable for damage resulting from total or partial loss or damage to railway vehicles, Intermodal Transport Units, materials, etc. that the Sender has made available or caused to be made available to the Carrier in the context of the performance of the Contract of Carriage. The Carrier or Sub-Carrier will not be liable for any damage caused to railway infrastructure during the performance of the Contract of Carriage by such railway vehicles, train units and/or Intermodal Transport Units. The Sender will indemnify the Carrier or Sub-Carrier against such damage and against these claimants.
- 17.5 The Carrier or Sub-Carrier will not be liable for loss of or damage to Goods, except under mandatory law.
- 17.6 The Carrier or Sub-Carrier will not be liable for any damage whatsoever suffered by the Sender or a third party as a result of exceeding execution periods, delivery periods or time schedules, unless expressly agreed otherwise on in writing with the Carrier. or if statutory delivery periods apply. Exceeding indicative execution periods, delivery periods or time schedules does not give the Sender the right to terminate the Contract of Carriage. A time schedule is not considered a delivery period.

- 17.7 If the Carrier or Sub-Carrier can be held liable for damage arising during the performance of the Contract of Carriage on the grounds of partial loss or damage to the goods or exceeding the delivery period, this liability will lapse upon acceptance of the goods, unless a situation within the meaning of Article 47 § 2 of the CIM applies.
- 17.8 The limitations of liability of the Carrier or Sub-Carrier mentioned in Article 17.2 to 17.5 do not apply if the damage is the obvious and proven result of intent or gross recklessness on the part of the Carrier in connection with the performance of the Contract of Carriage.
- 17.9 If the Contract of Carriage is performed in parts, the Carrier will not be liable for any damage of any nature whatsoever arising during the period in which Carrier is not performing Services ('interruption'). Such interruption includes, but is not limited to, the period from the moment the Carrier has notified the Sender in writing, by fax or email that the rail vehicles and/or Intermodal Transport Units arrived at the terminal, until the moment they leave the terminal again.
- 17.10 The Sender will indemnify the Carrier, its employees and any third parties engaged by the Carrier or otherwise involved in the Contract of Carriage against all claims by third parties, including but not limited to senders and consignees within the meaning of Title 8:18 of the DCC, which are in any way related to the (performance of the) Contract of Carriage. The Sender will reimburse all damage and costs incurred by the Carrier or third parties engaged by it.
- 17.11 The Sender will be liable for damage resulting from the total or partial loss of or damage to equipment used by or on behalf of the Carrier within the framework of the performance of the Contract of Carriage, caused by the Sender, its employees, third parties engaged by the Sender or rail vehicles, Intermodal Transport Units, Goods or other equipment made available by the Sender.
- 17.12 The Sender will be liable to the Carrier for any damage and costs, even if not at fault, which were caused:
- by defective packaging or marking;
 - by incorrect or incomplete information in the waybill or other transport documents;
 - because the Carrier was not notified in a timely and precise manner that dangerous substances were involved and, if applicable, in which exact part of the train or Intermodal Transport Units they were located;
 - by missing, incomplete or incorrect customs documents or other papers, certificates, documents and/or information required for official handling of the Goods.
- 17.13 The Sender will at all times maintain sufficient and adequate insurance against the risks arising from and related to liability referred to in this Article 17, as well as from Article 6 (for railway vehicles and Intermodal Transport Units), Article 8 (packaging), Article 10 (transport of hazardous substances) and Article 20 (safety). On the Carrier's demand, the Sender will allow the Carrier to inspect and provide a copy of the insurance policy and other documents related to the insurance that the Carrier deems desirable.

18 Liability for rail vehicles made available by the Sender

- 18.1 The Sender will be liable for all damage and any associated additional costs and extra work for the Carrier, which are caused by a defect in a rail vehicle that was made available for the Services by the Sender, whether or not via third parties. The Sender indemnifies the Carrier against third-party claims. In addition, the provisions of the AVV/GCU in the version applicable at the time the damage occurs apply between the Sender and the Carrier.
- 18.2 The Carrier has joined the AVV/GCU. Insofar as the rail vehicles made available by the Sender are registered in the name of the Sender and insofar as the Sender has also joined the AVV/GCU, the AVV/GCU will apply between the Carrier and the Sender on the basis of their mutual participation in this contract.
- 18.3 Insofar as the Sender is the holder of the railway vehicles made available by the Sender, but the Sender has not joined the AVV/GCU, the application of the AVV/GCU is deemed to have been agreed on between the Carrier and the Sender, with these GTC simultaneously applying. The same applies if the Sender provides rail vehicles that are owned by a third party who has not joined the AVV/GCU.
- 18.4 The Carrier reserves the right to deviate from or not apply provisions of the AVV/GCU if they are not in accordance with national or European safety regulations.
- 18.5 If the Sender is not itself the holder of the rail vehicles made available by it to the Carrier, but is a third-party holder who has also joined the AVV/GCU, the Sender will be jointly and severally liable to the Carrier, in addition to the holder concerned, for compliance with the obligations under the AVV/GCU. The Carrier will attempt to reach an agreement with the third party holding the rail vehicles on the matters to which the AVV/GCU applies within a period of 6 (six) months. The Sender will support the Carrier in this regard at the Carrier's own expense and always to the best of its ability, if desired also with legal assistance or financial resources.

19 Entity in Charge of Maintenance (ECM)

- 19.1 The Sender guarantees that the rail vehicles he makes available have been assigned to an ECM, are registered in the European Vehicle Register and furthermore meet all deployment and maintenance requirements.
- 19.2 If the Sender makes a rail vehicle available to the Carrier for transport that has not been allocated to an ECM or that otherwise proves to be deficient in terms of deployment and/or maintenance requirements, the Carrier may exclude this rail vehicle from the Services, including in particular an intended transport. The Carrier will charge all costs incurred in connection with that to the Sender, who will reimburse these. The Carrier's ability to exclude a rail vehicle from the Services will not affect the Sender's liability for the use of such a rail vehicle made available by him to the Carrier. If the Carrier nevertheless deploys such an ECM-less or otherwise defective rail vehicle in terms of deployment or maintenance requirements, then this deployment, including, for example, fines from safety authorities, will be at the expense and risk of the Sender.

20 Safety

- 20.1 In compliance with applicable laws and regulations, including the Network and Information Security

Directive ("NIS2 Directive"), the Carrier will implement technical and organisational security measures to ensure the continuity, integrity and security of its digital systems and services as best as possible. In connection with risk assessments or audits, including assessments and/or audits within the meaning of the NIS2 Directive, the Carrier may request the Sender to cooperate and/or provide information. The Sender is obliged to provide the requested cooperation in a timely and complete manner. The same applies to the requested information, unless this is demonstrably in conflict with any statutory provision.

- 20.2 If the Carrier is obliged to report an incident under the NIS2 Directive, it will do so in accordance with the statutory provisions. Where appropriate, the Carrier will inform the Sender, provided this is permitted by law and relevant for the performance of the Contract.
- 20.3 The Sender recognises that no digital system is completely immune to disruptions and security incidents. The Carrier will not be liable for damage resulting from cyber attacks, digital disruptions or disruptions in IT systems and/or for damage caused by other types of security incidents that are beyond the Carrier's reasonable control.
- 20.4 The Sender is responsible for implementing and maintaining adequate organisational and technical security measures. These are always in accordance with the applicable regulations, including the NIS2 Directive.
- 20.5 The Sender will notify the Carrier as soon as possible of any security incident, including an incident within the meaning of the NIS2 Directive. In doing so, the Sender will comply with the laws and regulations, including notification and other provisions from the NIS2 directive. If the Sender fails to provide such a security notification to the Carrier in a timely and correct manner, he will be liable for any damage incurred by the Carrier as a result.

21 Limitation/expiry of claims

- 21.1 All claims against the Carrier will expire in accordance with the provisions of the CIM.
- 21.2 Upon acceptance of the goods transported, Article 47 of the CIM applies with regard to the expiry of claims in both national and international transport.

22 Transfer

- 22.1 The Carrier will have the right to transfer, in whole or in part, the rights and obligations under the Contract(s) of Carriage concluded with the Sender to those companies which are affiliated with the Carrier within a group within the meaning of Dutch company law, in which the Carrier holds a share of at least 50% or which hold a share of at least 50% in the Carrier.

23 Ranking order

- 23.1 In the event of any conflict between one or more provisions of the General Conditions and a mandatory provision of law in any country in which the transport to be performed by the Carrier takes place, the Contract of Carriage, and/or any Annexes, the following order of rank will apply:
 - 1st: the relevant mandatory provision of the country concerned;
 - 2nd: these GTC;

3rd: the Contract of Carriage;
4th: any Annexes.

- 23.2 In the event of any conflict between provisions of these GTC, non-mandatory provisions of Railway Act legislation and/or Title 8:18 of the DCC and/or the CIM with the provisions contained in these GTC, the provisions contained in these GTC will prevail, unless mandatory law opposes this.

24 Personal data and data protection

- 24.1 The Carrier processes personal data in the context of its services, including the transport of goods by rail, in accordance with applicable data protection laws and regulations, including the General Data Protection Regulation (GDPR).
- 24.2 The personal data processed by the Carrier includes contact details, reservation information, payment details and, if applicable, camera footage or location data. This data will be used exclusively for the performance of the contract, the improvement of services, compliance with statutory obligations and - if justified - for security and fraud-prevention purposes.
- 24.3 The Carrier must take all appropriate technical and organisational measures to secure the personal data against loss or any form of unauthorised processing. The Carrier will not retain personal data for longer than is necessary for the purposes mentioned above, unless a statutory retention obligation applies.
- 24.4 The Carrier may engage third parties (for example, IT service providers or subcontractors) in the processing of personal data. Where necessary, processing agreements are concluded with these parties in accordance with Article 28 of the GDPR.
- 24.5 The Sender has the right to access, rectify, erase or transfer his personal data, as well as the right to object to processing. A request to this effect can be submitted via the contact address stated in the privacy statement. The privacy statement used by the Carrier is published at <https://www.railforce.one/privacy-statement/>.

25 Jurisdiction, applicable law

- 25.1 The legal relationship subject to these GTC is exclusively governed by Dutch law, unless the CIM declares other legal provision(s) applicable by mandatory means.
- 25.2 Disputes arising in connection with or resulting from the Contract of Carriage will be settled by the competent court in Rotterdam, the Netherlands. This provision also applies, in accordance with Article 46 § 1 of the CIM, to claims based on the CIM. For such claims, one of the other courts having jurisdiction under the CIM can also be chosen.