

Lineas General Terms and Conditions for Carriage by Rail ("GTC-R")
Valid starting from 1 December 2023

English version. In case of discrepancy, this English language version shall prevail.

A. GENERAL

1. Scope of application – basis of contract

- 1.1. These GTC-R govern all offers, contracts and services of Lineas NV ("**Lineas**") relating to carriage of goods by rail, freight forwarding services or other activities mentioned in these GTC-R.
- 1.2. Unless otherwise provided:
 - the Convention Concerning International Carriage by Rail ("**COTIF**") in its 1999 version applies, including its appendices:
 - o B: Uniform Rules Concerning the Contract of International Carriage of Goods by Rail ("**CIM**"), which shall apply – to the extent permissible – to national and international carriage by rail; and
 - o C: Regulation concerning the International Carriage of Dangerous Goods by Rail ("**RID**");
 - UIC Loading Guidelines (Code of practice for the loading and securing of goods on railway wagons) apply;
 - apply; and
 - the General Conditions for the Handling of Goods and Related Activities in the Port of Antwerp ("**ABAS-KVBG conditions**") shall supplement the contract with respect to Lineas' manual or intellectual activities relating to loading, unloading, handling, receiving, checking, marking, delivering goods and storing, including all related and extra orders) in the Port of Antwerp.
- 1.3. In the event of a conflict or inconsistency between these GTC-R and a term or condition of the offer/Specific Terms and Conditions/framework agreement, the latter shall prevail. These GTC-R apply subject to provisions of mandatory applicable law.
- 1.4. A written offer with Specific Terms and Conditions and these GTC-R form (together, the "**Contract**") the basis of the services provided by Lineas. By placing an order upon receipt of the Contract, the customer acknowledges receipt and acceptance of the Contract. In any event, the commencement of the services shall be deemed acceptance of the Contract, notwithstanding that the offer, the Specific Terms and Conditions or these GTC-R may not have been signed by the customer.
- 1.5. The general terms and conditions of the customer do not apply, unless explicitly otherwise confirmed in writing by Lineas.

2. Charges

- 2.1 "**Charges**" means any fees and costs payable by the customer for the provision of services.
- 2.2 Unless otherwise agreed, in addition to these GTC-R, any documents and tariffs as published on the Lineas' website under <https://lineas.net/en/document-library/>, including the 'General conditions and tariffs for demurrage, holding, picking and storage of wagons') and the Value-Added Services Plus Catalog, apply if such services are used. The customer will be informed at least 30 days before the entry into force of any change of tariffs as published on the Lineas' website.
- 2.3 Lineas applies a dynamic energy surcharge to its transportation services, as set out in the Contract.
- 2.4 The Charges (including the transport price) may without prior notification be amended in accordance with the indexation formula mentioned in the Contract or agreed between the parties. If the indexed price is lower than the current applicable price, the parties agree that the indexation shall not apply.
- 2.5 The Charges may be based on subsidies provided, directly or indirectly, to Lineas. Lineas is entitled to increase the Charges with prior notice (in direct proportion to the decrease) when these subsidies are reduced. The customer is not allowed to request subsidies from any authority, governmental body or administration if such request would jeopardize in any way Lineas' possibility to obtain financial support from such authorities.
- 2.6 Should the technical specifications of a service have to be fundamentally modified (e.g. tonnage, routing, locomotives, wagons, equipment,...) or should the costs for executing the service significantly increase due to unavailability/disruption/deterioration of infrastructure (and any delays/deviations caused thereby), power cut, or any unilateral decision by an authority or infrastructure manager with serious adverse consequences for Lineas to carry out the services, Lineas shall be entitled to increase the Charges with prior notice in direct proportion to any increase of the costs for the performance of the service.
- 2.7 In case Lineas has to intervene or take measures because of a fault, negligence or omission of the customer or a "**Relevant Third Party**" (meaning the customer's employees, servants and agents, consignees, consignors, (sub)contractors, the owner of the Goods (and any person with an interest in the Goods of any kind)) or any person to whom the customer transfers, delegates or otherwise permits the benefit of the Contract, Lineas reserves the right to charge the customer additional costs and an administration fee which shall be determined by Lineas according to normal and reasonable market practices.
- 2.8 In the event Charges are mentioned per tons, the weight as mentioned on the Consignment Note will be rounded up to the next 100 kg for the determination of the Charges. In case the actual weight is higher, a surcharge will be applicable based on the actual weight.

3. Invoicing and payment

- 3.1 If the customer requires certain information to be mentioned on its invoices (e.g. a PO number), the customer shall provide Lineas with said information at the latest with the delivery of the services. Failure to provide the correct and complete information in a timely manner, will lead to forfeiture by the customer of the right to invoke the mere incorrect/incomplete/missing details as a basis for dispute of the invoice.
- 3.2 Unless otherwise provided in the Contract, invoices are payable within a period of 15 calendar days starting from the receipt of the invoice. All payments shall be in euro.
- 3.3 After expiry of the payment term, any unpaid amounts shall, automatically and without notice, be raised with a late payment interest and a compensation of EUR 40 EUR per invoice, both in accordance with article 5 of the Belgian Act of August 2nd, 2002 on combating late payment in commercial transactions. In case of non-payment of an invoice within the payment term, any other invoice issued by Lineas shall become immediately due and payable.
- 3.4 The customer shall pay all invoices without any deduction whether by way of compensation of claims, set-off, netting, withholding, counterclaim, discount, abatement, bank charges of the customer's bank or otherwise.

- 3.5 Any invoice must be disputed within a period of 7 calendar days after receipt of the invoice. Any complaint has to be sent to finance@lineas.net and be reasoned. Failing timely dispute, the invoice is due in full. In case of partial dispute, the non-disputed part is due in accordance with the payment term stated in the invoice.
- 3.6 Lineas reserves the right to require payment of an advance and/or the provision of a (bank) guarantee if it has reasonable doubt about the customer's creditworthiness or ability to pay.
- 3.7 Lineas shall have general right of retention and preferential right on all "Goods" (meaning goods in bulk or contained in one parcel, package, wagon or Intermodal Loading Unit ("ILU"), as the case may be, or any number of separate parcels, packages, wagons, or ILU's, in relation to which Lineas is to provide services)/wagons/documents in its possession as security for the payment of all amounts due to Lineas on any ground whatsoever (and whether or not such amounts relate to the goods/wagons/documents actually held by Lineas).
- 4. Suspension and termination of the Contract**
- 4.1 If the customer fails to comply with its obligations, Lineas is entitled to suspend all or part of the services with prior notice and without compensation.
- 4.2 Unless otherwise agreed, the Contract may be terminated at any time by either party, subject to a notice period of 6 months.
- 4.3 Without affecting any of its rights or remedies, Lineas is entitled to terminate the Contract with immediate effect, without compensation or notice period, by giving written notice to the customer, if any of the following events occur:
- if the customer commits a breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) calendar days after being notified in writing to do so.
 - in so far as the law allows, if (a) any event occurs, or proceeding is taken, with respect to the customer in any jurisdiction to which it is subject that has an effect of administration, judicial re-organization, bankruptcy, insolvency or the inability to pay its debts as they fall due; or (b) the customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
 - in case of intentional error, gross negligence, fraud or deception on the part of the customer.
- Any Charges remain due until the early termination date of the Contract, without prejudice to Lineas' right to demand additional compensation for any damages suffered.
- 4.4 In the event of early termination by the customer of a Contract agreed for a definite duration, Lineas reserves the right to claim a lump-sum termination fee. This termination fee will amount to the total Charges that would still have been due if the Contract had been duly performed until the expiry of the Contract. If a minimum commitment was agreed in the Contract, the lump-sum fee shall be the total amount of the minimum commitment that would still have been due if the Contract had been duly performed until the expiry of the Contract. If no minimum commitment was agreed, this lump-sum termination fee will amount to 50% of the average monthly turnover, multiplied by the number of remaining contractual months with a maximum of 6 months.
- 5. Liability**
- 5.1 The customer is liable for his own fault, negligence, delay, and/or failure to comply with the provisions of the Contract as well as those of Relevant Third Parties.
- 5.2 If an authority imposes fines in connection with actions falling within customer's responsibility, Lineas shall have the right to impute them on the customer.
- 5.3 Any liability of Lineas for both international and national carriage by rail shall remain within the scope and express limitations of the CIM and the GCU.
- 5.4 Any liability of Lineas for freight forwarding services shall remain within the scope and express limitations of the ABEX-conditions.
- 5.5 Any Liability of Lineas for terminal activities and handling of goods shall remain within the scope and express limitations of the ABAS-KVBG conditions.
- 5.6 Any liability of Lineas with respect to Value-Added Services shall be limited to the value of such Value-Added Service.
- 5.7 In any event, any liability of Lineas for damage to and/or loss of the Goods that does not fall within the scope of the CIM, the GCU, ABEX-conditions or ABAS-KVBG-conditions is limited to EUR 2 per kilogram damaged or lost gross weight of the Goods. For steel products (such as coils, sheets, plates, tubes, beams, bars, blooms, billets, wire rod and cast iron tubes), Lineas' liability is limited to EUR 1,000 per package. For these instances, the maximum liability of Lineas, regardless of the number of packages, will in no case exceed EUR 25,000 per event or series of events caused by one and the same cause. For damage to means of transport, the maximum liability shall be EUR 25,000. In the event of concurrence of claims (relating to damage caused to a means of transport, loss of and/or damage to Goods or materials made available by the principal or by third parties), the total liability shall not exceed EUR 50,000, regardless of the number of prejudiced parties.
- 5.8 Lineas shall not be liable for any indirect damages and/or losses, including but not limited to special, incidental or consequential damages, loss of funds, loss of profits, loss of turnover, loss of clientele or damage to reputation.
- 6. Prescription**
- The prescription period for any action arising from the Contract is determined in accordance with the CIM, the GCU, the ABEX-conditions, the ABAS-KVBG-conditions or mandatory Belgian law, whichever applies to the related claim.
- 7. Force Majeure**
- 7.1 An event, which could not be foreseen and is not attributable to the prejudiced party, that temporarily or definitively prevents such party from carrying out any of its obligations (in a timely manner), constitutes an "Event of Force Majeure". Provided that the aforementioned conditions are met, an Event of Force Majeure means, amongst other: acts of God, war or threat of war, uprising, sabotage, acts or restraints of governmental authorities, shortages in energy supply, power failure, accidents, damage to facilities, rail infrastructure problems, fire (e.g. at a depot or delivery site), explosion, weather-circumstances which obstruct safe operations (fog, heavy winds, flooding, etc.), boycott, strike, lock-out, occupation of the work place, labor disputes, etc.
- 7.2 The affected party will as soon as reasonably practicable advise the other party of the Event of Force Majeure and set out in reasonable detail the circumstances causing the Event of Force Majeure in order to assess the impact on the performance of the contractual obligations. The end of the Event of Force Majeure shall also be notified as soon as possible.
- 7.3 In all cases of Events of Force Majeure, the affected party has the right to suspend the execution of the affected obligations of the Contract for the duration of the Force Majeure, without incurring any liability of any type whatsoever for damages, losses or delays resulting from the Event of Force Majeure.

- 7.4 Should an Event of Force Majeure last for more than ninety (90) calendar days, either party shall have the right to terminate the Contract with one month prior written notice.
8. Change of circumstances/Hardship
If a change in circumstances, unforeseeable when concluding the Contract and not attributable to the prejudiced party, would result in a disruption of the economic balance of the Contract in a structural manner to the detriment of a party (hereinafter: “**Hardship**”), the so prejudiced party has the right to propose new terms to the other party with the aim to restore the balance. In the absence of an agreement within a period of 30 calendar days after such proposal, the prejudice party may at its choice 1) terminate the Contract with the customer, taking into account a notice period of 2 months following the occurrence of the Hardship, or 2) request the Court to adjust the Contract to bring it into line with what the parties would reasonably have agreed at the time of conclusion of the Contract if they had taken into account the Hardship.
9. Transfer
Except as expressly permitted by the Contract and without prejudice to Lineas’ right to assign its receivables to a factoring company, the parties shall not transfer or assign any right or obligation to a third party without the written consent of the other party, except to a company which directly or indirectly controls, is controlled by or is under joint control with that party.
10. Confidentiality
Unless otherwise agreed, the existence of the Contract, and all information pertaining to it are confidential. This information may not be made public or used for purposes other than those for which this information has been given, unless the information is already publicly available or if the parties to the Contract are bound to make it public by virtue of the law or a court order.
11. Severability
The invalidity or unenforceability of one or more clauses of the Contract shall not render the other provisions of the Contract invalid or unenforceable.
12. Applicable law and jurisdiction
- 12.1 Belgian law shall apply to each contractual relation between Lineas and the customer.
- 12.2 The Courts of Antwerp have exclusive jurisdiction over any and all disputes between the customer and Lineas.

B. SPECIAL CONDITIONS CONCERNING CARRIAGE OF GOODS BY RAIL

13. Consignment Note
- 13.1 Every carriage shall be subject to a consignment note for loaded wagons or a wagon note for empty wagons (“**Consignment Note**”), drawn up in accordance with the CIM Consignment Note Manual or the CUV Wagon Note Manual.
- 13.2 The customer is responsible for the data of the Consignment Note and shall send all necessary data to Lineas in an electronic format compatible with Lineas’ systems. If the customer submits a paper Consignment Note or sends incorrect, incomplete, incompatible data, Lineas reserves the right to charge the customer for additional costs.
- 13.3 If Lineas itself completes the data for the Consignment Note, it always acts in the name and on behalf of the customer and such service will constitute a Value-Added Service.
- 13.4 All data must be transferred by the customer to Lineas in time to allow for (electronic) processing and the completion of the administrative and technical dispatch checks for the scheduled departure of the train (120 minutes before planned pick-up time at the latest). A waste dispatch advice must be transferred to Lineas in time to allow the advice numbers to be recorded in the Lineas’ systems prior to loading on to the train (120 minutes before departure at the latest). Lineas shall not be responsible for any delays due to missing or incorrect notification.
- 13.5 When due to missing, incorrect or incompatible information/data, a disruptive delay is caused which cannot be coped with within the agreed concept and which causes Lineas damage (including, but not limited to cancellation of (subsequent) trains, personnel overtime, etc.), this may be handled as a “no show”/real-time cancellation.
- 13.6 Declaration of the value of the Goods (art. 34 CIM), declaration of the interest in delivery (art. 35 CIM), and specification of cash on delivery shipments are not allowed.
- 13.7 A carriage may only be changed in accordance with art. 19 CIM. Any modification will entail additional costs to be borne by the requesting party.
14. Successive and substitute carriers
Lineas may have all or a part of the carriage performed by successive carriers or substitute carriers (art. 26 and 27 CIM).
15. Loading and unloading
- 15.1 The parking, handling, loading and unloading of the wagons, unloading and/or storage of Goods at the place of acceptance/delivery is, unless otherwise agreed, the responsibility of the customer, who must respect the instructions given by Lineas and ensure that all such actions are carried out in time for Lineas to meet its schedule.
- 15.2 Before each shipment, the customer must seal the closed wagons if required by law, regulation or “**Railway Industry Standards**” (meaning as the context requires the applicable published rules and regulations including safety protocols and codes of practice and conduct in force from time to time relating to any equipment or activity or service to be provided under or used in connection with the Contract) or if agreed between the parties.
- 15.3 Lineas reserves the right to inspect the Goods, the way in which the loading is done, the compliance of the Goods with the statements in the Consignment Note or the information given by the customer and any defects and damage at any time. Such inspections do not in any way imply any responsibility on the part of Lineas.
16. Package, Labels and Sealing
- 16.1 The customer shall ensure that all Goods are safe and it to be transported and are adequately and properly packaged, labelled and sealed and that such packaging, labelling and sealing complies with all laws, regulations and Railway Industry Standards; the customer must pack the Goods in such a way (“packaging” includes ILUs) that they are protected against total or partial loss and against damage during transport and in such a way that they cannot cause death or personal injury to persons or damage to any property, other goods or means of transport during the entire transport.

16.2 If, in its reasonable opinion, Lineas feels that the Goods or any part thereof cannot be transported or stored safely or properly because of the condition of the Goods, defective packaging, labelling and/or sealing, Lineas shall be entitled to request the customer to inspect any part thereof and take all remedial measures reasonably necessary before Lineas is required to transport the Goods. In the event that such measures result in the transportation being delayed beyond the scheduled departure time, Lineas shall not be liable and all costs, penalties, fees, charges and/or damages incurred by Lineas shall be borne by the customer.

17. Special Requirements

The customer confirms that, other than as agreed in writing with Lineas, there are no special requirements for the carriage of the Goods. Lineas shall therefore not be liable for any deterioration or loss of or damage to the Goods as a result of such special requirements not agreed in writing. If the customer notifies Lineas of such special requirements, Lineas will not be obliged to transport such Goods unless it agrees to do so in writing. If Lineas agrees to transport Goods subject to special requirements, it may charge the customer additional costs.

18. Dangerous Goods

- 18.1 All applicable regulations, in particular the RID, must be complied with by the customer and a Relevant Third Party.
- 18.2 The customer must declare to Lineas the presence of any possible dangerous Goods or waste permitted under the UIC data specification. The customer shall provide Lineas with precise and correct identification of the dangerous Goods and provide all documents, permits, licenses and certificates required for any official treatment/carriage by rail of such goods. The carriage of dangerous Goods classified in RID class 7 (radioactive substances) is not authorized. The carriage of dangerous Goods classified in or RID class 1 (explosives) is subject to a special authorization procedure, which has to be followed by the customer, and proof of such obtained authorization to be provided to Lineas prior to carriage.
- 18.3 Lineas shall have the right to inspect all locations (and the customer shall ensure that Lineas has the right and possibility to access such locations) to verify the loading/unloading procedures in relation to dangerous Goods.
- 18.4 If dangerous Goods are held by Lineas in transit or while transit is suspended, Lineas shall hold such Goods solely at the customer's risk and Lineas may, if satisfied that it is reasonable to do so, return the Goods to the customer or the consignor or consignee (who shall immediately receive them), at the customer's expense.

19. Private sidings

Where the place of acceptance or delivery is located at any "**Private Siding**" (meaning a place of acceptance and/or place of delivery, including a terminal, station and/or hand-over point, on a site of the customer or a Relevant Third Party) (save where access to such Private Siding is governed by a separate private sidings agreement to which Lineas is a party), the customer shall ensure that (i) Lineas has access to the Private Sidings and they are in appropriate and safe condition reasonably required by Lineas to enable it to provide the services, free from defects and comply with all applicable Railway Industry Standards, and (ii) the Private Sidings are connected to the public rail network enabling safe transfer onto the public rail network and do not allow risk to be imported onto the public rail network. The customer shall not rely upon Lineas carrying out any checks upon Private Sidings. Any costs incurred by failure to comply shall be borne by the customer.

20. Planning

General

- 20.1 The parties may agree the (periodical and long term) transport plan (e.g. PERT planning) of "**Scheduled Trains**" (being trains regularly scheduled in the transport plan). Any quarterly, monthly, weekly and/or daily planning of Scheduled Trains and "**Extra Trains**" (being trains operated in addition to Scheduled Trains) shall be sent by the customer to Lineas in accordance with the agreed order or booking confirmation rules and Lineas' planning instructions. If these rules/instructions are not complied with and/or in case of missing/incorrect information, the transport of the Goods may be refused; in any event, Lineas is not responsible for any delays caused as a result.
- 20.2 If a holiday period or public holiday affects the transport plan, Lineas may communicate an adjusted transport plan to the customer. The customer must provide feedback on the adjusted transport plan no later than 65 days before the first circulation date of the adjusted transport plan, otherwise the adjusted transport plan as communicated by Lineas will apply.
- 20.3 Should the customer request an adjusted transport plan in view of the aforementioned holiday periods or public holidays, the customer has to request this at the latest 65 days previous to the first circulation date of the adjusted transport plan otherwise the transport plan as communicated by Lineas will be applicable. As to intermodal company trains, the customer has to take into account the closing days of the (transhipment) terminals and inform Lineas of those closing days at the latest 65 days previous to the first circulation date, otherwise the transport plan as communicated by Lineas will be applicable. All requested adaptations by the customer are subject to operational feasibility check.
- 20.4 All adjustments requested by the customer are subject to an operational feasibility check.

Extra Trains

- 20.5 Any customer request for an Extra Train shall be made in writing or via the appropriate digital tool. Upon receipt of such request, Lineas will carry out an operational feasibility check. If the Extra Train can be provided, Lineas will confirm the Extra Train and the applicable Charges/timings (planned time of pick-up and drop-off). In the absence of Charges being confirmed by Lineas, a surcharge of 15% will be applied.

Cancellations

- 20.6 The customer must observe the cancellation schedule and fees, if any, as agreed in the Contract. If no such schedule/fees are agreed and there is a cancellation by the customer after the order or booking confirmation or a "no show"/real-time cancellation, Lineas may charge the customer 100% of the transport price.
- 20.7 Proper notice of cancellation is done by the customer via the appropriate tool, as identified in the Specific Terms and Conditions.
- 20.8 Any cancellation by the customer of a train (i.e. the transport of an entire dedicated train, loaded or not, for the customer on a specific route), even if related to one train in one direction, entails cancellation of both trains in both directions (i.e. also the corresponding train of the outward or return journey) and related costs and fees are to be borne by the customer.
- 20.9 A disruptive delay in the handover/load handover, due to the customer or a Relevant Third Party, which cannot be coped with within the agreed concept and which causes Lineas damage (including, but not limited to cancellation of (subsequent) trains, personnel overtime, etc.) will be handled as a "no show"/real-time cancellation by the customer.

- 20.10 Lineas will use its best efforts to respect the planning. Unless agreed differently in the Contract, Lineas cannot be held liable for any damages and/or losses due to a cancellation of a train by Lineas.
- 20.11 Cancellation fees shall be reviewed and invoiced on a monthly basis and a final reconciliation and invoicing of cancellation fees shall be conducted at the latest 3 months after termination of the Contract.

Transit times – estimated times of departure/arrival

- 20.12 Unless agreed differently, deadlines, transit times, estimated times of departure/arrival, and schedules are purely indicative and notified to the customer for information purposes only, these may not be considered as compelling transit periods for Lineas in the sense of art. 16, §1 CIM. In such case, Lineas cannot be held liable for the costs, damages and losses incurred by the customer or Relevant Third Parties (such as : demurrage, retention, etc.) on account of the exceeding of the deadlines/transit times/times of departure and arrival/schedules or the failure to meet them.

21. Minimum Commitment

- 21.1 The customer shall comply with the agreed minimum commitments per the agreed related period and any related agreed obligation to pay compensations in case the minimum commitment is not respected.
- 21.2 If no compensations are agreed, the customer shall pay the applicable Charges for the relevant service, or the (weighted) average of the applicable Charges if different Charges are used for the relevant service, per missing unit of the minimum commitment.
- 21.3 Services cancelled in a timely manner by the customer do not release the customer from his obligation to comply with the minimum commitment.
- 21.4 Services cancelled by the customer for which the customer has paid a cancellation fee, will only partially release the customer from his obligation to comply with the minimum commitment, to the extent that the combination of the cancellation fees and the minimum commitment compensation cannot exceed 100% of the agreed transport price .
- 21.5 Services cancelled by Lineas other than for reasons due to the customer or a Relevant Third Party, shall be considered as services ordered and paid for by the customer.
- 21.6 Services cancelled by the customer due to holidays do not release the customer, even partially, from his obligation to fulfil his minimum commitment, but Services cancelled by Lineas because of holidays (which have not been dealt with in accordance with Clause 20.2) will be considered as Services ordered and paid for by the customer and thus included in the minimum commitment.
- 21.7 The parties shall respect the intermediate review and invoicing period and a final reconciliation and invoicing of minimum commitment compensations shall be conducted at the latest 3 months after termination of the Contract.

22. Service Level Agreement

- 22.1 If a Service Level Agreement (“SLA”) has been agreed, any obligation for Lineas to pay compensation for breach of the SLA shall not apply if such breach has been caused by one or more of the following circumstances:
- the Goods (e.g. poor loading, shifted loading, exceeding the weight limit, unbalanced loading, etc.);
 - a breach, fault or negligence on the part of the customer and/or any Relevant Third Party;
 - infrastructure problems/works/interruptions;
 - acts, regulations, measures, instructions, decisions and/or requests by or from the infrastructure manager or authorities beyond Lineas’ reasonable control;
 - Force Majeure or other circumstances beyond the reasonable control of Lineas.
- 22.2 The maximum annual aggregate amount of compensation payable by Lineas in any form whatsoever under the SLA is 2% of the total annual Charges for the relevant service in full and final settlement of any claim, demand and/or proceedings by the customer against Lineas under the SLA.
- 22.3 A final reconciliation and invoicing of SLA compensation shall be conducted at the latest 3 months after termination of the Contract.

C. SPECIAL CONDITIONS CONCERNING INTERMODAL TRANSPORT

The GTC-R apply to intermodal services; in case of conflict or discrepancy, the following special conditions take precedence:

23. General

For the organization of intermodal transport Lineas shall in certain instances act as a forwarding agent (‘commissionair-expediteur’), meaning Lineas organizes a transport and/or performs ancillary services without performing the transport itself, and this either in his own name or in his principal’s name, but always on the latter’s behalf. In such instances, the Belgian Freight Forwarding Standard Trading Conditions 2005 (“**ABEX-conditions**”) shall apply and Lineas reserves the right to be mentioned as consignor and consignee on the Consignment Note in the capacity of forwarder.

24. Intermodal Loading Units (ILU’s)

- 24.1 An ILU means a container, swap body, semi-trailer or other comparable loading unit used in intermodal transport (loaded or empty).
- 24.2 The customer must ensure before the transport or the shipment that the ILU’s are in good condition, free from visible and invisible defects, and suitable for transportation (all parts must be securely attached and in closed condition). The customer is also responsible for the closing and sealing of the ILU’s.
- 24.3 The customer shall be responsible for the weight distribution in the ILU and the customer must guarantee that the load of an ILU is the same as the weight indicated on all documents provided by the customer to Lineas. If the actual load is exceeded, Lineas has the right to invoice any and all additional costs to the customer.
- 24.4 The customer shall remove old labels and markings from the ILU’s referring to previous loads and the customer is to placard and mark in accordance with the RID. The customer shall attach the necessary labels to the ILU’s and these labels, which cannot be considered as part of the Goods, must be of sufficient quality to survive the transport. In any case, paper labels are not considered to be of good quality. A label missing or partly detached shall be considered as a fault solely attributable to the customer.
- 24.5 The customer shall be liable and indemnify Lineas for all damages, losses and/or costs incurred by Lineas, directly or indirectly, as a result of the condition, closure or sealing of the ILU’s, and/or missing, incorrect and/or defective labels, such as, but not limited to, the costs of shunting out a wagon.

24.6 Dangerous Goods ILU's have to be delivered at the terminal of departure on the day of departure (not before) and have to be picked-up at the day of arrival (not thereafter). All costs, losses and damages incurred by Lineas due to the non-respect of this condition shall be charged to the customer.

25. Booking and information – Planning

25.1 Unless otherwise agreed, the customer must book all ILU's via Lineas' online booking platform no later than 16:00 (Antwerp local time) the working day before departure. The customer shall inform Lineas in writing of all the characteristics and properties of the Goods, and their packaging, which may be of any relevance to the sound performance of the services. The customer shall provide Lineas at the latest 4 hours before delivery of the ILU at the departure terminal with all information and documentation needed to book and carry out the carriage of the ILU's, including the container numbers, the nature of the Goods and the ILU and the weight of the Goods and the ILU. The customer is responsible for the completeness and the correctness of the information and documents provided to Lineas.

25.2 Transit times, (estimated) times of departure/arrival will only be mentioned on special demand of the customer and are purely indicative. Lineas cannot be held responsible for the duration of the shipment, except in case of a proven fault of Lineas.

25.3 The customer can only rely on the notice of arrival sent by Lineas to the customer after the actual arrival of the ILU's. Lineas shall not be responsible for waiting hours of drivers arriving before the actual arrival of the ILU's.

26. Terminal activities

Unless agreed otherwise, the customer will be the contractual partner of the terminals and the customer will be responsible towards Lineas for all the services provided by the terminals, such as the handling, loading, discharge and/or storage of ILU's on the terminals and the parking of wagons on the terminal; the customer will guarantee access of the trains to the terminals.

D. SPECIAL CONDITIONS CONCERNING USE OF WAGONS AND EQUIPMENT

27. General

27.1 With respect to the use of wagons by Lineas or another railway undertaking, the rules of the 'General Contract of Use for Wagons' ("GCU"), a multilateral contract based on COTIF (and its appendix D – Uniform Rules concerning Contracts of Use of Vehicles in International Rail Traffic ("CUV")) are applicable.

27.2 The customer shall only provide wagons of other keepers who have subscribed to the GCU or have concluded a contract with a similar content with Lineas. In case the customer provides wagons whose keeper has not subscribed the GCU or has not concluded a contract with a similar content with Lineas, the customer will, apart from his other contractual obligations, take over all duties and liabilities of a 'keeper' in terms of the GCU. The customer shall only provide wagons assigned to a duly certified Entity in Charge of Maintenance ("ECM").

27.3 When the customer or a Relevant Third Party is to provide any wagons and/or equipment for Lineas to use in transporting Goods, whether such wagons and/or equipment is owned by the customer, Relevant Third Party or any other person, the customer or a Relevant Third Party shall only provide wagons and/or equipment that is safe and fit to run or operate, is free from defects, complies with and is maintained in accordance with all applicable railway industry standards and is registered with the appropriate authority if this is required.

The customer guarantees that the wagons provided by the customer or a Relevant Third Party, shall meet:

a) for transports within/through Switzerland, the requirements of the Federal Act on Railway Noise Abatement (Bundesgesetz über die Lärmsanierung der Eisenbahnen); and

b) for transports within/through the European Union, the requirements of Regulation (EU) No 1304/2014.

27.4 If the customer or Relevant Third Party provides a wagon and/or equipment which does not comply with the legal requirements, Lineas may refuse to transport or operate non-compliant wagons and/or equipment. The customer shall in any case indemnify Lineas for any costs, damages, fines and third party claims resulting from the provision of a wagon by the customer or a Relevant Third Party that does not comply with the legal requirements. The customer shall not rely upon Lineas carrying out any checks upon such wagons and/or equipment.

27.5 The customer is liable for all damages to the wagons and costs arising from the damages to the wagons (including sort/shunt out and in costs, transport costs, repair costs, loss of use, etc), caused by the Goods, caused by the customer or by any Relevant Third Party or caused when the wagons are in the custody of the customer or a Relevant Third Party, in particular during the loading and unloading operations, no matter where these operations take place.

27.6 Before acceptance of the wagons by the customer or a Relevant Third Party, the customer or a Relevant Third Party must check that the wagons are suitable for the Goods and are free of anomalies upon brief visual inspection. Any anomaly found must be reported to Lineas within 24 hours after the receipt of the wagon. In the absence of a report, any defect shall be deemed to have been caused by the customer, unless the customer can prove that the damage was not caused by the Goods, a fault of the customer or a Relevant Third Party, or when the wagons were not in the custody of the customer or a Relevant Third Party.

27.7 The customer is bound to empty, decontaminate, and properly clean the wagons after use, at his own expenses. If during handling, loading, unloading or cleaning, the wagons, the railway infrastructure or the installations are contaminated, the customer is bound to clean these immediately and at his own expenses. If the wagons are not emptied, decontaminated, and cleaned properly, Lineas reserves the right to charge the customer for additional costs.

27.8 The 'General conditions and tariffs for demurrage, holding, picking and storage of wagons' (<https://lineas.net/en/document-library/>) form an integral part of the Contract should the covered services be used. The customer shall ensure (and hold harmless/indemnify Lineas if the Relevant Third Parties fail to do so) that the Relevant Third Parties are aware of, are subject to, and comply with these conditions.

27.9 In case of a (defective/damaged) wagon that needs to be sorted/shunted out, the following process will be applied:

(1) Lineas shall gather the details about the nature of the defect/damage (place, time, train, wagon, container numbers, type of cargo, load shifting, defect, damage, hazardous goods, etc.).

(2) Lineas shall decide whether the wagon has to be sorted/shunted out or not according to the nature of the damage.

(3) Lineas shall charge the customer the costs incurred for the sorting/shunting out of the wagons in accordance with the GCU for the damage to the wagons in case the defect of or the damage to the wagons is caused by the Goods, the handling, packaging, labelling, loading and unloading of the Goods (except in case Lineas is responsible for the handling, loading and unloading of the Goods) or by the customer or one of its contractors, consignees or consignors.

27.10 The customer shall indemnify Lineas against all or any claims from any Relevant Third Party (regardless of whether Lineas is in breach or not of its agreement with the customer) or against any loss or damage incurred by Lineas arising from breach by the customer of these provisions concerning use of wagons.

E. CONDITIONS CONCERNING CUSTOMS (SERVICES)

28. Customs formalities and customs services

- 28.1 Unless otherwise agreed, the customer shall be responsible for submitting all customs, transit and excise declarations required for the carriage of the Goods and for completing all related formalities. The customer shall send Lineas, in an electronic format compatible with Lineas' IT and management systems and using the appropriate corresponding data fields, a copy of each customs, transit or excise document required to accompany the Goods in accordance with applicable legislation (e.g. transit accompanying documents, export accompanying documents, excise accompanying documents) and the MRN or ARC numbers of the respective accompanying documents.
- 28.2 In case Lineas is requested to submit customs, transit and excise declarations and/or the complete certain customs formalities, Lineas does so on behalf and for the account of the customer (and under the latter's full responsibility).
- 28.3 The customer shall be liable and indemnify Lineas at first request for all costs, damages, taxes, duties, fees and losses claimed directly or indirectly as a result of the non-observance of or delay in any the customer's obligations.
- 28.4 At Lineas' first request, the customer shall provide a financial guarantee.