

General Terms and Conditions of Offer and Contract "Rail" of GEFCO Deutschland GmbH
(as of: February 2023)

Scope

All offers of **GEFCO Deutschland GmbH**, (hereinafter: "we" or "GEFCO") or (individual) contracts between GEFCO and its Customers for the provision of rail transports and all related services are based on the following General Terms and Conditions of Offer and Contract (hereinafter: "Terms and Conditions").

We do not accept any deviating or supplementary terms and conditions of business of the Customer, and they shall not become part of the contract unless we have expressly agreed to their validity. Our Terms and Conditions also apply if we perform the service for the Customer unconditionally in the knowledge of conflicting or deviating terms and conditions of the Customer.

Our Terms and Conditions shall also apply to future (individual) contracts concluded within the scope of the business relationship between the Customer and us, even if we do not expressly refer to them.

In addition to these Terms and Conditions, the German Freight Forwarders' Standard Terms and Conditions (ADSp) 2017 shall apply and - insofar as these do not apply to the provision of logistics services - in accordance with the Logistics Terms and Conditions ("Logistik AGB") as of July 2019. The ADSp deviate from the statutory liability limits. In the event of a contradiction or gap between the Terms and Conditions and the ADSp, these Terms and Conditions shall prevail.

Section A - General section (valid for all offers and contracts)

1. Offers from us are not to be understood as offers in the legal sense, but only as an invitation to the Customer to submit an offer/(individual) order (in the following, our invitation to the Customer to submit an offer will nevertheless be referred to as "offer" for the sake of simplicity) and shall therefore not be deemed a legally binding offer. A legally binding contract shall only be concluded when we confirm the Customer's (individual) order in writing or start with the actual execution of the respective (individual) order. The submission of an offer does not create any obligations or liabilities on the part of GEFCO and does not constitute an automatic acceptance of any contractual terms and conditions provided by the Customer, unless explicitly marked by GEFCO.
2. The offer is subject to the availability of appropriate loading space/capacity/route availability as well as sufficient empty equipment and assumes unchanged transport, tariff and value conditions plus the customary local ancillary charges between the times of submission of the offer and performance of the service.
3. The conclusion of the contract and the performance of the service shall be subject to the correct and timely performance by our suppliers. This shall only apply in the event that we are not responsible for non-performance by the supplier, in particular if a congruent hedging transaction has been concluded with the supplier. If we are unable to provide the contractual service due to non-delivery, we may withdraw from the contract. We shall immediately inform the Customer of any incorrect or untimely delivery and immediately refund any consideration already received.
4. If GEFCO acts as a subcontractor of the Customer (e.g. as a subcarrier), the contract between GEFCO and the Customer does not give rise to any claims of third parties (e.g. the consignee). Sentence 1 does not apply in case of legal claims of the third party. If a claim is made against GEFCO by a third party (e.g. by way of third party liquidation), GEFCO may also assert all defenses and objections to which the Customer is entitled against the third party. Upon request, the Customer shall immediately provide GEFCO with information about existing defenses and objections in text form. If, in case of a claim by a third party, GEFCO is liable to the third party for a higher amount than the Customer (excess liability), the Customer shall indemnify GEFCO against such excess liability upon first written request of GEFCO.
5. In any case, paper for printing money, money and securities, credit and debit cards, checks, stamps, tickets, prototypes, jewelry, precious stones and works of art, personal effects, household effects, perishable food, live animals and plants, human organs, blood, and mortal remains, as well as shark fins, plants and creatures on the CITES list are excluded from carriage.

If dangerous goods, in particular in the sense of the law on the transport of dangerous goods, are the subject of the order, the Customer is obliged to provide GEFCO with the documents and information required in this respect, in particular the classification according to the relevant dangerous goods law, in good time and in full before the respective booking. If, from the Customer's point of view, special precautions are required that go beyond the dangerous goods regulations, the Customer must likewise notify GEFCO of this in writing before placing the order. If the customer fails to comply with one or more of these obligations, he shall be responsible for all negative consequences resulting therefrom and shall in particular bear all costs resulting therefrom, for example due to a delay in transport. Safety obligations can only affect GEFCO from the time of acceptance of the dangerous goods at the place of acceptance. The

safety obligations end with the delivery of the loaded wagons and loading units to the recipient named by the Customer.

6. Unless otherwise stated, freight is invoiced in EURO.
7. If a contract is concluded between GEFCO and the Customer, the quotation number stated in our quotation, if any, shall be included in the respective orders. Any additional costs resulting from a missing or incorrect quotation number shall be borne by the Customer.
8. If a permanent contract is concluded, each party is entitled to terminate the contract with a notice period of 3 months to the end of a calendar month, unless otherwise agreed.
9. We are entitled to use subcontractors and other third parties for the performance of services. If no specific carrier ("Carrier") has been offered by us, the shipment shall be made to carriers of our choice. All Incoterms mentioned and used in the offer and/or (individual) order are Incoterms as amended by "Incoterms 2020". The mention of an Incoterm or any other trade term in the offer and/or (individual) order shall not cause GEFCO to assume the obligations of the seller or buyer under Incoterms or other trade terms.
10. Any delivery times or other terms stated in the offer shall only be binding if they have been expressly agreed as fixed times and designated accordingly. A fixed agreed time always requires that the agreed place of handover and the agreed place of delivery can be reached.
11. GEFCO's liability is governed by law, subject to statutory and the following contractual exclusions and limitations of liability.
12. Insofar as our liability depends on fault (e.g. in the case of liability as a warehouse keeper), the following shall apply: If damage has occurred which, according to the circumstances of the case, may have arisen from the realization of one of the following dangers:
 - a) Lightning, fire, water intrusion, storm, hail, explosion, radioactivity, sand and other externally supplied impacts caused by third parties (e.g. paint mist), bird droppings or damage caused by animal bites;
 - b) Cases of force majeure;
 - c) acts or omissions of the Customer, its authorized persons or agents;
 - d) loading or unloading of the goods by the Customer, his authorized persons or agents;
 - e) missing or defective packaging, insufficient or incorrect labeling, marking, dimensional or weight information, or insufficient designation of center of gravity or stop locations;
 - f) hidden defects or the natural nature and condition of the goods;it shall be assumed that the damage arose from this risk and that we are not at fault for the damage. The Customer is free to prove the contrary.
13. If a damage is attributable both to the realization of one of the hazards mentioned in Clause 12 and to a fault on our part leading to liability, the obligation to pay damages shall depend on the extent to which the hazard mentioned in Clause 12 on the one hand and our fault on the other have contributed to the damage.
14. If we are liable to pay compensation for damage to or total or partial loss of goods in accordance with Sections 429, 430 of the German Commercial Code (HGB), this liability shall be limited to an amount of 2 SDR per kg gross of the lost or damaged goods. Any extended liability of GEFCO in accordance with Section 435 German Commercial Code (HGB) shall remain unaffected, as well as liability in accordance with the CIM.
15. In cases not covered by clause 14 - in particular in the area of warehouse keeper liability - our liability is limited to 2 SDR per kg gross of the lost or damaged goods, but not more than EUR 35,000 per damage event. If the Customer's damage consists of a difference between the target and actual inventory levels, our liability shall be limited to EUR 70,000 per year, notwithstanding the above, irrespective of the number and form of the inventories carried out and the number of loss events causing the inventory difference.
16. GEFCO is not liable for consequential damages to goods and pure financial loss. This does not apply in the cases of section 435 German Commercial Code (HGB) or Art. 36 CIM, in the case of injury to life, body or health and if we - outside the scope of application of section 435 German Commercial Code (HGB) or Art. 36 CIM - cause damage intentionally or through gross negligence.
17. The exclusions and limitations of liability set out in Clause 15 shall not apply if the Customer has separately notified the nature and value of the goods in writing prior to their delivery and has entered the value in the order transmitted for the goods concerned. The same shall apply if the Customer has notified the amount of a special interest in the event of loss of or damage to the goods in writing before delivery of the goods and has entered the amount of this interest in the order transmitted for the goods in question.
18. In the case of declarations of value pursuant to Clause 17, the maximum limit of liability shall be determined by the declared value of the goods and/or the

special interest. We shall insure the goods declared by value or the special interest declared by value against the risk of loss or damage for the period of their custody of the goods at the respective declared value and charge the costs to the Customer as a fee surcharge.

19. Outside the scope of application of section 435 of the German Commercial Code (HGB) or Art. 36 of CIM, the exclusions and limitations of liability set out in Clauses 15 and 17 shall not apply if we cause damage by gross negligence or wilful misconduct, or for damage resulting from injury to life, body, or health.
20. Insofar as GEFCO owes only the conclusion of the contracts necessary for the provision of the contractual services, it is liable only for the careful selection of the third parties engaged by it.
21. Unless we have agreed otherwise, the basis for calculating the price of the Customer's shipment is either the actual (effective) weight or the space required by the shipment (chargeable or volume weight). The larger weight figure in each case is the basis for the calculation of the freight rate as chargeable weight. The volume weight determined according to the formulas mentioned below is thus compared with the actual weight of the shipment. The basis of the rate calculation is the higher value of both weights. If the volumetric weight is greater, this is used as a basis for calculating the prices. If the actual weight is higher, this is the basis of the price calculation.

The chargeable weight/volume weight is calculated according to the following factors:

Railroad

In case of price per ton, a minimum chargeable weight per train is agreed.

22. The prices offered do not include VAT and are based on the shipment structure and volume data provided by the Customer. If VAT is incurred, it will be shown separately on the invoice in the amount applicable on the date of invoicing. Unless otherwise stated in the offer or unless individual rates have been agreed with respect to the additional charges, costs for customs inspection, waiting times, storage fees and levies as well as demurrage/detention, etc. are calculated after disbursement. The prices quoted are, unless we have agreed otherwise with the Customer, excluding goods transport insurance. We cover these at the expense of the Customer only after his express written request. In particular, in the event of an extension or reduction of the performance requirements of the Customer to us, changes in the shipment structure data, the volume and/or the time specifications, we will make appropriate price adjustments in consultation with the Customer. Carrier surcharges (e.g. fuel or security surcharge) or fees will be passed on to the Customer v.a.t.o.s. (valid at time of shipment). If, after the conclusion of the contract, taxes, customs duties, freight charges, fees, parking and detour costs or other costs affecting the price of our services are increased or newly introduced, or if costs beyond our control are incurred, we may increase the prices for our services accordingly or charge the corresponding costs to the Customer in accordance with the display. GEFCO is entitled to charge seasonal price surcharges, if necessary. If the subject of the transport is dangerous goods or other goods for the transport or storage of which special regulations exist or perishable goods, higher prices shall apply, unless otherwise stated in the offer, which shall be agreed between the parties before the transport is carried out.

23. Unless otherwise stated in our offer or otherwise agreed, the following billing and payment terms apply:

In the case of rail transports, the settlement can be made immediately after the start of the transport.

Payment term: 10 days from invoice date

If customs duties and/or import sales tax are handled by GEFCO, these costs will be invoiced to the Customer on a daily basis; the Customer must reimburse the amount paid plus a presentation commission of 2% of the amount paid within 7 days after invoicing at the latest.

The Customer may only set off claims that are undisputed or have become res judicata ("rechtskräftig"). This shall also apply to the assertion of rights of retention and rights to refuse performance. Offsetting or assertion of a right of retention or right to refuse performance on the basis of a counterclaim for compensation of costs of rectification of defects or additional costs of completion arising from the same legal relationship shall always be possible in deviation from sentence 1.

24. The Customer is obliged to support us in the execution of the contractually assumed obligations. In particular, the Customer shall inform us in good time of all factors and data relevant to safety and all other factors and data affecting the performance of the contract, in particular the number, type, weight and size of the goods to be handled and any special characteristics of the goods (e.g. centers of gravity). Furthermore, the Customer shall check the accuracy of all information contained in the documents provided by GEFCO and shall immediately notify GEFCO of any incorrect information.

Permits shall be obtained prior to our commencement of performance by the party to the contract in whose area of responsibility the permit falls. The Customer shall clearly and permanently mark the goods to be handled with the marks necessary for proper handling.

We are not obliged to check the correctness of documents, permits or loading instructions (hereinafter referred to as "Documents") which we have received from the Customer or third parties attributable to him. In particular, we are not obliged to check the authenticity of signatures or the power of representation of the signatory. This shall not apply if we receive justified indications that give rise to doubts as to the correctness of the documents.

25. Compliance with customs, tax, or other legal and official regulations regarding the import and export of the goods to / from the Federal Republic of Germany or the EU, in particular obtaining the relevant permits, is the responsibility of the Customer.
If we accept full or partial customs clearance after explicit prior agreement, we will only act as a servant of the Customer. The Customer remains obligated to fully settle any requested customs duties, taxes, levies, contributions or similar obligations. In the event of a possible claim for the aforementioned amounts, the Customer is obliged to release us from this payment obligation upon first request.
26. Cases of force majeure for the purposes of these Terms and Conditions include, for example, labor disputes, war, embargo, energy shortages, sanctions, pandemics/epidemics, fire, transport obstacles, IT hacker attacks, overcrowding/congestion in ports, "slow steaming" ("Langsamfahrt"), non-operation/closure of routes, official and/or government measures, natural disasters. They shall interrupt our performance obligations for the time of their duration plus a reasonable start-up time and the extent of their effect. This shall also apply if we are in default. We shall notify the Customer without delay of the occurrence of a case of force majeure and the expected duration of the hindrance as well as the resulting costs.
27. GEFCO's policies prohibit directly or indirectly engaging in or supporting or participating in activities and transactions with Iran, Cuba, Syria, Russia and North Korea ("Sanctioned Countries"). Prohibited Activities include transportation and warehousing activities such as labeling, picking, packing and loading of goods shipped to or from the Sanctioned Countries. Customer agrees (i.) that the Contractual Services do not require GEFCO or GEFCO Affiliates to perform activities related to the Sanctioned Countries, and (ii.) that it will not require or cause GEFCO or GEFCO Affiliates to perform such activities. GEFCO shall have the right to refuse orders, requests for new services or changes in services that involve such prohibited activities.
28. The law of the Federal Republic of Germany shall apply in each case - even for sections of a multimodal transport. The validity of applicable mandatory international transport law codifications (e.g. CMR, CIM) remains unaffected.
29. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is Frankfurt/Main, Germany. However, we reserve the right to sue the Customer also at his general place of jurisdiction. The international jurisdiction of further courts according to mandatory international transport law codifications applicable to the contract remains unaffected.
30. Should individual provisions of the contract concluded between the Customer and us be or become invalid or void, this shall not affect the validity of the remainder of the contract. The parties shall replace the invalid or void provision with a provision that comes closest to the economic sense and purpose of the invalid or void provision in a legally effective manner. The above provision shall apply accordingly in the event of loopholes. Should individual clauses of these Terms and Conditions be or become invalid, section 306 para. 1 and para. 2 of the German Civil Code (BGB) shall apply in deviation from the above.
31. No action by us, other than an express waiver, shall constitute a waiver of any right or claim to which we are entitled. A delay in exercising the rights of us shall also not be deemed a waiver of the right concerned. A one-time waiver of a right shall not be deemed a waiver of the right on any other occasion.

Section B - Special provisions for rail transport

1. The uniform rules concerning the Contract of International Carriage of Goods by Rail (CIM) and the General Conditions of Carriage for International Carriage of Goods by Rail (GTC-CIM) published by CIT, as amended from time to time, shall apply to international carriage. These conditions shall also apply to international carriage insofar as the CIM and the GTC-CIM do not contain any provisions. If transport operations are carried out abroad, the valid General Terms and Conditions of the railroad undertaking operating in that country shall apply. In addition to these Terms and Conditions, all regulations for the carriage of dangerous goods by rail apply, in particular (i) the Regulation on the National and International Carriage of Dangerous Goods by Road, Rail and Inland Waterway (GGVSEB) and the Regulations concerning the International Carriage of Dangerous Goods by Rail (RID), (ii) the General Contract of Use for Wagons (RID), (iii) the UIC Loading Guidelines.

2. A consignment note shall be issued by the Customer unless expressly agreed otherwise. For international shipments, a CIM consignment note shall be issued. The consignment note shall be deemed to be the transport order.
3. Wagons and loading units: In principle, the Customer shall provide the wagons required for the transport; if GEFCO is to provide the necessary wagons, a separate agreement shall be made in this regard. In this case the Customer is responsible for the correct indication of the required number and types of wagons and loading units. If the Customer provides wagons, the Customer undertakes to provide only wagons whose keepers have acceded to the General Contract for the Use of Wagons (GCU) or to provide us with such wagons as if they fulfilled the requirements of the GCU. The currently valid version of the GCU is available on the Internet at www.gcubureau.org. If the Customer hands over wagons, he shall make them available at the agreed place in due time before the start of the transport. The Customer shall check the wagons and loading units provided for their suitability and for visible defects when they are handed over to us or before loading and shall inform us immediately of any defects found.
4. Loading/unloading, loading deadlines, and loading regulations:
 - 4.1 The Customer is responsible for loading and unloading, unless otherwise agreed. The relevant regulations, guidelines and specifications must be observed during loading and unloading. We are entitled to inspect wagons and loading units for safe loading.
 - 4.2 If the Customer recognizes that an agreed deadline cannot be met for any reason, this must be communicated to us immediately in writing, by e-mail, stating the reasons and the expected duration of the delay.
 - 4.3 If the Customer violates his contractual or legal obligations, if there is a significant discrepancy between the agreed and actual cargo, if the permissible total weight is exceeded or if the type of goods or loading impedes the transport, we shall request the Customer to remedy the situation within a reasonable period of time. After fruitless expiration of the deadline, we are entitled to take measures according to section 419 para. 3 sentences 2 to 4 of the German Commercial Code (HGB), also at the expense of the Customer, or to demand that the Customer unload the goods immediately. GEFCO need only tolerate the unloading of the goods to the extent that this is possible without disadvantages to its operations and without damage to the senders or recipients of other shipments.
 - 4.4 The Customer is obligated to immediately remove loading and unloading residues at the loading point including the access roads at his own expense.
 - 4.5 The Customer shall be liable for damage to wagons or loading units provided by us caused by him or by third parties commissioned by him to wagons or loading units, unless the Customer is not responsible for the damage. Third parties in the aforementioned sense include the consignee or vicarious agents acting for the consignee in the course of unloading.
5. Cancellation provisions: Insofar as the Customer cancels scheduled orders, we shall be entitled to the following remuneration despite the canceled order:
 - 5.1. in case of cancellations less than 24 hours before the agreed time of departure, we receive from the Customer 90% of the agreed payment for the cancelled single order or round trip,
 - 5.2. in case of cancellation up to 48 hours before the agreed time of departure, we receive from the Customer 70% of the agreed payment for the cancelled single order or round trip,
 - 5.3. in case of cancellations earlier than 48 hours before the agreed time of departure, we receive from the Customer 50% of the agreed payment for the cancelled single order or round trip.
 - 5.4. If we are responsible for the cancellation, no cancellation fees will be charged.
 - 5.5. In principle, any cancellation must be made in writing.
 - 5.6. The Customer does not owe any cancellation fee according to the above clauses if GEFCO is responsible for the reason of the cancellation.
6. Obstacles: Within the scope of section 419 of the German Commercial Code (HGB), we are entitled to park the loaded means of transport. For the duration of this parking we are liable for the diligence of a prudent businessman.
7. Presumption of loss: For the occurrence of the presumption of loss pursuant to Section 424 (1) German Commercial Code (HGB), a further period of 30 days after the expiry of the delivery period shall apply uniformly for domestic and cross-border transports.
8. Hazardous goods: The Customer shall observe the relevant hazardous goods legislation for the transport of hazardous goods. Dangerous goods will only be

accepted/delivered by us if it has been agreed in writing with the sender/consignee that we will assume the safety and care obligations until the goods are picked up or made available and, in the case of goods of classes 1, 2 and 7, that we will also physically hand over/take over the goods. Class 1 and 7 shipments are to be inspected in advance with sufficient advance written notice prior to shipment. The transport of weapons of war is excluded.

Within the scope of its share of liability, the Customer shall indemnify us against all obligations arising during transport, safekeeping, or other handling vis-à-vis third parties, as well as due to the peculiar nature of the goods and failure to comply with the duties of care incumbent on the Customer.

Hazardous goods as well as uncleaned empty and not degassed pressurized gas tank cars will not be stored or parked by us. Storage and parking require a special written agreement.

9. Combined Transport: Combined Transport within the meaning of these Terms and Conditions shall be understood to mean the transport of empty and loaded cargo units, other containers and goods by different means of transport on the basis of a uniform contract of carriage. Loading units within the meaning of these Terms and Conditions are:

- Containers for overseas transport whose dimensions, corner fittings and strength are standardized by the International Standards Organization (ISO),
- Inner containers for European mainland traffic,
- Swap bodies, i.e. bodies that can be exchanged during operation, semi-trailers,
- trucks and semitrailers when using the "rolling highway".

Cargo units must comply with the respective valid legal regulations and technical provisions (e.g. according to DIN, EN, UIC leaflets).

Cargo units that the Customer hands over to us must be operationally safe and suitable for the cargo. As a matter of principle, cargo units are parked by us outdoors.

Upon prior separate agreement, we can take care of filling out the necessary transport documents and related services for the Customer.