

## **General Terms and Conditions (GTC)**

### **1. Scope, deviation and supplementing provisions**

- 1.1. These General Terms and Conditions (GTC) apply to the national and international transportation of goods and other transport related services (such as handling, (temporary) storage) provided by HSL Netherlands. These GTC apply to any and all offers, quotations made or contracts entered into by HSL Netherlands with the customer/consignor.
- 1.2. The application of general terms and conditions of the customer/consignor is explicitly ruled out by HSL Netherlands.
- 1.3. International transport of goods by rail shall be subject to the uniform rules concerning the Contract for the International Carriage of Goods (CIM). In the event of national transport of goods by rail, the Contract for the International Carriage of Goods (CIM) shall likewise be applicable. To the extent CIM does not apply mandatorily on a contract of transport, CIM is declared applicable as choice of law and in addition to that Dutch law shall apply.
- 1.4. In respect of other services provided by HSL Netherlands, on which the CIM is not compulsorily applicable, these GTC apply.
- 1.5. On wagon related matters the General Contract for General Contract of Use for Wagons (GCU) shall be applicable.
- 1.6. On the carriage of dangerous the ADR or RID is applicable.
- 1.7. On loading of cargo into or onto wagons the UIC – Loading guidelines are applicable.

### **2. Service agreement, individual agreements**

- 2.1 The basis of the services to be rendered by HSL Netherlands may be a service agreement to be concluded with the customer/consignor in writing. The renewal, amendment or conclusion of a new service agreement shall not require the written form. Should the service agreement not have been signed by both parties, any confirmation of HSL Netherlands not immediately contravened by the customer/consignor shall be binding. The latter may be sent via email, fax or telephone. The service agreement shall contain any essential service data required for the conclusion of individual contracts, in particular freight contracts (e.g. relation, cargo, type of wagon, load unit, price per unit). These general conditions apply to any service agreement entered into by HSL Netherlands.
- 2.2 Individual contracts shall be concluded by order of the customer/consignor and acceptance by HSL Netherlands. The order shall be considered accepted when HSL Netherlands fails to object within a reasonable time period or renders the commissioned service without objection. The general conditions shall apply to any individual contract entered into by HSL Netherlands.

**3. Consignment note, transport order**

- 3.1 To the extent not agreed otherwise, the customer/consignor must issue a corresponding consignment note. The “CIM Consignment Note Manual (GLV-CIM)” applies to the completion of the CIM Consignment Note; The “CUV Wagon Note Manual (GLW-CUV)” applies to the completion of the CUV Wagon Note.
- 3.2 The complete consignment note/wagon note issued by the customer/consignor is deemed the transport order that, together with the service agreement or individual contract entered into by HSL Netherlands constitutes the contract of carriage. The customer/consignor is liable for the correctness and completeness of the information included in the transport order even if the customer/consignor is not using a consignment note/wagon note when issuing the transport order. In order to ensure safe transportation, the customer/consignor shall affix the note “food, animal feed or contact material” to the consignment note if food or animal feed or the respective packaging is transported.
- 3.3 Specification of cash on delivery, declaration of the value of the goods and specification of the interest in the delivery are not permitted in the transport order/consignment note. HSL Netherlands expressly objects to any kind of declaration of value or interest, in particular those which may increase the maximum liability amounts provided for in international conventions.
- 3.4 The customer/consignor shall generally use the electronic consignment note/wagon note. To the extent the customer/consignor does not use an electronic consignment note/wagon note and the parties have not agreed otherwise, the particulars required for the performance of the consignment shall be transferred electronically.
- 3.5 The transport order must be transmitted in due time and is binding for the customer/consignor upon receipt by HSL Netherlands.

**4. Wagons and load units (LUs) made available by HSL Netherlands**

- 4.1 At the customer/consignor’s request, but subject to availability, HSL Netherlands shall provide suitable wagons, load units (LUs) and loading equipment. The provided equipment shall be in a technical condition and state of cleanliness to permit the intended use of which HSL Netherlands has been notified by the customer/consignor in advance.
- 4.2 Unless otherwise agreed, HSL Netherlands shall be entitled, in accordance with the particular requirements in each case, to change the type of wagons and loading units to be supplied – particularly the wagon category, even when this stated in the transport order – provided that the customer/consignor’s interests are taken into account.
- 4.3 The customer/consignor shall inspect the provided wagons, loading units and loading equipment prior to loading whether they are suitable for the intended purpose as well as whether there are any apparent defects. In particular the customer/consignor shall inspect the cleanliness and suitability of the cargo hold and shall promptly notify HSL Netherlands of any complaints.
- 4.4 Unless otherwise agreed, the loading and unloading deadlines (free time) specified HSL Netherlands shall apply. If the free time is exceeded, demurrage fees will be charged. Furthermore the customer/consignor shall be liable for any resulting fees or fines charged on HSL Netherlands by third parties (including rail infrastructure managing companies) or claims of such third parties.
- 4.5 The customer/consignor is liable for any damages or losses relating to the wagons, the loading units and loading equipment caused by it or any third parties instructed by it

including any subsequent costs in connection with any repair time in a workshop. The customer/consignor is not liable if the damages are caused by a defect already existing at the time of the handing over. The customer/consignor shall promptly report any damages or accident to HSL Netherlands.

- 4.6 The customer/consignor shall use the wagons, loading units and loading equipment handed over HSL Netherlands only for the contractually intended purpose.
- 4.7 The customer/consignor must notify HSL Netherlands if empty or loaded wagons as well as loading units are ready for collection.
- 4.8 The customer/consignor is responsible to return unloaded wagons and loading units at the agreed handover point or terminal by the specified date and time in a condition suitable for their re-use (in particular fully emptied, properly disinfected and/or cleaned and complete including any unattached parts). In the event of non-compliance HSL Netherlands will charge a remuneration for the costs incurred and may claim damages if any.

5. **Wagons provided by the customer/consignor**

- 5.1 The "General Contract for the Use of Wagons (GCU)" applies to the use of wagons by HSL Netherlands as a means of transport. The applicable version of the GCU, as amended from time to time, may be found on the Internet under [www.gcubureau.org](http://www.gcubureau.org).
- 5.2 The customer/consignor warrants to only hand over such wagons whose keeper is a signatory to the GCU or to place HSL Netherlands in the same position as if the respective holder is a signatory to the GCU.
- 5.3 The customer/consignor shall ensure that the wagons handed over to HSL Netherlands are maintained by a certified entity (Entity in Charge of Maintenance, ECM) and are officially approved in accordance with applicable European and domestic law. HSL Netherlands is entitled to refuse acceptance of wagons which are not suitable for the proper use.
- 5.4 The customer/consignor ensures that the loading or transport units, and loading equipment provided by the customer/consignor are safe to operate and suitable for a safe transportation of the goods, suitable for the transportation, approved and codified as well as in a condition which complies with the relevant applicable standards. The customer/consignor is liable for any damages incurred by HSL Netherlands in connection with any loading or transportation units and loading equipment provided by the customer/consignor and the customer/consignor shall indemnify HSL Netherlands for any claims of third parties.
- 5.5 In the event tank wagons or tank containers are used to consolidate/carry fluid cargo, it is the customer/consignor who has the duty to make sure that after completion of discharge, the wagon or container valves are properly swept dry. In the event discharge is entrusted to a terminal, such terminal is understood to be the servant of the customer/consignor and the latter shall make sure and stand bail that this duty is properly performed by the terminal. HSL Netherlands has no duty to verify whether wagon or container valves are properly swept dry.

## **6. Loading regulations**

- 6.1 Loading and unloading including arranging terminals slots shall be the responsibility of the customer/consignor, unless otherwise agreed. The UIC Loading Guidelines regulate the details. HSL Netherlands shall be authorized to inspect wagons and Loading Units for operationally reliable loading. The customer/consignor shall arrange for terminal slots to ensure smooth and timely loading/unloading.
- 6.2 Should the customer/consignor violate its obligation arising from para 6.1, should a considerable deviation between the agreed and actual (weight of the) cargo exist, should the admissible total weight be exceeded or the transport be impeded by the type of cargo or loading, HSL Netherlands shall request the customer/consignor to remedy the problem within a reasonable time period. Once said period has lapsed without success, HSL Netherlands shall also be authorised to assert the rights according to Article 13 Section 2 CIM. In the event a considerable deviation is found between the agreed and actual (weight of the) cargo, the result of which is not that the total admissible weight is exceeded, HSL Netherlands shall employ best endeavors to perform the transport, the customer/consignor having the duty to reimburse any extra costs to HSL Netherlands and if the agreed transport price is in any part defined by the weight of the cargo, HSL Netherlands is entitled to pro-rata parte additional freight.
- 6.3 The customer/consignor shall seal covered wagons, containers, swap body trailers, semi trailers or other ITUs of closed design used for the purpose of combined transport which are handed over for transportation after loading. The seals must be of such type and design which is suitable for the identification of the goods and for their use as evidence in connection with the relevant transport law and, if applicable, must comply with the requirements of customs and other administrative authorities.
- 6.4 The customer/consignor shall have the duty to immediately remove any loading and unloading residue at the loading point, including the access routes, at its own expense; should HSL Netherlands be required to do so by way of execution by substitution, the customer/consignor shall be liable for any costs incurred in the process.

## **7. Transport and delivery hindrances**

- 7.1 Should transport and delivery hindrances exist, HSL Netherlands shall be authorised to store the loaded means of transport. For the duration of such storage, HSL Netherlands shall be liable for the care of a prudent businessman. Any storage costs incurred as a result shall be borne by the customer.

## **8. Delivery period**

- 8.1 The delivery period does not include Sundays or public holidays.
- 8.2 If timetables are communicated to the customer/consignor, such timetables are not deemed to constitute an agreement on the delivery period within the meaning of Art .16 section 1 CIM. The delivery period is always to be calculated in accordance with Art. 16 section 2-4 CIM.

**9. Dangerous goods, accompanying document**

- 9.1 The customer/consignor must comply with the regulations applicable for the transportation of dangerous goods (pursuant to ADR or RID). In particular, the customer/consignor has to notify HSL Netherlands of the dangerous goods in writing and provide all information and documentation required for the performance of its duties.
- 9.2 The customer/consignor is responsible for complying with the relevant safety regulations and duties of care for dangerous goods up to the acceptance of the dangerous goods and as of the time of delivery of those goods, and must ensure this by taking suitable measures. Each consignment must comply with the regulations applicable for the carriage of dangerous goods prior to their acceptance.
- 9.3 Dangerous goods shall only be accepted/delivered by HSL Netherlands, if the acceptance the duties to take due care and to take acceptance of class 1 and 2 goods, have been agreed in writing with the dispatcher/recipient.
- 9.4 The customer/consignor shall indemnify HSL Netherlands against all obligations arising during the transport, the custody or other handling vis-à-vis third parties, as well as those which are attributable to the individual characteristic of the cargo and non-compliance with the duties of care incumbent upon the customer.
- 9.5 Dangerous goods shall not be stored by HSL Netherlands, not even due to storage of loaded transport means on the respective transport route. Possible exceptions would exist in the event of corresponding patrolling / surveillance the individual wagons. The storage of uncleaned empty tank wagons or tank containers for over 8 hours – should the last cargo have been a material with high risk potential in terms of the RID (Clause 1.10.3.1.2 therein) – or for over 8 hours in the event of other dangerous materials, shall require a special written agreement. Uncleaned empty and non-degassed pressurised gas tank wagons and pressurised gas tank containers shall not be stored for longer than 8 hours by HSL Netherlands.
- 9.6 In the event storage of loaded or empty tank wagons or tank containers within the framework of art. 9.5, whether on the basis of agreement, or without explicit agreement, HSL Netherlands is legally required to perform an inspection to discover any anomaly every 8 hours. The costs of inspection shall be borne by the Customer/Consignor.

**10. Remuneration, invoicing, ban on offsetting**

- 10.1 The charges payable by the customer/consignor include:
- a) freight rates, i.e. all charges for, or related to, the transportation of goods between the place of acceptance and the place of delivery;
  - b) ancillary charges, i.e. charges for any additional services performed by HSL Netherlands;
  - c) customs duties, i.e., taxes and other amounts collected by customs and other administrative authorities;
  - d) any other costs incurred by HSL Netherlands and supported by appropriate documentation.
- 10.2 All prices cited by HSL Netherlands are in euros and exclusive of the prevailing value added tax, currently amounting to 21%.
- 10.3 Unless otherwise agreed or mentioned on the invoice, the invoices of HSL Netherlands shall fall due for payment on the date the invoices are issued. The customer/consignor shall pay the service charge free of any deductions for taxes, levies or other costs.

- 10.4 HSL Netherlands reserves the right to adjust the price for contractually owed services to price changes customary in the market and to invoice the customer/consignor. In the event of a price increase, HSL Netherlands is obliged to inform the customer/consignor of the reasons for the price change in writing or text form two weeks before it takes effect. HSL Netherlands must explain the reasons for the price increase to the customer/consignor in a concrete and comprehensible manner. This includes in particular the breakdown of the price items which lead to the changed final price. Justified circumstances for a price increase can be, for example, the increased energy prices due to war. If the price increase is unreasonable, the customer/consignor has the right to terminate the contract in writing or text form without observing a notice period at the time the price change is made. The customer/consignor will be informed of this separately in the notification of the price change. An unreasonable disadvantage exists in particular if HSL Netherlands increases the price for the service within half a year by 5% compared to the contractually agreed price. Should the customer/consignor make use of his right of termination, the price change will not become effective. HSL Netherlands undertakes to pass on any price reductions to the customer/consignor by reducing the contractually agreed price accordingly.
- 10.5 Should the customer/consignor fall into arrears with a payment, all receivables of HSL Netherlands arising from the business relationship shall fall due for immediate payment, without the need for any separate notice of default. Furthermore interest shall be due on the basis of art. 6:119a Dutch civil Code (DCC) and any costs for collection of payment shall be for account of the customer/Consignor.
- 10.6 No offsetting and no exercising of a right of retention against receivables of HSL Netherlands shall be admissible.

## 11. **Cancellations or postponements**

- 11.1 In the event parties have agreed on a fixed train to be hauled by HSL Netherlands, cancellation by the customer/consignor will result in HSL Netherlands invoicing the following cancellation fee:
- i) cancellation after scheduled departure: 100% of round trip price;
  - ii) cancellation less than 48 hours before scheduled departure: 65% of the agreed circulation/tonnage price;
  - iii) cancellation between 48 and 96 hours before scheduled departure: 40% of the agreed circulation/tonnage price;
  - iv) cancellation between 96 and 120 hours (5 calendar days) before scheduled departure: 10% of the agreed circulation/tonnage price.
- 11.2 in the event parties have agreed on a fixed train to be hauled by HSL Netherlands, postponement between 2-24 hours (for a single leg of a round trip) in making the train available for taking over by HSL Netherlands for departure will result in a fine to be paid by Customer/Consignor as follows:
- |  |            |
|--|------------|
| - postponement train before Wednesday Week -1:                         | No fine    |
| - postponement train after Wednesday Week -1                           | € 2.000,00 |
| - postponement on the same day (or later) as scheduled train departure | € 3.000,00 |
| - delay, from 6 hours after the planned departure                      | € 2.000,00 |
| - delay, from 10 hours after the planned departure                     | € 2.600,00 |
| - delay, from 24 hours after the planned departure                     | € 3.000,00 |

- delay, from 36 hours after the planned departure

€ 3.400,00

In addition, HSL Netherlands is entitled to claim reimbursement for any and all additional costs arising from the postponement (such as costs of reserving locomotive and train personnel, costs of track capacity). If the postponement is more than 36 hours, the train shall be treated as cancelled (see clause 11.1).

**12. Customs and other administrative regulations**

- 12.1 To the extent not agreed otherwise, respectively if mandatory law does not provide otherwise, the customer/consignor is responsible for the due customs clearance of the goods to be transported within the prescribed time limit.
- 12.2 To the extent HSL Netherlands is responsible for customs clearance pursuant to a specific agreement, HSL Netherlands acts as direct agent of the customer/consignor with respect to customs matters. HSL Netherlands is entitled to grant a power of attorney to third parties as its (sub-)agent in relation to the performance of the customs formalities.
- 12.3 The instruction to forward goods in bond or deliver them free house shall also authorise HSL Netherlands to effect the customs clearance and to advance customs and excise duties and fees. HSL Netherlands shall invoice the customer/consignor the expenses actually incurred and duly supported for such services, as well as for any delays for which HSL Netherlands is not responsible on the occasion of the performance of such services.
- 12.4 Prior to the respective transport implementation, the customer/consignor shall inform HSL Netherlands without utmost diligence whether the cargo concerned comprises EU- or non-EU goods and, if necessary, whether a customs treatment by HSL Netherlands is required. The customer/consignor shall also inform HSL Netherlands whether the cargo concerned needs to be transported according to a tax suspension procedure.
- 12.5 Provided HSL Netherlands, or any party instructed by it, complies with customs and other administrative provisions, HSL Netherlands charges an adequate remuneration for such services as well for any delay resulting from the performance of these services which is not attributable to HSL Netherlands.
- 12.6 HSL Netherlands is entitled to reject consignments if the seals attached by the customs and other administrative authorities are compromised or defective and/or any deadlines imposed by the customs authorities have expired or are expected to expire during the transportation.
- 12.7 The customer/consignor shall provide the relevant shipment data for the customs transit procedure (packages, weight/gross weight, identification of goods [in particular seals, serial numbers], time limit [date]). HSL Netherlands is entitled to reject consignments if the shipment data is not provided at least two hours before the goods are to be handed over for transport.
- 12.8 The customer/consignor shall indemnify HSL Netherlands for any potential damages caused by the non- compliance with customs and other administrative provisions.

**13. Special terms and conditions for combined traffic**

- 13.1 In combined traffic, HSL Netherlands transports empty and loaded LUs and renders supplementary services according to special agreement (e.g. the completion of the required transport papers). LUs in terms of these General Terms and Conditions for the Performance of Services are:

- containers for overseas traffic, whose dimensions, corner fittings and strength are normalised by the International Organisation for Standardisation,
  - inland containers for the European mainland traffic, and
  - swap bodies, i.e. hot-swappable structures.
- 13.2 LUs must comply with the prevailing legal regulations and technical provisions (e.g. according to DIN, EN, UIC leaflets).
- 13.3 LUs provided to HSL Netherlands by the customer/consignor must be operationally reliable and suitable for the load. The customer/consignor shall be liable for any damage caused by unsuitable, defective or non operationally reliable LUs.
- 13.4 LU shall only be stored by HSL Netherlands in the open air.
- 13.5 HSL Netherlands may assume the completion of the required transport papers and thus the associated services on behalf of the customer. A special contract shall be concluded for this purpose.

#### 14. **Liability**

- 14.1 To the extent not agreed otherwise, for the international transport of goods by rail, the Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM) in their most recent version shall apply. For the national transportation of goods by rail, the provisions of the CIM shall apply accordingly insofar as permitted by mandatory law.
- 14.2 With regard to any other services related to the transportation of goods (such as handling, (interim) storage) HSL Netherlands is only liable for damaged goods, their partial or total loss in the case of HSL Netherlands' fault and only up to the amount of 8.33 Special Drawing Rights (SDR) per kilogram of the damaged or lost goods.
- 14.3 The liability of HSL Netherlands is limited to direct damages. Liability is excluded for any consequential damages like loss of revenue. HSL Netherlands does in particular not accept any liability if the damage is caused by force majeure, acts of God, war and civil war or warlike events, industrial actions, lockouts, industrial unrest, political acts of violence, riots, other events of civil unrest, sabotage, confiscation, or interventions by the government or by order of an administrative authority or in the event the damage is caused by theft resulting from breaking and entering, robbery or any other criminal acts of third parties.
- 14.4 HSL Netherlands shall not be liable for damages caused by:
- i) weather-related adverse conditions during loading, transport and unloading, including in particular freezing of the cargo or of the transport LUs;
  - ii) hindrances caused by the infrastructure operator (Netherlands: ProRail, Germany: DB Netz AG), including inter alia building work on the rail infrastructure, delayed timetabling, restricted track availability, track disruption, points failure, lubricant film on the rail, misguided action, damaged overhead cables, hindrances due to third-parties (e.g. suicide, derailment of third-part rail transport companies, terrorist attacks, vandalism);
  - iii) delays in the transport process due to the delayed return or delayed unloading of the wagons, should these be caused by the customer/consignor or the latter's subcontractor; as well as contaminations and load residue in the employed wagons following loading or unloading by the customer/consignor, the recipient or the subcontractor thereof.
- 14.5 The above applies equally to the liability of any board members servants, personnel, locomotive drivers, staff, independent subcontractors employed by HSL Netherlands in the performance of its services.



- 14.6 In the event of a third party claiming damages from HSL Netherlands arisen in relation to the performance of duties under a specific contract with the customer/consignor, for which it is not liable under the contract concluded with the customer/consignor the latter shall indemnify and hold harmless HSL Netherlands above and beyond the liability exposure under the contract concluded including this general conditions.
- 14.7 Unless otherwise by mandatory law,(CIM, GCU), all claims against HSL Netherlands become time barred after one year from the date of delivery of the relevant goods.
15. **Applicable law, Place of jurisdiction**
- 15.1 The law of the Netherlands is applicable to any and all legal relationships involving HSL Netherlands.
- 15.2 The court in Rotterdam, Netherlands, has exclusive jurisdiction regarding any claim of the customer/consignor against HSL Netherlands. In the event of a claim of HSL Netherlands against the customer/consignor either the court in Rotterdam, Netherlands, or the court of the place of residence of the customer/consignor shall have exclusive jurisdiction.
16. **Miscellaneous**
- 16.1 Amendments and supplements of agreements between the customer/consignor and HSL Netherlands shall require the written form.
- 16.2 Should one or more provisions of these General Terms and Conditions of Performance of Services or of the contract concluded based on such General Terms and Conditions of Performance of Services be or become invalid, this shall not affect the validity of the remaining terms and conditions or of the contractual terms and conditions. The parties shall instead replace the invalid provision by a valid provision most closely resembling the desired economic purpose of the invalid provision. The same shall apply to any gap in the provisions.
- 16.3 The customer/consignor shall not be entitled to use the business relationship with HSL Netherlands as reference or for advertising purposes without the latter's consent.
- 16.4 The customer/consignor undertakes to maintain confidentiality regarding all information, knowledge and documents received from HSL Netherlands, or otherwise obtained from the field of HSL Netherlands or of one of the latter's affiliated undertakings, e.g. offers, (operational) concepts, technical and other data, personal data, operating secrets, know-how, drawings and other documents, to refrain from making such accessible to third parties and to use such only for the purpose of handling the respective delivery/service.
- 16.5 This obligation shall continue to apply for 2 years beyond the termination of the contractual relationship.
- 16.6 Please note that all telephone calls to the main telephone number 0031 85 902 77 30 may be recorded for training purposes.

Rotterdam, December 2025