

## Terms and Conditions of Use

railMybox

Dated: 1 December 2023

### 1. INTRODUCTION

1.1 The railMybox platform (also referred to as the “**Platform**”) is provided and operated by EUROGATE Intermodal GmbH (postal address: Kurt-Eckelmann-Str. 1, 21129 Hamburg) (also referred to as “**EGIM**”). The Platform addresses business clients planning to order transport and logistics services from EGIM (also referred to as the “**Customer(s)**”).

1.2 These Terms and Conditions of Use apply to the use of the Platform by all Customers and other legal entities as well as natural persons and partnerships with unlimited legal capacity (also referred to as the “**User(s)**”). In addition to the Customers, their agents may also classify as Users of the Platform. In relation to the Customer, and if the contract is concluded through the Platform, the General Terms and Conditions of Transport as amended at the time the contract is concluded apply in addition to these Terms and Conditions of Use (together the General Terms and Conditions of Transport and Terms and Conditions of Use are also referred to as “**GTC**”). Any terms and conditions of the Users that deviate from these GTC or supplement these GTC do not apply when using the Platform.

### 2. SERVICE SCOPE

2.1 The Platform facilitates the conclusion of contracts for transport and logistics services. The transport and logistics services include in particular transporting containers by rail freight transport and multimodal transportation. The Platform also provides other services and functions in accordance with these GTC.

2.2 EGIM gives Customers access to the Platform once they have successfully registered via a free website.

2.3 The Platform enables the Customer to enter into contracts with EGIM for using transport and logistics services. EGIM is entitled to use third parties as sub-contractors for rendering the services.

2.3.1 To initiate an order for transport and logistics services, the Customer can submit a corresponding offer to this effect using a Platform-supported dialogue (“**Customer Offer**”).

2.3.2 The Customer Offer must at the very least contain the information requested in the mandatory fields appearing along the click path. Some details of the offer are specified by the Platform and cannot be changed by the Customer (e.g. agreeing to the General Terms and Conditions of Transport, fee amount).

2.3.3 In a final process step, the information provided in the Customer Offer is summarised and displayed to the Customer on the Platform. The Customer Offer is submitted to EGIM with binding effect by pressing a button that concludes the offer process.

2.3.4 A legally binding contract between the Customer and EGIM to provide the agreed transport and logistics services is only concluded once EGIM accepts the Customer Offer. EGIM will inform the Customer via the Platform if it accepts the Customer Offer. There is, however, no obligation on the part of EGIM to accept the Customer Offer.

2.3.5 The Customer is able to revoke the Customer Offer at any time before it has been accepted without giving reasons using the functions provided by the Platform.

2.3.6 If the contract is concluded, EGIM will send the Customer a booking confirmation with a summary of the contract’s content via email.

2.4 The Platform also provides supporting functions to the Customer. In particular, these include functions for

- Access management: The Access Management function enables the Customer to assign individual key Users a User account with limited rights within the Customer's account and to administer this account. The declarations and actions made and carried out by key Users via such a User account are attributed to the Customer as their own declarations and actions and work directly to the Customer's benefit or detriment.
- Order changes: The Customer can ask EGIM to change a contract for the provision of transport and logistics services that has already been concluded. If this is not possible using a function on the Platform, the Customer may direct such requests to the helpdesk (especially if the contents can no longer be edited).
- Document management: The Platform also enables the Customer to access information relevant to the order.
- Tracking: The Platform can be used to retrieve information on the interfaces in the forwarding process. As EGIM partly depends on data supplied by third parties in this respect (e.g. depots or terminals), it is not possible to guarantee when the data will be available. EGIM will endeavour to make data on the relevant waypoints available for Customers and other authorised third parties as promptly as possible.

2.5 Furthermore, EGIM provides other additional functions on the Platform. Explanations as to exactly what these functions do along with their terms and conditions of use can be found on the Platform.

2.6 EGIM is entitled to make changes to the Platform as part of its further development and optimisation, provided that this does not negatively impact the main performance features.

2.7 The claim to being able to use the Platform exists only within the limits of the recognised state of the art. EGIM is deemed to have fulfilled its duty to perform if the annual average availability of the Platform is 97%. EGIM reserves the right to temporarily limit access to the Platform or individual functions if this is required with regard to capacity limits, the safety or integrity of servers or to carry out technical measures or if this serves to properly render or improve the services (maintenance work). In doing so, EGIM will consider the legitimate interests of its Customers, especially by giving them prior notice.

2.8 It is agreed that Section 312i (1) sentence 1 nos. 1 to 3 of the German Civil Code (BGB) do not apply to contracts concluded for the use or provision of logistics and transport services.

### 3. REGISTRATION AND USER ACCOUNT

3.1 The Customer and all other Users must register free of charge before being able to use the Platform. All mandatory fields on the registration form provided for this purpose must be completed in full and properly for the registration to be successful. EGIM must confirm the registration – which takes place by creating and activating an individual User account. Confirming registration is at the discretion of EGIM.

3.2 Only legal entities as well as natural persons and partnerships with unlimited legal capacity who are acting within the capacity of their commercial or independent professional activity may register as a Customer. EGIM reserves the right to limit the group of potential Customers by imposing additional selection criteria. Being registered as a Customer is conditional on a successful compliance test carried out in accordance with EGIM's internal criteria. The documents required in this respect are requested during the registration process or, if applicable, also outside of the process.

3.3 Customers are required to provide information that is complete and truthful at all times. If the data provided or requirements change after registration, Customers must inform EGIM thereof without delay via the Platform's corresponding functions. The same applies to other Users as well. Where Users register as the agent of a Customer, EGIM reserves the right to request that the Customer or its key User approve such registration. EGIM reserves the right to compare the data provided by the Customer with other available data (e.g. the IMP platform), without being obliged to do so.

3.4 Users must keep their login credentials (especially passwords) secret and store them carefully. They are furthermore obliged to use the Platform to inform the support team without delay if there are indications that their login credentials have been and/or are being used by third parties without authorisation. EGIM will not pass on User passwords to third parties and will never ask Users in an email or on the phone to provide their password. Users are generally liable for any and all activities performed when logged in with their credentials if they are responsible for the login credentials being misused.

3.5 User accounts are not transferable.

#### 4. REQUIREMENTS OF THE USER CONTENT

4.1 Customers may only use the Platform for the purpose of contracting transport and logistics services provided by EGIM. In doing so, Users are required to provide information that is complete and truthful about themselves, the respective project and the other contents, and to update this information on an ongoing basis. Users also undertake to comply with the rules of netiquette.

4.2 Customers are responsible for the contents provided (e.g. information on the goods to be transported, for instance if they are dangerous goods).

4.3 Customers hereby grant EGIM the rights of use for the content provided to the extent that this is required by EGIM to render the contractual services. Customers warrant that they and their agents will only provide content that they are entitled to use for the purpose of achieving the contractual purpose and that such content is not subject to any conflicting third-party rights. Customers further warrant that the content and contributions provided by them or their agents do not violate any legal provisions.

4.4 If claims are asserted vis-à-vis EGIM due to a violation of individual rights, legal provisions or these GTC caused by a Customer or their agents, the respective Customer shall indemnify EGIM in this respect upon first demand. The Customer shall also assume any costs incurred by EGIM for its required legal defence, including court and lawyer's fees in the statutory amount. This does not apply if and insofar as the Customer is not responsible for the violation.

4.5 EGIM may promote the Platform and the content posted by Customers and their agents (in an anonymised or pseudonymised form) itself and through third parties, such as by including it on other websites, software applications, in e-mails or in other media.

#### 5. GENERAL USER OBLIGATIONS

5.1 It is not permitted to use the Platform to develop new contacts and/or communicate with other Users, in particular with the aim to conclude contracts for the provision of services (in particular transport and logistics services) outside the Platform.

5.2 Customers are required to create backup copies of their data stored on the Platform so as to be able to quickly restore such data in the event of it being lost.

5.3 Customers are responsible for meeting the current system requirements for using the Platform and must themselves ensure they have the technical conditions required to access the Platform. For some functions, it may also be necessary to allow cookies to be saved and to activate JavaScript.

5.4 Customers must take any and all precautions needed to secure their systems, in particular to use the standard security settings of the operating system and the browser as well as to use up-to-date protective mechanisms to prevent the infiltration of malware. Customers are further obliged to ensure that the agents with User status also meet these requirements.

5.5 Users must notify EGIM of any allegation becoming known to them that intellectual property rights in relation to the EGIM Platform have been violated in order to enable EGIM to defend its rights without delay. The same applies to violations of the GTC by other Users.

#### 6. CONFIDENTIALITY

6.1 In the course of initiating, concluding and performing contracts for transport and logistics services, Users might share Confidential Information (as defined below) with EGIM.

6.2 “**Confidential Information**” means any and all information, documents (including electronic ones) and matters which are appropriately marked or are to be regarded as confidential from the circumstances, such as in particular any and all information about customer data, business relationships and transactions as well as operational needs.

6.3 EGIM is entitled to make this information available to third parties (e.g. sub-contractors) in the context of initiating, concluding and performing contracts for transport and logistics services, insofar as this is required to fulfil the contract.

6.4 Users and EGIM are also required to maintain strict confidentiality about any Confidential Information pertaining to other Users, to treat it as strictly confidential, to refrain from using it themselves or have it used by third parties, to guard it against access by third parties and to take appropriate measures, at least to the extent they would for their own affairs, to prevent third parties from obtaining knowledge of and/or using Confidential Information.

6.5 The obligation under Item 6.4 does not include Confidential Information about a User or companies associated with the User in respect of which EGIM can demonstrate that

- said information was already known to EGIM when the contract for transport and logistics services was first initiated or that it subsequently became known to it through a third party, without any confidentiality agreement, statutory provision or official order being violated as a result;
- said information was already in the public domain or generally accessible when the contract for transport and logistics services was first initiated or became publicly known or generally accessible thereafter, provided that this did not occur as a result of a confidentiality agreement being violated;
- said information must be disclosed due to legal obligations or by order of a court or public authority. As far as permitted and possible, Users shall notify each other about any disclosure obligations without undue delay and provide an opportunity for action to be taken against it.

## 7. FEES AND BILLING

7.1 EGIM does not charge a fee to use the Platform.

The fee for using transport and logistics services is calculated using a dynamic pricing algorithm. The fee due for the respective services is determined on the basis of the individual transport order and the terms agreed for such order (see Items 7.2 and 7.3).

7.2 The fee is calculated dynamically in each case as are any additional services for the use of transport and logistics services and will be shown to the Customer or its representative on the Platform before the contract for using transport and logistics services is concluded.

7.3 Further details on the amount of the fee are specified in the contracts concluded on the basis of the General Terms and Conditions of Transport.

7.4 All prices are net and subject to statutory taxes.

7.5 Customers may only set off claims against EGIM that have been legally established or are undisputed.

## 8. MANIPULATION AND DISRUPTION OF SYSTEM INTEGRITY

8.1 The Platform may only be used by means of the search forms and User interfaces offered by EGIM. It is not permitted to use the Platform by means of software that directly accesses databases and interfaces belonging to EGIM. Civil action will be taken against any violations in this respect, for instance, on the grounds of interfering with a business that has been established and is being exercised, and may also result in criminal prosecution for unauthorised interference with related proprietary rights under Sections 108 et seqq. of the German Copyright Act (UrhG).

8.2 Activities aimed at rendering the Platform inoperable or making its use more difficult are prohibited. Users may not do anything that may result in an unreasonable or excessive load being placed on the Platform's infrastructure. Users are not permitted to block or modify Platform content or to otherwise interfere with the Platform in any way other than by means of the Platform's functions intended for this purpose.

8.3 Users are prohibited from falsifying or manipulating results of the Platform by providing false or misleading information, by means of technical measures or through any other form of misuse.

## 9. DELETING CONTENT AND OTHER MEASURES

9.1 EGIM may take the following action if there are concrete indications that a User has violated any statutory provisions, these GTC or the rights of third parties, or if EGIM has another legitimate interest in doing so (particularly where payment has not been made):

- Issue a warning to the User;
- Restrict the extent to which the User can use the Platform;
- Terminate the User Contract;
- Terminate the User Contract for cause; and
- Temporarily block Users, in particular with the result that the User can no longer log in.

9.2 When deciding on which action to take, EGIM will consider the severity of the violation along with the legitimate interests of the User concerned, in particular whether there is anything to suggest that the User was not at fault for the violation.

## 10. LIABILITY

10.1 The liability under contracts for transport and logistics services is governed by the General Terms and Conditions of Transport.

10.2 In all other cases, EGIM is not liable vis-à-vis the Customer for violations of obligations caused by ordinary negligence, unless said violations cause injury to life, limb or health, they affect warranties or unless they pertain to claims under the German Product Liability Act (ProdHaftG). This applies notwithstanding any liability arising from the violation of obligations that need to be met in order for the contract to be properly performed and that the counterparty can normally count on being adhered to (in this case, EGIM is only liable to the extent needed to compensate for any damage that can be typically expected at the time of entering into the contract). The same applies where vicarious agents cause any violation of obligations.

## 11. AMENDMENTS TO THE GTC

11.1 EGIM reserves the right to amend these Terms and Conditions of Use in writing at any time and without providing any reasons therefor with effect for the future. The amended Terms and Conditions of Use will be shown on the Platform and will be sent to the Users by email to the address provided in the respective User account no later than four weeks before they become effective. The amendments are deemed to be accepted if the Customer agrees to the amendments by using the corresponding functions on the Platform.

## 12. DURATION AND TERMINATION

12.1 Once a User account has been successfully created and activated by EGIM in accordance with the details under Item 3 of these Terms and Conditions of Use, this means that an open-ended contract has been concluded between the User and EGIM on using the Platform in accordance with the GTC (also referred to as the “**Contract of Use**”).

12.2 EGIM may terminate the Contract of Use at any time with 14 days notice by sending an email to the address provided in the respective User account. Users may terminate the Contract of Use at any time with a notice period of 14 days by deactivating their User account in the settings of that account. The termination of the Contract of Use by a Customer does not affect the existing transport orders in force with this Customer (see also Item 12.4).

12.3 Both Contracting Parties retain the right to terminate without notice for cause. Cause exists for EGIM in particular if (i) the User violates at least one of the provisions set out in Items 3 to 6 or Item 8 of these Terms and Conditions of Use or one of the provisions set out in Items 4 to 5 of the General Terms and Conditions of Transport, (ii) facts become known which call into question the legitimacy of the User or (iii) there are justified grounds to suspect that the User is acting fraudulently.

12.4 Contracts concluded in accordance with the General Terms and Conditions of Transport for the provision of transport and logistics services remain unaffected by the termination of the Contract of Use unless these contracts are also terminated as per the provisions contained therein. The provisions set forth in these Terms and Conditions of Use apply analogously beyond the term of the Contract of Use to contracts for the provision of transport and logistics services that have not yet been terminated.

### **13. FINAL PROVISIONS**

13.1 These GTC are governed exclusively by and construed in accordance with the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods of 11 April 1998.

13.2 The place of performance is Hamburg. The exclusive place of jurisdiction for disputes with merchants, legal entities formed under public law or investment funds formed under public law is also Hamburg.

13.3 These GTC constitute the entire agreement and understanding of the Contracting Parties with respect to the subject matter herein and supersede any and all oral or written agreements or understandings between the Contracting Parties with respect to the subject matter herein.

13.4 In the event of contradictions between individual parts of the contract in relation to the Customer, the following order of precedence applies:

- Terms and Conditions of Use for railMybox
- General Terms and Conditions of Transport
- German Freight Forwarders' Standard Terms and Conditions (ADSp) 2017

Should individual provisions of these GTC be or become void or ineffective in whole or in part, this will not affect the validity of the remaining provisions.

## General Terms and Conditions of Transport

Dated: 1 April 2022

### 1 DEFINITIONS

- 1.1. "ADSp 2017" refers to the 2017 version of the German Freight Forwarders' Standard Terms and Conditions.
- 1.2. "General Terms and Conditions of Transport" refers to these General Terms and Conditions of Transport.
- 1.3. "Working day" means any of the days Monday to Saturday excluding statutory public holidays in Hamburg or, if the regulation pertains to services at a loading or unloading point, statutory public holidays at that location.
- 1.4. "Customer" describes the contractual partner commissioning EGIM to provide services.
- 1.5. "EGIM" refers to EUROGATE Intermodal GmbH in Hamburg.
- 1.6. "Terms and Conditions of Use" refers to the EGIM's Terms and Conditions of Use for railMybox.
- 1.7. "Platform" refers to the railMybox Platform that can be used via a website.
- 1.8. "Transport order" refers to the individual contractual relationship formed between the Customer and EGIM under Item 2.3 of the Terms and Conditions of Use.

### 2 APPLICABLE PROVISIONS

- 2.1. The content of an individual contract concluded between the Customer and EGIM is primarily specified in the documentation for the individual transport order.
- 2.2. The Terms and Conditions of Use, these Terms and Conditions, and the provisions of the ADSp 2017 also form part of the contract. In Item 23, the ADSp 2017 limits the statutory liability for damage to goods as per Section 431 of the German Commercial Code (HGB) in the amount of 8.33 SDR/KG per claim or per loss event to EUR 1.25 million and/or EUR 2.5 million or 2 SDR/KG, whichever is higher. These agreements do not apply if they conflict with mandatory statutory provisions in individual cases. When the Platform requests the value of the goods, this serves to enable the provision of the respective services, for instance in connection with a shipping order; it does not serve to include a value in the bill of lading within the meaning of Art. 34 CIM or similar provisions.
- 2.3. Other terms and conditions, in particular general terms and conditions of purchase or other terms and conditions of the Customer, do not apply.
- 2.4. The transport orders are subject to German law, including any applicable international conventions in individual cases.

### 3 EGIM's services

- 3.1. EGIM provides the transport service described in the transport order and may make use of sub-contractors to do so.
- 3.2. EGIM does not guarantee any fixed times, neither for loading nor for delivering the transport goods. All the dates stated on the Platform are deemed non-binding estimates that can only be met if, including other factors, rail traffic and, where applicable, road traffic conditions allow. The arrival of the means of transport may deviate to a reasonable extent from the planned dates.
- 3.3. In particular, EGIM does not offer highly time-critical services, where failing to meet the times stipulated in the transport order may typically result in damages that are higher than the actual value of the agreed freight. The Customer must in particular plan in reasonable time windows in order to avoid the risk of container demurrage, detention, storage or other similar claims arising. EGIM is not a suitable service provider for orders where even missing a time slot by just a few hours would lead to such claims being made.

3.4. EGIM will endeavour to comply with the requested time slots and dates for collection and delivery, yet these remain non-binding. What this means is that it must also be possible for goods to be accepted and delivered outside of these times or time slots during normal business hours.

3.5. The order placed with EGIM usually does not include the following services unless they were offered by the Customer or its representatives on the Platform (this might apply, for instance, with regard to customs transit), ticked along the click path and confirmed by EGIM:

- 3.5.1. customs clearance or other customs procedures;
- 3.5.2. weighing containers or otherwise determining the VGM;
- 3.5.3. loading and unloading containers or means of transport;
- 3.5.4. returns and transfers;
- 3.5.5. providing equipment for securing the cargo; and
- 3.5.6. providing or cleaning containers or inspecting their condition.

3.6. The EGIM services offered under the label of railMybox refer to the transport of certain types of ISO containers. The Customer or their representatives must select the appropriate type of container when carrying out a booking. If a certain type of container cannot be selected, it cannot be transported on the route in question. Usually it is not possible to transport reefer containers due to a lack of electricity supply and monitoring. Likewise, dangerous goods can only be transported if the corresponding option is available along the click path. If this option is not available, the Customer may not hand over dangerous goods to EGIM for transport under a contract concluded in accordance with these Terms and Conditions.

3.7. Transporting dangerous goods is not always possible. When receiving a corresponding request, EGIM will review whether the order can be carried out; if this is not the case, EGIM will not confirm the order. The Customer is obliged to provide EGIM with all the information that is required for transporting dangerous goods in due time, thereby taking into account the ADR/RID 2019 (both as amended).

3.8. The following goods are generally excluded from carriage. The Customer may not place orders with EGIM to carry the following prohibited goods:

- 3.8.1. Dangerous goods of the classes 1, 4.1, 4.2, 5.2, 6.2 or 7 under ADR/RID 2019 (both as amended);
- 3.8.2. Goods listed in table 1.10.3.1.2 of the ADR/RID 2019 (both as amended);
- 3.8.3. Goods of a certain size or weight that can only be transported with special vehicles and permits;
- 3.8.4. Goods to be towed or recovered;
- 3.8.5. Containers with a gross weight of more than 35 t;
- 3.8.6. All the goods in the list of prohibited goods as amended, which is available below in the Annex "Goods subject to prohibitions and restrictions";
- 3.8.7. Waste: In principle, it is possible to transport waste that requires a licence. However, before shipping and presentation of such waste to customs, our rail operator and truck service provider will check the transportability in Germany by means of the classification number under the German Waste Catalogue Ordinance (AVV).

## 4 OBLIGATIONS OF THE CUSTOMER

4.1. The Customer must ensure that the loader or recipient makes the declarations required at the place of loading or unloading to perform the transport contract and takes actual action such as handing over or taking possession of the goods. The loader is the person from whom the goods are to be collected as per the transport order or valid instructions.



- 4.2. The Customer is responsible without limitation for securing the cargo in/on containers; the containers used must be suitable for rail and road transport and certified in line with normal practices.
- 4.3. If collection and/or delivery per truck has been agreed or if possession of the goods is to be taken and/or they are to be delivered to a rail terminal operated by the loader or recipient or their agents, the Customer must ensure that all access routes to the respective loading and unloading points are free of dangers and obstacles and can be reached for loading/unloading at the agreed times.
- 4.4. If collection and/or delivery per truck has been agreed, the Customer allows the driver to control the loading/unloading.
- 4.5. When transporting dangerous goods, the Customer must provide any and all information required at the time of booking and observe all applicable national and international regulations. The Customer must also supply EGIM with the relevant documents required for transport.
- 4.6. When transporting waste, the Customer undertakes to comply with the applicable laws and to provide truthful information on the origin and type of waste. This applies in particular to stating and transmitting the European waste classification codes and preparing the required accompanying documents.
- 4.7. The Customer must ensure that all taxes and import duties relating to the cargo will be or have been paid by the Customer. There is no obligation incumbent upon EGIM in this respect.
- 4.8. Damage claims must be reported as soon as possible, but certainly within the statutory time limits, by e-mail to [EGIMSchadenmanagement@eurogate.eu](mailto:EGIMSchadenmanagement@eurogate.eu). The report must include clear photographic evidence and descriptions.

## 5 REMUNERATION

- 5.1. EGIM is entitled to receive the freight agreed for the individual contract as remuneration (see Item 7 of the Terms and Conditions of Use). Legal provisions stipulating that claims for additional remuneration or reimbursement of expenses exist remain unaffected.
- 5.2. The freight offered by EGIM is calculated, among other factors, on the basis of the weight stated when submitting the booking request. If it is ascertained at a later date that the actual gross weight differs from the weight stated in the request, EGIM is entitled to demand adjustment of the remuneration (increase for higher weight and decrease for lower weight). As the calculation of the freight depends not only on the weight, it would not be appropriate to adjust the freight in proportion to the weight difference. Therefore, EGIM will determine the exact amount of the remuneration adjustment at its own reasonable discretion. EGIM will use the algorithm that also serves to calculate the price as a guideline. This provides for an exponential price increase as the weight increases, which, especially if the actual loading weight (without container tara) exceeds 15 t, will lead to non-linear and considerable price increases if the additional weight had not been declared at the outset.
- 5.3. Additional fees will also be charged if the goods are to be accepted or delivered at a container terminal, train station or comparable hub. These are listed in the ancillary costs for railMybox that are available at the end of this document (see "Ancillary costs" section). The version of the Ancillary costs document that was published at the time the transport order was requested applies.
- 5.4. Unless otherwise agreed in the respective transport order, the following rules apply to the point of collection or delivery (each a "point of loading") if it was agreed that the goods be collected and/or delivered by truck: The Customer must ensure that the truck is dispatched at the loading point within the time frame and in accordance with the organisational processes customary at that point of loading. If obstacles at a loading point outside the organisational sphere of the Customer or its contracting party or the operator of the loading points lead to waiting times, EGIM will, notwithstanding the legal provisions, not charge any demurrage. For other waiting times, EGIM reserves the right to charge demurrage in accordance with the legal provisions.

- 5.6. EGIM issues the Customer with an electronic invoice by e-mail after the service has been provided.
- 5.7. If the Customer and EGIM agreed payment terms in a framework contract or a special contract for the railMybox business, such payment terms apply. Otherwise, the invoice amounts are due within 14 days after the invoice date.
- 5.8. All amounts stated are net and must be paid together with value added tax at the statutory rate.

## 6 BILLS OF LADING AND PROOF OF TRANSPORT HANDLING

- 6.1. The digital POD (proof of delivery) via the railMybox App serves as conclusive evidence of the transport having been carried out and of the delivery having been made. The Customer ensures that the loading and unloading points provide a digital signature on the smartphone or tablet presented by the company making the delivery, provided the driver, terminal or other agent of EGIM offers this function. If the goods are collected or delivered at a rail terminal operated by EGIM's (sub-)contractors, the documentation is carried out as customary at such terminal.
- 6.2. The digital bill of lading is made available by digital means to the companies legitimately involved in the transport (available for download on the Platform and e-mail).

## 7 INSTRUCTIONS

- 7.1. The Customer has the right to issue instructions as provided for by law. EGIM is entitled to the statutory claims in this case, in particular to the reimbursement of any expenses and appropriate remuneration.
- 7.2. To the extent that this is technically possible, any such instructions must be communicated via the Platform.

## 8 TERMINATION, CANCELLATION AND CHANGE ORDER

- 8.1. The Customer is entitled to submit a cancellation request for a transport order via the Platform at any time before the work to handle the order has begun. EGIM will then propose to the Customer the conditions to arrange cancellation. If the Customer confirms the cancellation on this basis, the conditions offered by EGIM apply and the transport order is cancelled. If the Customer fails to confirm the cancellation in due time, the transport order remains in force and unchanged. EGIM will endeavour to offer the Customer cost-free cancellation until the order shows the status "dispatched", "booking closed" or any of the following status. EGIM, however, reserves the right to suggest a fee for the cancellation, especially if an order is cancelled after the aforementioned step of transport preparation has been completed or if EGIM is of the opinion for other reasons that cost-free cancellation would be inappropriate.
- 8.2. Where possible, EGIM will inform the Customer of the cost incurred before confirming the cancellation. If this is followed by a confirmation, the remuneration is deemed to have been contractually agreed. If EGIM does not provide information on the cost incurred before confirming the cancellation, the Customer owes EGIM the following amounts for the cancellation, where applicable: (1) the list of ancillary costs [see "Ancillary costs" section] shows, depending on the time of cancellation and other factors, where applicable, whether the cancellation incurs a charge and, if it does incur a charge, what this charge amounts to; (2) in addition to any amount owed as per (1), the Customer must reimburse EGIM for any amount EGIM might have paid to a contractor for cancelling a leg by truck, if applicable.
- 8.3. In addition to the cancellation request, the Customer may also exercise a statutory right of termination, in which case EGIM is entitled to the claims provided for by law.
- 8.4. Both Contracting Parties retain the right to terminate without notice for cause. Cause for EGIM to terminate a contract immediately exists in particular if:
- the Customer or the actual consignor or recipient offer goods for carriage which are not in keeping with the contract;
  - the Customer or the actual consignor or recipient refuse to cooperate as required (for example, loading or load-securing tasks incumbent upon the Customer);
  - safe and unobstructed access to the loading or unloading point is not possible;

- circumstances become apparent indicating that the risk of not being able to satisfy the claim for remuneration has substantially increased for reasons attributable to the Customer (in particular overdue claims stemming from previous transport orders, petition to open insolvency proceedings, notification of an increased risk of default by a corresponding service provider such as Creditreform), unless the Customer makes a corresponding advance payment; or
- information provided by the Customer about their company turns out to be false or unverifiable or there are other clear signs of fraudulent activities.

8.5. Where appropriate, EGIM will give the Customer a reasonable opportunity to clarify or remedy the situation before terminating the contract for cause.

8.6. The Customer is entitled to submit a request to change a transport order via the Platform. A change order is defined as any changes that affect the execution of the transport order (which is either planned or has already started). This includes, in particular, changes with regard to dates, times or addresses for collection or delivery. EGIM will communicate the conditions for a change agreement to the Customer after receiving such a request, provided that a change is operationally possible (contract change offer). This offer is usually time limited. The purpose of EGIM preparing such offers is generally to pass on additional costs or savings; a flat fee in accordance with the list of fees will also be added to any change to cover administrative expenses. The content of the offer is what determines the conditions. If the Customer agrees to the offer to change the contract, the agreed terms and conditions will apply. If the change agreement is not concluded in due time, the transport order will remain unchanged.

## 9 Final provisions

9.1. Every contract is governed exclusively by and construed in accordance with the laws of Germany.

9.2. The place of performance is Hamburg. The exclusive place of jurisdiction for disputes in connection with a contract with merchants, legal entities formed under public law or investment funds formed under public law is also Hamburg.

9.3. Any and all amendments or supplements to a contract, including this written form clause, must be made in writing to be valid (which, for the purposes of this provision, also includes the text form within the meaning of the German Civil Code (BGB)). Any and all other communications within the scope of the contract may, unless expressly agreed otherwise, be sent by e-mail to the e-mail addresses so designated by the Contracting Parties. Submissions made orally and by phone are, however, not sufficient.

9.4. In the event of contradictions between individual parts of the contract, the following order of precedence applies:

- Terms and Conditions of Use
- General Terms and Conditions of Transport
- German Freight Forwarders' Standard Terms and Conditions (ADSp) 2017

Should individual provisions of a contract be or become void or ineffective in whole or in part, this will not affect the validity of the remaining provisions.

\* \* \*

## Ancillary costs

railMybox

Last amended: 1 April 2022

### **1. General provisions**

The following ancillary costs and terms are based on the Terms and Conditions of Use for the railMybox Platform.

The prices shown in the offer process on the Platform include all the price components relevant for the standard transport (cost of transport, handling, levy under the German Renewable Energy Act (EEG)). The User is shown price updates (instant pricing) whenever certain parameters in the downstream booking process are changed or adjusted (e.g. loading weight, additional legs and points of loading and unloading, etc.). Additional services that can be booked through the Platform and any ancillary fees that might be charged in retrospect are shown in a table at the end of this document.

### **2. Transport order data**

All the relevant order data is requested via the Platform, depending on the type of transport and the goods to be transported. The User enters the data on the Platform. This information must be available no later than 12 noon on the day preceding the first requested shipping date in the order information on the Platform. The Platform reminds the User regularly and automatically of any missing data and pending deadlines.

### **3. Customs transit & NCTS validity periods**

If the "Customs goods" option is chosen on the Platform, it will generate a so-called NCTS transit declaration. The NCTS transit declaration is usually valid for 6 calendar days, starting on the date the respective load unit is shipped.

The maximum value of the goods is limited by making a corresponding entry on the Platform.

In addition to monitoring by the system, we rely on the duty of care on the part of the Customer/client in the scope of the NCTS shipping procedure. The recipient of the goods must ensure that the NCTS document is reported/submitted to the competent customs authority at the destination and that the shipping procedure is officially closed. Further, the recipient/user must check the NCTS documents for the end of the validity period and the correct seal number before removing the seal.

One NCTS transit declaration is prepared per load unit. The data required for preparing the NCTS transit declaration is provided in the shipping and order data requested during the booking process.

Any subsequent cross-border NCTS shipping procedures will be charged as incurred.

### **4. Submission of faulty NCTS data**

Where submitted NCTS data is faulty, EGIM will take over clarifying such inconsistencies together with the User. Inconsistencies may include differing volumes or weights and exceeding the validity period. While clarifying such inconsistencies, we will communicate with the competent customs offices and, if required, the recipients of the goods. Any customs-related costs, such as dunning fees or fines and costs resulting from tax assessment notices are not covered by this lump sum service fee.

## 5. Surcharges for transshipment at a port

Currently, railMybox cannot offer transshipment in the seaports. The Customer is responsible for landside collections or deliveries at the respective rail terminal (loadpoint). The Customer can retrieve the required information from the Platform.

## 6. Veterinary/phytosanitary inspection/fumigation and CPA

Currently, railMybox cannot offer the following services that might be requested by the authorities:

- Transshipment to veterinary authority
- Transshipment to phytosanitary inspection
- Transshipment to container fumigation
- Transshipment to CPA

The Customer must take the required measures on its own account and outside the Platform and must make the container available on the agreed date at the booked rail terminal.

## 7. Parking terms

### 7.1. Combined transport (rail + truck)

All transports offered on the railMybox Platform include a two-day free parking period (arrival/departure by rail +1) at the respective inland terminal.

If the Customer books an earlier delivery or later collection than the date for presentation to customs in Germany booked on the Platform, any storage costs incurred will be calculated automatically on the Platform and billed. The mentioned amounts include any additional charges by the inland terminal in connection with billable interim storage.

Long-term parking is possible only at individual sites at the inland terminals and subject to limitations. It is assumed that the terminal can be freely accessed. The terminals reserve the right to limit the delivery and collection times if the terminal is about to be filled to capacity.

### 7.2. Delivery/collection by the Customer themselves (pure rail transport)

All transports offered on the railMybox Platform include a two-day free parking period (arrival/departure by rail +1) at the respective inland terminal.

The respective date of delivery or collection by the Customer at the terminal must be stated on the Platform for all orders booked via the Platform that do not require presentation to customs in Germany. If physical delivery or acceptance does not take place within the entered time period, the storage fees will be calculated on the basis of the actual gate-in/gate-out data provided by the terminal. In this case, we reserve the right to bill storage fees incurred in accordance with the list of Ancillary costs after the booking has been completed. The mentioned amounts include any additional charges by the inland terminal in connection with billable interim storage.

Long-term parking is possible only at individual sites at the inland terminals and subject to limitations. It is assumed that the terminal can be freely accessed. The terminals reserve the right to limit the delivery and collection times if the terminal is about to be filled to capacity.

## 8. List of ancillary costs

<b>NCTS T1 surcharge</b>	EUR 20.00 per transit declaration
<b>Fee for handling faulty NCTS data</b>	EUR 140.00 excl. VAT per case.
<b>Waste surcharge</b>	A surcharge of EUR 45.00 per container applies to waste transports.
<b>Rail cancellation fee</b>	48-24h before rail dispatch date: EUR 50.00 per container. <24h before rail dispatch date: EUR 100.00 per container.
<b>Truck cancellation fee</b>	48-24h before the first loading date: Handling fee amounting to 15% of the agreed transport cost. <24h before the first loading date: 100% of the transport cost.
<b>SOLAS weighing of packed container</b>	We charge a lump sum of EUR 75.00 incl. weighing certificate for weighing packed containers where available.
<b>SOLAS weighing of empty and packed container</b>	We charge a lump sum of EUR 105.00 incl. weighing certificate for weighing the empty and packed container where available.
<b>Waiting times</b>	For waiting times incurred as per Item 5.4 of the rMb Terms and Conditions of Use, we will charge EUR 50 for every half hour that commences after the included loading and unloading time per trip of 120 minutes has been exceeded.
<b>Seal</b>	We charge EUR 25.00 for affixing a seal.
<b>Rotary feeder</b>	The use of a chassis-mounted rotary feeder, where available, is subject to a surcharge of EUR 40.00.
<b>Tipper chassis</b>	The use of a tipper chassis, where available, is subject to a surcharge of EUR 50.00.
<b>Vertical loader</b>	The use of a vertical loader, where available, is subject to a surcharge of EUR 50.00.
<b>Side lifter</b>	The use of a side lifter, where available, is subject to a surcharge of EUR 50.00.
<b>Chassis rent</b>	If a chassis is used for more than 24h, we charge a fee amounting to EUR 45.00 for each additional 24h period that commences.
<b>Storage fee</b>	EUR 20.00 per day and container after the free inland storage period has expired (arrival/departure date +1).

## Annex “Goods subject to prohibitions and restrictions”

railMybox

Last amended: 1 April 2022

### 1. General provisions

We cannot transport the goods with the codes listed in this Annex under the existing shipping licence. Naturally, this does not include transport of goods subject to prohibitions and restrictions that leave the Hamburg port with “Community products” status (ATA, ATC or combined transport clearance).

HS Code	Goods denomination
kpl. Section 01	Live animals
kpl. Section 02	Meat and edible meat offal
kpl. Section 03	Fish and crustaceans, molluscs and other aquatic invertebrates
kpl. Section 04	Dairy produce; birds’ eggs; natural honey; edible products of animal origin, not elsewhere specified or included
kpl. Section 05	Animal originated products; not elsewhere specified or included
kpl. 0803	Bananas, including plantains, fresh or dried
kpl. 1701	Cane or beet sugar and chemically pure sucrose
kpl. 1702	Other sugars, incl. chemically pure lactose, maltose, glucose and fructose, in solid form; sugar syrups not containing added flavouring or colouring matter; artificial honey, whether or not mixed with natural honey; caramel
kpl. 1703	Molasses resulting from the extraction or refining of sugar
kpl. 2207	Undenatured ethyl alcohol of an alcoholic strength of $\geq 80\%$ ; ethyl alcohol and other spirits, denatured, of any strength
kpl. 2208	Undenatured ethyl alcohol of an alcoholic strength of $< 80\%$ ; spirits, liqueurs and other spirituous beverages
kpl. 2402	Cigars, cheroots, cigarillos and cigarettes of tobacco or of tobacco substitutes