

InterRail Europe GmbH General Terms and Conditions (GTC)

1. Activities/scope of services

- a) The Contractor (hereinafter referred to as "InterRail") operates as a rail transport service provider specialising in East-West transport. In this capacity, it offers combined transport, conventional wagonload transport and lorry transport, including delivery services to European terminals as well as transshipment business.
- b) As an additional service, InterRail also offers the rental and sale of containers.
- c) Independent of the aforementioned activities, InterRail acts as a freight broker for CIS railways. In this respect, InterRail operates as a commercial broker pursuant to Section 93 of the German Commercial Code [HGB].
- d) The provision of customs services is not included in InterRail's regular scope of services.

2. Contractual relationship

In principle, a contractual relationship between InterRail and the Customer only comes into existence after a written order has been placed by the Customer.

- a) Contracts are subject to the German Freight Forwarders' Standard Terms and Conditions 2017 (ADSp 2017) unless InterRail is acting as a freight broker (see 1c above) or is involved in the rental or sale of containers. Forwarding insurance is covered by Logistics Insurance Ltd / Marsh GmbH. If individual provisions of these written General Terms and Conditions conflict with ADSp 2017, the valid ADSp 2017 provision shall be subordinated.
- b) InterRail categorically excludes the acceptance and transport of the following goods: Explosive devices and ammunition (except hunting and sporting ammunition), explosives, self-igniting and radioactive substances, live animals. The Customer must observe the import and transit regulations for certain goods and submit permits to InterRail if required.
- c) The Customer shall be liable for the information provided and shall bear all consequences resulting from incorrect, inaccurate, incomplete or missing information. The same applies to all and any documents required by customs and administrative authorities in connection with freight transport, including late submission of such documents. Unless agreed otherwise in advance, InterRail shall not assist with the fulfilment of these formalities and shall not be liable for the incorrect collection of fees, taxes, duties, etc. by these authorities. Changes to orders and other instructions shall only be accepted if they are received in writing in good time. InterRail always acts within the scope of possibilities and regulations applicable to the respective transport carrier. Any costs for changes to and cancellations of orders shall be borne by the Customer.
- d) Offers made by InterRail are subject to a time limit. As long as the offer has not yet been accepted, InterRail reserves the right to revoke or amend the offer at any time, in particular if the economic, political or technical circumstances prevailing when the original offer was made have changed.
- e) The handover of dangerous goods to InterRail must be notified in advance with a minimum notice period of 3 working days. Where dangerous goods are to be transported, the Customer is obliged to provide all information necessary for the implementation of the special measures required for such transport and to comply with all national and international regulations, in particular as set forth in the international agreements RID, ADR, SMGS, IMDG and CSC.
- f) If any event occurs that prevents the execution of freight transport in accordance with the instructions received from the Customer, InterRail shall take all measures deemed expedient and appropriate. When placing the order, the Customer gives its consent to any measures to be taken. Irrespective of this, InterRail will always endeavour to coordinate the measures with the Customer before taking them. Additional costs

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incurred, in particular in connection with the protection and preservation of the containers and the cargo, shall be borne by the Customer. The same applies to obstacles to delivery.

g) The following special conditions apply to CIM and SMGS transport:

- A receipt (acknowledgement of receipt/proof of delivery) is not required (by derogation from Section 8 ADSp 2017);
- The transport contract is deemed to have been fulfilled when the consignment has arrived at the destination station;
- Subsequent instructions from the consignor can only be carried out to a limited extent after the goods have been handed over to the railway (by derogation from Section 9 ADSp 2017);
- No liability is assumed for loss of or damage to goods in open wagons or open-top containers (by derogation from Section 22 ADSp 2017);
- A statement of facts issued by the railway is required as proof of damage during transport (supplement to Section 25 ADSp 2017).

h) Delivery times are generally not agreed or guaranteed.

3. Provision/rental of means of transport, in particular containers

a) If the contract also includes the provision of means of transport, such as ISO containers or other special containers, railway wagons, lorries, etc., these must be ordered in good time before loading begins. InterRail accepts no liability for means of transport that are not provided or are provided late or rejected. If goods are not loaded onto the means of transport provided, InterRail shall be entitled to charge the costs incurred to the Customer.

b) The shipper (Customer) must check the condition of the means of transport before loading. The means of transport can be rejected if they are defective or unsuitable for the transport of the goods to be carried. If the means of transport are not rejected, they shall be deemed as accepted for transport in perfect condition. This provision also applies to means of transport purchased by InterRail on behalf of the Customer. The shipper (Customer) shall ensure that the means of transport provided to it by InterRail are handled carefully and appropriately. The shipper is liable for all damage to the means of transport during the period in which the shipper or any authorised agents of the shipper are in charge of the means of transport and is obliged to pay InterRail the replacement value in the event of loss or destruction of the means of transport. Rented containers must also be returned to the unloading station or nearby depot after unloading in a clean condition in accordance with the instructions of InterRail or the railway. InterRail equipment must be returned to the destination station within one week of acceptance by the shipper (Customer), otherwise InterRail shall be entitled to charge total loss fees. In the case of containers owned by the railway, the provisions of the respective receiving station apply.

c) The shipper (Customer) shall arrange loading at its own expense, take care of export formalities, arrange the sealing, take out transport insurance, supply and check all necessary accompanying documents, and ensure correct information concerning the quantity of goods and number of packages. The Customer shall inform InterRail of the type, quantity and weight of the freight loaded in the containers or wagons. This information serves as the basis for all advance notifications to all parties involved in the transport. The Customer is liable for the accuracy of the information and indemnifies InterRail against any consequences arising from incorrect information.

d) The Customer shall bear all consequences of faulty packaging and inadequate cargo securing. The parameters specified on the means of transport, in particular the load limit and legal regulations of the respective countries for road transport, must be observed. InterRail shall not bear any costs or charges for the provision of rail-bound means of transport in private sidings.

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4. Liability of InterRail

- a) InterRail is liable for its activities pursuant to Section 1a) of these General Terms and Conditions in accordance with the statutory provisions and relevant transport law conventions. Accordingly, liability for road transport is governed by the CMR or the German Commercial Code (HGB). Liability for damage to or loss of containers and the contents of wagons that can be localised on the rail-based section of a combined or conventional transport operation is, depending on the transport, subject to - the Berne Convention concerning the International Carriage of Goods by Rail as amended by the 1999 Protocol (CIM), or - the Convention concerning the International Carriage of Goods by Rail (SMGS), or - the respective national legislation applicable to the railway company responsible in the case of national rail transport. Liability is also subject to the provisions of Sections 22 to 29 ADSp 2017 limiting liability, in particular section 23 ADSp 2017.
- b) In connection with activities in accordance with section 1b), InterRail's liability shall be governed exclusively by the provisions of the German Civil Code (BGB) relating to rental and sales law.
- c) Furthermore, in connection with its activities as a freight broker in accordance with section 1c), InterRail's liability shall be governed exclusively by the provisions of the German Civil Code (BGB) on compensation for damages.

5. Due date of the invoice amounts

All invoice amounts due to InterRail are payable immediately upon presentation of an invoice. For a period of 12 months, InterRail reserves the right to issue an additional invoice for costs that were not known at the time of the main invoice. InterRail reserves the right to a lien or right of retention for all claims that have not been paid or have not been paid in full. The filing of a complaint does not release the Customer from its duty to pay the invoice.

6. General provisions

- a) Collateral agreements and deviating agreements must be made in writing.
- b) Should any provision in these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions.

7. Applicable law, place of fulfilment, place of jurisdiction

German law shall apply. The place of fulfilment and jurisdiction is Frankfurt am Main (InterRail's registered office).

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