



GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS – INTERMODAL TRANSPORT

GENERAL TERMS AND CONDITIONS

These General Conditions of TRAINMILE INTERMODAL, S.L., hereinafter referred to as TRAINMILE, define the scope and basis of the contract for the services provided by TRAINMILE.

1. SCOPE OF APPLICATION

The General Terms and Conditions of TRAINMILE apply to all offers, contracts and services relating to the organisation of the transport of goods by rail, forwarding services or other activities specified in these General Terms and Conditions.

- To these General Terms and Conditions, the Additional Terms and Conditions for "Terminal to Terminal" Services (Appendix I) shall apply to Clients who choose this service.
- To these General Terms and Conditions, the Additional Conditions for "Door to Door" Services, in Appendix II, will apply to Clients who choose this service.
- To these General Terms and Conditions, the Additional Conditions - Guaranteed Volumes, agreed by the Parties, in Appendix III, will apply to Clients who choose this service.

In the event of any discrepancy between the Spanish text of these General Terms and Conditions and the text in any other language, the Spanish text shall prevail.

2. APPLICABLE REGULATIONS AND DIRECTIVES

The text stipulates that certain international conventions and regulations apply, such as the CMR Convention on the Contract for the International Carriage of Goods by Road, done at Geneva on 19 May 1956, modified by the Protocol done at Geneva on 5 July 1978, COTIF (Convention concerning International Carriage by Rail) and its appendices CIM (Uniform Rules concerning the Contract for

International Carriage of Goods by Rail) and RID (Regulations concerning the International Carriage of Dangerous Goods by Rail). In addition, there are the ADR agreements (formally the Agreement concerning the International Carriage of Dangerous Goods by Road), the TDG regulations (Transportation of Dangerous Goods), the UIC Loading Guidelines (Code of Practice for the Loading and Securing of Goods in Railway Wagons) and, in general, all regulations concerning dangerous goods for transport by rail, road and, where applicable, by sea, as well as environmental regulations.

In addition, the LOTT (Land Transport Law) and the ROTT (Regulation of Land Transport Organisation for National Transport) apply to domestic road transport.

3. SETTLEMENT OF DISPUTES

In the event of any conflict or inconsistency between these General Terms and Conditions and any special Terms and Conditions provided by TRAINMILE or agreed in an offer, special terms and conditions or framework agreement, the latter shall prevail. These General Terms and Conditions are subject to the mandatory provisions of applicable law.

4. SUBJECT MATTER OF THE CONTRACT

4.1 The purpose of these General Terms and Conditions is to regulate the relationship between TRAINMILE and its Clients for the execution of a national or international system of combined transport services and related services. The General Terms and Conditions are accompanied, where applicable, by the relevant tariffs and/or special conditions agreed between TRAINMILE and the Client. Anything not provided for in these General Terms and Conditions shall be governed by the legal and/or regulatory

provisions or international agreements in force on the day the service is provided.

4.2 A copy of these General Conditions shall be sent to the Client upon simple request. However, the General Conditions are also published on the TRAINMILE website and are therefore deemed to be known by the Clients at the time of their reservation request. Unless otherwise agreed in writing by TRAINMILE, any reservation request implies the unconditional acceptance of these General Terms and Conditions. TRAINMILE's confirmation of a Client's reservation request constitutes the conclusion of a combined transport contract and related services, as well as the application of these General Terms and Conditions.

4.3 These General Terms and Conditions apply to all combined transport services provided by TRAINMILE from 15 October 2024.

4.4 TRAINMILE reserves the right to amend these General Conditions at any time. Clients will be notified of any changes to these General Terms and Conditions by any appropriate means at least one (1) month prior to the date of entry into force of the amended General Terms and Conditions. The new General Terms and Conditions shall apply to the Client after this period and shall replace the previously applicable General Terms and Conditions.

4.5 Any special provisions agreed between TRAINMILE and its Clients that differ from these General Terms and Conditions shall prevail over these General Terms and Conditions, provided that they have been the subject of a written agreement signed by the parties, and only for the conditions and duration provided for on the occasion of such departure. No amicable waiver of these General Terms and Conditions may be invoked as a precedent.

4.6 The Principal accepts and submits to the conditions established by the specific Intermodal Terminals used by him. A copy

of these terminal conditions will be sent to the Clients upon simple request.

5. PURPOSE OF THE CONTRACT

5.1 Under the contract for the carriage of goods, TRAINMILE undertakes to organise the rail transport of transport units to the agreed destination and the necessary reloading between road and rail.

5.2 Rail transport is the transport of loading units for intermodal transport by a railway company. It begins with the placing of the loading unit in the wagon and ends with the allocation of the wagons for unloading.

5.3 Reloading is the transfer of loading units between the participating road-rail transport modes and is carried out at the intermodal terminals allocated for each corresponding connection.

5.4 The contractual services of TRAINMILE begin with the delivery of the loading unit at the intermodal terminal of origin and end with the delivery of the UTI by handing it over to the Client or a duly authorised representative at the place of receipt.

5.5 If agreed in the freight transport contract, TRAINMILE will organise the road transport service at the origin and destination and the rental of the loading unit for the intermodal transport, whereby the Additional Terms and Conditions for Door-to-Door Services, see Appendix I, will apply.

6. OBLIGATIONS OF THE PARTIES. RESPONSIBILITY OF THE CLIENT

6.1 Separate services in connection with the transport of temperature-controlled transport units will only be carried out by agreement and in connection with a corresponding special agreement.

6.2 The Client must provide TRAINMILE with complete and correct information relating to the transport, which is relevant for the execution of the contract, with sufficient advance notice. This includes the transmission of certificates, other documents or information required for the proper execution of cross-border transport in accordance with customs regulations.

6.3 The Client undertakes to provide TRAINMILE with all accurate information required for the performance of the services and shall be responsible for the accuracy and completeness of the information provided for the execution of the order, regardless of whether it is at fault or not.

6.4 Accordingly, the Client shall indemnify and hold TRAINMILE harmless from and against any legal action, claim or recourse arising from inaccurate, incomplete or inapplicable information or documents and from late delivery thereof.

6.5 The Client undertakes to comply with the safety instructions issued by TRAINMILE and the Terminal and communicated to the Client and/or its employees.

6.6 The Client undertakes to inform TRAINMILE as soon as possible of any delay or postponement of a booking. If the Client fails to do so, the booking will be automatically postponed to the next day on which TRAINMILE has scheduled the connection and will be cancelled if it does not take place on that day, without the Client being entitled to any compensation.

6.7 TRAINMILE reserves the right to demand payment from the Client of the price of the booking and/or any additional costs in the event of postponement or cancellation of the booking by the Client.

6.8 Any transport of dangerous goods must be the subject of a feasibility study and be accepted by TRAINMILE. Reservations must specifically and explicitly state the type and quantity of dangerous goods to be loaded by the Client in accordance with the provisions of the TDG. In this case, the Clients shall be responsible for providing complete and accurate information on the dangerous goods and correct information in the order data, for providing any other necessary documents, for communicating precautionary measures and for attaching the appropriate dangerous goods labels.

7. DETECTION OF DAMAGE AND SHORTAGES

7.1. It is the Client's responsibility to notify either the local representative of TRAINMILE or the party delivering the transport unit or the goods, upon collection of the transport unit or upon delivery of the goods, of any loss or damage that may render TRAINMILE, the railway company or other third parties liable.

7.2. For services from terminal to terminal, the driver must position the road vehicle as instructed by the terminal staff. The driver must have adjusted the locking/latching mechanisms in such a way that the intermodal units can be safely loaded or unloaded onto the road vehicle. In the event of non-compliance with these rules, TRAINMILE shall not be liable for any damage caused to the road vehicle.

7.3. Any exceptions must be noted in the documents exchanged between the parties (such as a waybill) at the time of receipt and removal of the loading unit or at the time of delivery of the goods. This notification must identify the loss or damage with sufficient clarity.

7.4. The removal or unconditional acceptance of a loading unit or the goods delivered by the Client, or his representative shall extinguish any claim arising from the contract for loss, damage, or

late delivery. However, the recipient or his representative retains the right to file a claim for any damage that is not apparent or externally visible within five days. In this case, the claim should be addressed to:

- TRAINMILE by e-mail at legal@trainmile.com

8. LIABILITY

8.1 In general, each party shall be liable for all damage caused and shall indemnify TRAINMILE for all direct and consequential material damage for which it is responsible.

8.2 Each party shall be liable to third parties for all direct and consequential material damage for which it is responsible and shall indemnify the other party against all claims in this respect.

8.3 It is agreed that TRAINMILE shall not be liable for any damage attributable to the Client, its employees and/or subcontractors, in particular because of negligence, wrongful acts, or omissions and, in general, as a result of failure to comply with safety instructions.

8.4 TRAINMILE's liability shall be limited to the repair of proven, direct and foreseeable damage, in accordance with the legal and/or regulatory provisions or international conventions applicable on the day of the performance of the service, to the exclusion of any indirect damage.

8.5 TRAINMILE undertakes to comply with the Terms and Conditions of the service agreed with its Clients and to make all necessary efforts to ensure that these Terms and Conditions of the service are properly fulfilled.

8.6 If TRAINMILE fails to fulfil its obligations, the Parties agree that TRAINMILE may only be held liable in the following cases and according to the following conditions.

8.7 TRAINMILE's liability for land transport by rail and for all transshipment and storage activities in the ordinary course of transit shall be governed in accordance with the applicable law, for domestic transport, the LOTT and ROTT will apply, and for international transport, the CMR Convention will be applicable.

In the event of loss or damage occurring during a sea leg, liability shall be governed by the Hague-Visby Rules.

8.8. In accordance with the LOTT law, TRAINMILE's liability under contracts for the carriage of goods for loss of or damage to the goods is limited to one-third of the IPREM/day per kilogram of gross weight of the goods.

In accordance with the CMR Convention, TRAINMILE's liability under contracts for the carriage of goods for loss of or damage to the goods is limited to 8.33 Special Drawing Rights (SDR) per kilogram of gross weight of the goods.

If the Hague-Visby Rules apply, liability for damage to goods shall be limited to 2 SDR per kilogram of the gross weight of the goods.

8.9 In the event of late delivery within the framework of an domestic transport operation carried out by TRAINMILE, the Client shall be compensated in accordance with the provisions of the LOTT law.

In the event of late delivery within the framework of an international transport operation carried out by TRAINMILE, the

Client shall be compensated in accordance with the provisions of the CMR Convention.

It is agreed that claims for late delivery must be made within a maximum of sixty (60) days after delivery, on pain of exclusion.

8.10 Unless otherwise stipulated by mandatory legal provisions or provisions that take precedence over these General Terms and Conditions, liability for damage other than to goods, except for personal injury and damage to third party property, shall be limited to three times the amount that would be payable in the event of loss or damage, but shall not exceed a maximum of 100,000 euros per case of damage.

8.11 These limitations shall also apply to any non-contractual liability.

8.12 Upon payment of an agreed surcharge and prior to storage of the goods, the Client may specify in writing a value for increased liability that deviates from the agreed maximum amounts. In this case the value specified shall replace the maximum amount in question.

8.13 The limitations of liability set out in clauses 11.10 and 11.11 shall not apply if the loss or damage was caused by intent or gross negligence on the part of the TRAINMILE institutions or their indirect agents. These limitations of liability shall also not apply if the loss or damage, in the case of ordered storage, has been caused by the wilful or grossly negligent breach of essential contractual obligations, and otherwise by the wilful or negligent breach of essential contractual obligations.

8.14 Conditions for compensation

Claims for compensation in the event of loss, damage or delay must be sent by registered letter with acknowledgement of receipt to TRAINMILE at the following e-mail address: legal@trainmile.com.

Each claim for compensation must relate to a single event on which the compensation requested is based and must include the following information:

- Date of train or departure/transport
- Route/train (origin/destination and date and time of departure/arrival)
- Loading unit(s)/goods
- Reason for claim and supporting documents
- Indication of the compensation requested in value or percentage or reduction of the service in question.

Without prior written agreement with TRAINMILE, no compensation can be granted between the amount of the invoices owed by the Client and his claim(s) for compensation.

9. CLAIMS AND LIMITATIONS

9.1 The Client undertakes, together with the carrier or its subcontractor, to duly check the condition of the Goods upon delivery. The act of accepting the Goods shall be prima facie evidence that the Client has received the Goods in the condition described in the Bill of Lading, unless the Carrier has been notified in writing at the time of delivery in the case of obvious loss or damage, or within five (5) days after delivery in the case of loss or damage which is not obvious.

9.2 All claims, including claims for payment, against TRAINMILE shall lapse after 12 months, unless an extension has been agreed in writing between TRAINMILE and the claimant. The period

shall commence on the day following the day on which the goods were delivered or should have been delivered.

10. QUOTES AND PRICES

10.1 Regardless of how they are made, all quotes from TRAINMILE are non-binding and may be revoked by TRAINMILE at any time without any formality or obligation to pay damages.

10.2 Quotes, price indications or offers from TRAINMILE shall only be deemed valid if accepted by the client within 14 days of the date of the quote, price indication or offer, unless expressly agreed otherwise in writing.

10.3 If TRAINMILE issues a new quote, price indication or offer, or if a previous quote has been amended, the new or amended quote shall only be valid if accepted by the Client within 14 days of the date of issue or amendment of such quote, price indication or offer, unless expressly agreed otherwise in writing.

10.4 Any quote, price indication or offer shall include only those services specified. Services not mentioned shall not be deemed to be included and, if provided, TRAINMILE shall be entitled to invoice such services separately.

10.5 The rate quoted by TRAINMILE does not include any additional and/or variable charges or special services, unless otherwise specified. TRAINMILE reserves the right to renegotiate and/or increase the rate and charges in the event of a substantial or significant increase in cost factors and/or exchange rates.

10.6 The rate is calculated based on data provided by or on behalf of the Client. TRAINMILE may open any unit or other package at any time to re-weigh, re-measure or re-evaluate the contents. If the data provided by or on behalf of the Client is incorrect, the Client shall pay TRAINMILE an amount equal to five times the difference

between the correct rate and the rate charged, or twice the correct rate less the rate charged, whichever amount is lower, plus the expenses incurred in determining the correct data.

10.7 The tariff for the combined transport service corresponds to each route/train operated by TRAINMILE and each type of loading unit and is negotiated with the TRAINMILE sales department. Our tariff includes the basic rate plus the cost of handling and storing the loading unit at the intermodal terminal, as well as additional services contracted by the Client. This tariff is communicated to the Client in the specific conditions of the offer.

10.8 TRAINMILE applies a dynamic energy surcharge to its transport services as set out in the Contract. The charges (included in the price of carriage) may be changed quarterly with prior notice in accordance with the indexation formula set out in the Contract or agreed between the Parties. If the indexed price is lower than the current price, the parties agree that the indexation shall not apply.

10.9 In the event that the technical specifications of a service need to be fundamentally changed (e.g. tonnage, route, locomotives, wagons, equipment, etc.) or if the costs of providing the service increase significantly as a result of lack of availability/interruption/deterioration of the infrastructure (and any delays/deviations caused thereby), power cuts or any unilateral decision by an authority or infrastructure manager with serious adverse consequences for TRAINMILE's ability to provide the services, TRAINMILE shall be entitled to increase the charges with prior notice in direct proportion to the increase in the costs of providing the service.

11. PAYMENT TERMS AND PAYMENT GUARANTEES

11.1 The service provided by TRAINMILE is deemed to be fully paid for when the Client receives the goods and must be paid in full by the Client within 14 days of the invoice date. Any delay in payment shall give rise to a penalty for default and all amounts owed shall therefore become immediately due and payable.

11.2. In the event of non-payment of outstanding amounts by the due date, TRAINMILE reserves the right to suspend the contract binding it to the Client and therefore to suspend the performance of the Service provisions and to refuse to perform new Service provisions until full payment of the outstanding amounts has been received.

11.3. In any case, TRAINMILE reserves the right to make the execution of any new service provisions on behalf of the Client responsible for a delay and/or non-payment subject to a prior cash payment.

11.4 The Client is obliged, upon first request by TRAINMILE, to provide financial security for any amount that the Client owes or will owe to TRAINMILE.

11.5 No offsetting. Any set-off between the amount of invoices owed by the Client and any claims for damages is expressly excluded.

12. FORCE MAJEURE

The parties shall be contractually liable for any breach of any of their obligations. Under no circumstances can the parties be held liable for the interruption or non-fulfilment of their obligations due to an event of force majeure, including, but not limited to, the following:

- General strike, within the limits of its.
- strike by agents or the designated infrastructure manager which prevents or seriously disrupts rail traffic.

- Work carried out on the railway infrastructure which makes it impossible to provide the service, without the possibility of rerouting or re-routing.
- Strike by railway company personnel.
- A strike that deprives the railway company of the energy necessary for rail traffic, thus preventing rail traffic.
- Exceptional weather conditions that prevent or seriously disrupt rail operations.
- Unforeseeable accident to persons or property caused by a third party which results in the interruption of rail traffic.

13. PRIVILEGE/ RETENTION/ WARRANTIES

It is assumed that the Client is the owner of the goods entrusted to TRAINMILE, as well as of all documents, equipment and valuables handed over to TRAINMILE within the framework of the services provided.

It is reiterated that TRAINMILE, acting as a broker, carrier or provider of logistics services/depositary, enjoys the corresponding privileges and guarantees in accordance with the legal provisions in force.

Irrespective of the capacity in which TRAINMILE acts, the Client expressly acknowledges and accepts that TRAINMILE has a legal right of retention, which means a general and permanent right of retention and priority over all goods and property of any kind in the possession of TRAINMILE within the framework of the business relationship, as security for the full payment of TRAINMILE's claims against the Client.

14. VALIDITY OF CLAUSES

If any provision of these General Conditions is declared null and void, all other provisions shall remain in force.

**15. APPLICABLE LAW AND
JURISDICTION**

15.1 All legal relations, whether contractual or not, between the Client and the Carrier shall be governed by and construed in accordance with Spanish law, unless otherwise specified in these Conditions.

15.2 Any dispute between the Client and the Carrier arising out of, in connection with or in relation to the contract or the services provided by the Carrier shall be submitted exclusively to the competent Courts and Tribunals of Burgos.

APPENDIX TO THE GENERAL TERMS AND CONDITIONS**APPENDIX I ADDITIONAL TERMS AND CONDITIONS – TERMINAL TO TERMINAL RAILWAY SOLUTION****1. TERMINAL TO TERMINAL RAILWAY SOLUTION**

The Terminal to Terminal Railway Solution refers to the rail transport service from the intermodal terminal of origin to the intermodal terminal of destination offered by TRAINMILE to transport companies in general. The loading unit is provided by the Client.

2. OBLIGATIONS OF THE PARTIES. RESPONSIBILITY OF THE CLIENT - TERMINAL TO TERMINAL RAILWAY SOLUTION

2.1 The Client is both the sender and the recipient of the loading unit. The Client, either in person or through a duly authorised representative (consignor), shall at all times submit to and comply with the conditions established by the intermodal terminal where the goods are to be deposited, deliver the loading unit on the day of transport to the terminal designated for dispatch and collect it, either in person or through a duly authorised representative, on the day of collection (the day on which collection is first possible) at the agreed receiving terminal.

2.2 The loading units delivered before the day of transport and the loading units not collected on the day of arrival shall be stored at the intermodal terminals under the conditions and at the rates fixed by these terminals. In the event of storage, the Client expressly authorises storage at the Terminal or at the premises of a third party. These loading units will be stored outdoors.

2.3 Upon delivery of the loading unit, the Client is responsible for ensuring that the loading unit and the goods contained therein are suitable for combined transport, are insured for transport and are safe to operate, whether or not the Client is at fault.

2.4 Upon delivery, TRAINMILE may inspect the transport unit at the intermodal terminal from the ground while it is still on the delivery vehicle. TRAINMILE is not obliged to inspect the goods loaded in the transport unit, their packaging, stowage and securing, the information provided by the Client in this respect or the documents provided.

2.5 Upon acceptance and during the transport of temperature-controlled transport units (including the time spent at the terminal for transport reasons), TRAINMILE shall not carry out any inspection of the technical functionality of the temperature unit or any control of the internal temperature of the transport unit. The same applies to adjustments made by the Client. TRAINMILE shall not be liable for technical malfunctions of the transport unit or incorrectly set temperatures by the Client.

2.6 The Client shall be responsible for the correctness and completeness of the information provided for the execution of the order, irrespective of whether it is at fault or not.

3. TRANSPORT OF DANGEROUS GOODS AND WASTE - TERMINAL TO TERMINAL RAILWAY SOLUTION

3.1 The Client is responsible, at the time of delivery of the loading unit, whether at fault or not, for ensuring that loading units loaded with dangerous goods or dangerous or non-hazardous waste, as well as loading units with empty dangerous goods and uncleaned loading units, comply with the conditions laid down in the ADR agreements (formally the Agreement concerning the International Carriage of Dangerous Goods by Rail), the TDG

regulations (Transportation of Dangerous Goods) and, in general, all dangerous goods regulations for rail, road and, if applicable, sea transport, as well as the Environmental Code.

3.2 The Client shall be responsible for providing complete and accurate information about the dangerous goods and correct information in the order data, for providing any other necessary documents, for providing precautionary measures and for affixing the appropriate dangerous goods labels.

3.3 Any transport of dangerous goods must be subject to a feasibility study and accepted by TRAINMILE. Reservations must specifically and explicitly state the type and quantity of dangerous goods to be loaded by the Client in accordance with the provisions of the TDG.

3.4 The Client undertakes not to dispatch the transport unit before the day of transport and to collect it on the day of receipt. If this is not the case, TRAINMILE may unload, store, return or, if necessary, destroy or neutralise dangerous goods without being liable for any resulting damage.

3.5 If the packing list is declared, the transport unit must be presented for technical and administrative checks at least one hour before the latest delivery time. If the list is not declared, the transport unit must be presented at least one and a half hours before the latest delivery time.

4. ANOMALIES / NON- CONFORMITY OF THE DISPATCHED UTI - TERMINAL TO TERMINAL RAILWAY SOLUTION

4.1 If, during the transport, it is necessary to repair the load, the costs of the repair and the related costs of stopping the loading process shall be borne by the Client. TRAINMILE cannot be held liable for any damage, including damage caused to third parties

(railway companies), resulting from an abnormality of the loading unit dispatched.

The same applies if this is due to faulty packaging or faulty stowage of the goods in the loading unit. TRAINMILE cannot be held liable for the consequences of an error made by the Client in the declaration of the shipment weight or the characteristics of the loading unit (gauge) specified in the booking. TRAINMILE reserves the right to take legal action against a Client responsible for an incident.

5. APPLICATION OF THE GENERAL TERMS AND CONDITIONS

In addition to the specific provisions of these Additional Terms and Conditions for "Terminal to Terminal" services, the relationship between TRAINMILE and the Client is governed by the other provisions set out above in the General Terms and Conditions.

APPENDIX II ADDITIONAL TERMS AND CONDITIONS – DOOR TO DOOR RAILWAY SOLUTION

1. DOOR TO DOOR RAILWAY SOLUTION

The Door to Door Railway Solution refers to the complete service of rail transport from the intermodal terminal of origin to the intermodal terminal of destination, combined with trucking services at origin and/or destination, offered by TRAINMILE to shippers in general. The loading unit for intermodal transport is provided by TRAINMILE.

2. OBLIGATIONS OF THE PARTIES - DOOR TO DOOR RAILWAY SOLUTION

2.1 TRAINMILE undertakes to organise the rail transport of the transport units to the agreed destination and the necessary transshipment between road-rail transport modes, as well as trucking services at origin and destination.

2.2 TRAINMILE may at any time and without prior notice to the Client:

- use any means of transport;
- transfer the goods from one mode of transport to another, including but not limited to transshipment or transport on another mode of transport;
- use any route, place or port/terminal (whether the nearest, direct, usual or advertised route), at any speed, and make or remain at any place or port/terminal one or more times and in any order;
- load or unload the goods at any place or terminal (whether or not such place or terminal is designated as a place of loading and/or unloading or as a terminal) and store the

goods at any place or terminal; in the case of storage at terminals, the Client expressly authorises storage at the facilities of the terminal or of a third party. The intermodal loading unit containing the goods shall be stored outdoors.

- unload, destroy or neutralise goods that are or become dangerous, flammable, radioactive or harmful at any time or place, without compensation to the Client.

2.3 TRAINMILE shall be entitled to subcontract any part of the transport, loading, unloading, storage, warehousing, handling, stowage and unstowage of the goods and, without limitation, any other task undertaken by TRAINMILE in connection with the goods, under any conditions.

3. DURATION OF TRAINMILE'S LIABILITY - DOOR TO DOOR RAILWAY SOLUTION

3.1 TRAINMILE's liability period shall commence at the moment when all the goods have been loaded onto the means of transport for the performance of the contractual services and TRAINMILE, its employee or subcontractor has obtained effective control of all the goods.

3.2 TRAINMILE's liability period ends at the time of delivery to the consignee or recipient whose name and/or address is stated in the offer, booking confirmation and/or bill of lading. Delivery is deemed to have taken place when the first goods are made available to the Client for unloading and/or the first goods are unloaded from the means of transport.

3.3 TRAINMILE's liability period also ends if the consignee or recipient refuses to accept the goods at the place of delivery.

3.4 TRAINMILE accepts no liability whatsoever if the cause of the loss or damage occurs outside the liability period defined in this clause 3.

4. RESPONSIBILITIES - DOOR TO DOOR RAILWAY SOLUTION

4.1 The Client is responsible for the loading, stowing, securing and unloading of the goods in or on the Unit, unless otherwise expressly confirmed in writing in advance. Any assistance provided by TRAINMILE, its employees or its subcontractors in loading, stowing, securing and/or unloading the goods in or on the Unit shall in no way affect the fact that the Client shall have sole responsibility in this respect and all such activities shall be carried out at the risk and expense of the Client.

4.2 It is the Client's responsibility to carry out a reasonable inspection at or before the time the Unit is packed, filled or loaded to confirm that the Unit is in proper condition for transport.

It is agreed that surface rust, oxidation or condensation inside the Unit or any similar condition due to moisture shall not be the responsibility of TRAINMILE, unless such condition results from the failure of TRAINMILE, its employees or its subcontractors to provide the Client with a suitable Unit for transport prior to loading. If the Client requires special arrangements or care for the transport of the goods, he must request this in writing to TRAINMILE and such arrangements must be noted on the bill of lading and special freight must be paid by the Client, if required.

4.3 On receipt of a pre-loaded unit, neither TRAINMILE nor its subcontractor shall be deemed to have received the goods contained therein in good order and in full, even if no reservations have been made in this respect.

5. NOTIFICATION AND DELIVERY - DOOR TO

5.1 The Client shall take delivery of the goods within the time specified in the carrier's quotation, booking confirmation or as otherwise agreed. If the Client fails to do so, TRAINMILE, its

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employees or its subcontractors may, without prior notice, unpack the goods if they are packed in units and/or store the goods on land, at sea, outdoors or indoors at the sole risk of the Client. Such storage shall constitute proper delivery under this document and thereafter all responsibility of TRAINMILE in respect of the goods, including mis-delivery or non-delivery, shall cease and the costs of such storage shall be paid by the Client to TRAINMILE immediately upon request.

5.2 If the Goods are not claimed within a reasonable period of time or if the Client fails to provide TRAINMILE with instructions to mitigate loss or damage to the Goods or if, in the opinion of TRAINMILE, the Goods are likely to deteriorate, expire or become unusable or if the Goods incur storage or other costs in excess of their value, TRAINMILE may, at its discretion and without prejudice to any other rights it may have against the Client, sell, dispose of or otherwise deal with the Goods without notice or liability to the Client and at the sole risk and expense of the Client.

5.3 The Client's refusal to accept delivery of the goods or to give instructions in accordance with the provisions of this Clause 5 and/or to mitigate any loss or damage to the goods shall constitute a waiver and absolute relinquishment by the Client to TRAINMILE of any claim in respect of the goods or their carriage. TRAINMILE shall be entitled to compensation from the Client for all costs, including legal costs, incurred in cleaning up and disposing of the goods rejected and/or abandoned by the Client.

**6. APPLICATION OF THE
GENERAL TERMS AND
CONDITIONS**

In addition to the specific provisions of these Additional Terms and Conditions for "Door to Door" Services, the relationship between TRAINMILE and the Client is governed by the other provisions set out above in the General Terms and Conditions.

APPENDIX III ADDITIONAL TERMS AND CONDITIONS – GUARANTEED VOLUMES AGREED BY THE PARTIES

1. SUBJECT MATTER OF THE VOLUME COMMITMENT

By means of these additional conditions, TRAINMILE and the Client agree on a volume commitment for a contractual period determined by the parties and based on the scheduled driving period. This commitment may be renewed for equal periods and is subject to the application of an annual re-evaluation formula based on the evolution of direct and indirect production costs.

Through this Volume Commitment, the Client undertakes to purchase from TRAINMILE a certain transport capacity between the parties on one or more connections, and TRAINMILE in turn undertakes to reserve the corresponding capacities for the Client.

2. CLIENT'S PROPOSAL FOR A VOLUME COMMITMENT

The annual volume commitments apply per route and per category of loading unit.

The special conditions negotiated in good faith by the parties shall include in particular the following provisions:

- The hourly traffic plan for the period in question.
- The unit price per direction of the route/train, category of loading unit, in accordance with the annual quantities notified by the Client.
- Weight ranges.
- The number of loading units to be entrusted during the contract period, broken down by the Client on a quarterly, monthly, weekly, or even daily basis, depending on the

period, in order to inform TRAINMILE of any seasonal or flow variations.

- Any additional information negotiated between the parties to enable TRAINMILE to respect the available capacity.

Special conditions must be signed by the Client and received by TRAINMILE at least one (1) week before the start of the relevant service provision.

It is agreed that the Special Conditions together with the General Conditions form an indivisible whole constituting the Agreement.

3. CONDITIONS OF APPLICATION OF THE VOLUME COMMITMENT - PENALTIES

3.1 The number of loading units reserved by the Client for transport is less than the Volume Commitment

TRAINMILE reserves the right to review the agreed tariff conditions if the Client does not respect the negotiated Volume Commitment.

3.2 Modification of the Volume Commitment during the contract period

The Client may modify the Volume Commitment during the term of the Agreement without prejudice to the following provisions.

Any proposal by the Client to amend the Volume Commitment must be submitted to TRAINMILE in writing or by e-mail. TRAINMILE undertakes to respond to the request for modification of the Volume Commitment.

Proposals to amend the Volume Commitment must be submitted with one (1) months' notice from the date the amendment is requested to come into effect.

These changes may also be subject to discussion/validation during the periodic activity monitoring report between the parties.

In addition, TRAINMILE may suspend the performance of its own obligations under the Volume Commitment in the event of:

- Repeated failure by the Client to meet payment deadlines.
- Failure by the Client to comply with safety regulations and standards, resulting in TRAINMILE's refusal to assume liability.
- Non-compliance with the general Terms and Conditions.

3.3 Early termination of the Volume Commitment by either party

Only in the event of a verifiable reduction in activity or verifiable loss of market on the part of the Client, or in the event of a significant change in TRAINMILE's transport timetable, do the parties have the option of declaring a reduction in the volume commitment or the cancellation of the contract during the term of the contract with a notice period of at least 30 days. Such notice must be given in advance by registered letter with acknowledgement of receipt. In the event of a breach by the Client, the Client will be liable to pay compensation calculated on the basis of the costs incurred by TRAINMILE in maintaining the service and volume at a constant level.

4. MODIFICATION OF THE TRAINMILE TIMETABLE DURING THE CONTRACT PERIOD

The Client is informed that TRAINMILE, in order to adapt its activity or on behalf of the railway company and/or the infrastructure manager, may modify certain conditions under which it accepts and transports loading units. During an ongoing Volume Commitment period, TRAINMILE may do the following:

- Significantly change the last delivery time or availability.

- Adjust the timetable on a route/train (e.g., cancel a round trip on a certain day of the week, change the days of the trip or increase the frequency of the connection).
- Reduce the timetable during the low season.

TRAINMILE undertakes to inform the Client of these changes as soon as possible. If these changes have an impact on the Volume Commitment, TRAINMILE and the Client must jointly redefine the new conditions. In the event of a reduction in the transport plan during the low season, the parties may neutralise the Volume Commitment during this period.

5. APPLICATION OF THE GENERAL CONDITIONS

In addition to the specific provisions of these Special Volume Commitment Conditions, the relationship between TRAINMILE and the Client is governed by the other provisions set out above in the General Terms and Conditions.