

Green Cargo General Terms and Conditions for Carriage of Goods by Rail

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1 Introduction

This document contains the Green Cargo General Terms and Conditions for Carriage of Goods by Rail ("General Conditions").

This is a translation of the Swedish original document "Green Cargo Normalvillkor". In the event of discrepancies between the Swedish and the English versions, the Swedish version shall have precedence.

Changes in this edition relate to a new section 5.7 Dangerous Goods administrative surcharge, an addition to the first paragraph in section 2.7 as well as clarifying text in section 2.5 and section 2.13.

2 General Conditions

2.1 Introductory Provisions

Green Cargo AB's (Green Cargo) and the transport customer's (Customer) mutual rights and obligations are primarily governed by Järnvägstrafiklagen (1985:192). Every contract for the carriage of goods agreed between Green Cargo and the Customer is additionally regulated by these General Terms and Conditions unless otherwise agreed. These General Conditions constitute an integral part of the Contract of Carriage.

Alterations to these General Conditions are not applicable to a transport service which starts before the alteration is brought into force.

These General Conditions will apply to international carriage which uses through consignment notes only if other terms are not stipulated in the special provisions applying to such carriage. The special provisions for such carriage is composed of the Convention on international railway carriage (COTIF) from 1999 with appendixes (including but not limited to CIM). Green Cargo has bound itself, in collaboration with other carriers, to apply COTIF 1999 even though the convention has not been ratified by Sweden.

These General Conditions will apply even when Green Cargo uses other means of transport to carry out the contracted carriage by rail.

2.1.1 Definitions

Customer Agreement for Logistic Services (Customer Agreement) in these General Conditions means a contract under which Green Cargo undertakes in advance to receive and transport goods. The parties in a Customer Agreement are the Customer and Green Cargo.

Suborder partner in these General Conditions means a party other than the Customer specified in the Customer Agreement which may place orders within the context of that agreement.

Contract of Carriage in these General Conditions means the agreement in which Green Cargo undertakes to execute a specified transport service. The Parties to the Contract of Carriage are:

- the consignor, who may be the Customer or a suborder partner
- Green Cargo in its capacity as supplier of transport services and
- The consignee, who may be the Customer or other agreed consignee.

Consignment in these General Conditions means a transport of one or more wagons/units described on one and the same consignment note leaving the same day, thus being covered by one single Contract of Carriage.

2.2 Types of carriage

Carriage is performed as wagon load or as unit load. Wagon loads are those consignments which can be carried in one separate wagon. Unit loads are those consignments which consist of an intermodal transport unit - UTI (containers, flats and other larger loading units, and trailers), with or without goods.



Goods which in any way require divergence from normal handling methods during transport, exceptional consignments, will only be received according to the special conditions stipulated by Green Cargo.

Green Cargo's product range, which is described at www.greencargo.com under "In English" and thereafter "Our Services", includes other types of carriage.

2.3 Documents of Carriage

The consignor must always supply a consignment note or other written transport documentation for each consignment (unless other agreements have been reached in the Customer Agreement). Section 3 below specifies the forms of transport documentation approved by Green Cargo and the information that the consignor must provide for Green Cargo before carriage may start.

The obligation of the consignor of dangerous goods to provide in the transport documentation a description of the goods and other relevant information is regulated in law or other ordinance as well as in section 5 below "Carriage of dangerous goods".

If the consignor and Green Cargo have agreed that no written documentation shall be used or that communication shall take place in the form of an electronic file (EDI), the consignor shall provide information about the consignment in a way that the consignor and Green Cargo have agreed.

Transport documentation shall be available to Green Cargo not later than the time stipulated in the order confirmation given by Green Cargo.

The consignor is responsible for the information provided for Green Cargo to be accurate, legible and complete. The consignor is obliged to compensate Green Cargo for costs and damage that may result from information provided being inaccurate, illegible or incomplete.

Information in the transport documentation about the weight and contents of wagon loads or unit loads will not be binding on Green Cargo unless Green Cargo specifically confirms these quantities in writing in the transport documentation.

2.4 Order of Carriage

The consignor shall order carriage by 09.00 a.m. on the day before he wishes the loading to start. The information to be provided in the order of carriage is prescribed in "Order of Carriage", section 4 below. The Customer Agreement may contain deviations from these times.

Green Cargo shall as soon as possible inform the consignor if Green Cargo cannot accept carriage or if wagons of the required type cannot be made available to the consignor.

The order confirmation, which in the case of wagon loads will be sent to the party ordering the transport within one hour of the order being placed, will stipulate among other things when the empty wagon can be expected to be available to the consignor as well as the estimated time of arrival at the consignee.

Applicable rules and charges for cancellation or modifications to the order of carriage are published in the document "Tilläggsavgifter i godstrafik på järnväg" (*Eng: Extra charges for goods traffic by rail*) available at www.greencargo.com under "Kundservice".

2.5 Loading

Wagon loads will be loaded by the consignor unless otherwise agreed.

Unit loads will be loaded by Green Cargo unless otherwise agreed. If Green Cargo provides loading services the unit load shall be made available to Green Cargo at the place and times agreed.

Green Cargo will advise the consignor of the arrival of the empty wagon(s) or empty loading units.

The consignor has a loading period of 8 hours between 07.00 and 17.00 calculated from the time that the wagon(s) are made available to him. Loading is considered to be complete when the goods are loaded and Green Cargo has received the transport documents containing the information specified in section 2.3.

If the consignor shall unload goods from the wagon(s) before loading he is allowed a total of 16 hours for unloading and loading, this period starting when the wagon is made available to him.



If loading has not been completed and the transport documents not made available to Green Cargo within the stipulated loading period, Green Cargo and/or other carriers have the right to additional compensation from the consignor, (see www.greencargo.com under Kundservice), for cancellation as well as for rental of a wagon which Green Cargo has made available. If the time allowance is exceeded by more than 24 hours Green Cargo has the right, at the cost and risk of the consignor, to unload goods already loaded and place these in storage, provided that Green Cargo has informed the consignor that this action will be taken.

The consignor is responsible for ensuring that the load is secured in accordance with relevant regulations.

Consignments for export in covered wagons or as unit loads must be sealed by the consignor. If a loaded wagon arrives at the Swedish territorial border without a seal or insufficiently sealed this may lead to delayed delivery as the wagon cannot be despatched without appropriate sealing. Green Cargo has the right to compensation for the additional costs due to insufficient sealing (e.g. subsequent sealing, extra shunting) in accordance with "Additional expenses concerning goods traffic on rail" available at www.greencargo.com under "Kundservice". Exceptions to the requirement to seal goods may be agreed upon in the Customer Agreement.

If the consignor is consigning goods to a seaport then such goods must have been cleared by the Customs authority before the goods are collected by Green Cargo.

2.6 Unloading

Wagon loads shall be unloaded by the consignee after the wagon has been placed at his disposal at the agreed point of delivery, unless other special provisions have been agreed.

Unit loads which are not delivered by Green Cargo to the consignee shall be collected at the place indicated by Green Cargo.

The consignee has an unloading period of 8 hours between 07.00 and 17.00 calculated from the time that the wagon(s) are made available to him. If the consignee after unloading shall load goods in the same wagon he is allowed a total of 16 hours for unloading and loading. This 16 hour period starts when the loaded wagon is made available to him.

If unloading has not been completed or the unit load collected within the stipulated time allowance, Green Cargo has the right to additional compensation from the consignee, see "Tilläggsavgifter i godstrafik på järnväg" (*Eng: Extra charges for goods traffic by rail*) available at www.greencargo.com under "Kundservice". If the time allowance is exceeded by more than 48 hours Green Cargo has the right, at the cost and risk of the consignee, to unload the goods and place these in storage.

2.7 Weighing

If check weighing or weighing using the infrastructure administrator's equipment shows that the goods have another weight than at a previous weighing or another weight than that of which the consignor had informed Green Cargo, the previous weight information shall be used in freight calculations if the difference can be assumed to be a result of the goods' normal character or the influence of the weather. In all other cases the latter weight information shall be used in freight calculations. If it is evident that permitted loading limits have been exceeded this may necessitate an adjustment of the load or reloading before the transport can continue. Green Cargo, in the event of exceeded loading limits, has the right to compensation for extra costs in accordance with "Tilläggsavgifter i godstrafik i järnväg" (*Eng: Extra charges for goods traffic by rail*).

If check weighing has been made by Green Cargo, then Green Cargo is entitled to compensation, see www.greencargo.com under "Kundservice".

2.8 Modifications to the Contract of Carriage

Modifications to the Contract of Carriage may be requested by the consignor, addressed to Green Cargo Customer Service. Charges for modifications to the Contract of Carriage are charged according to "Tilläggsavgifter i godstrafik på järnväg" (*Eng: Extra charges for goods traffic by rail*), available at www.greencargo.com under "Kundservice".



The consignor is permitted to request the following modifications:

- the goods shall be redelivered at or reconsigned to the forwarding station.
- the carriage of the goods shall be discontinued
- the goods should not be delivered to the consignee
- the goods should be delivered to a new consignee at the designated delivery point
- the goods shall be delivered at a new station on the original route
- freight and other charges shall be borne by the consignor instead of the consignee.

The consignor's right to modify the Contract of Carriage comes to an end when the goods are considered to have been delivered to the consignee according to these General Conditions section 2.10.

The consignee may request modifications to the Contract of Carriage if the consignor has not expressly stated in the consignment note that such request is not permitted.

Green Cargo is not obliged to execute an instruction if such execution should entail disturbance of railway operations or that the consignor or consignee of another consignment should be caused damage.

2.9 Transit periods

Green Cargo shall make goods available in accordance with contracted delivery times. The following is effective when delivery times have not been agreed:

The transit period amounts to 60 hours, starting at midnight following the acceptance of the goods for carriage. The transit period will be interrupted by Sundays, Public Holidays and Saturdays as well as Midsummer Eve, Christmas Eve and New Years Eve.

The transit period, however, will be extended by the additional time that the carrier has demanded as a result of the following occurrences or conditions:

- Green Cargo safety measures when the goods are classified as dangerous goods;
- fulfilling the requirements of customs or other authorities;
- that goods are transported according to special requirements/conditions (exceptional consignments)
- unusual conditions which have lead to extensive operational disturbances; or
- an extended transit period as specified in the confirmation of the order of carriage

2.10 Delivery of goods

Green Cargo will deliver goods at the destination station or other assigned place according to instructions in the consignment note. Goods which shall be unloaded by the consignee are regarded as delivered when the goods are made available to the consignee for unloading.

Goods are also regarded as made available when:

- Green Cargo has, in accordance with current regulations, handed over the goods to customs or other authorities
- Green Cargo has, in accordance with these General Conditions and after completion of carriage according to the consignor's or consignee's instructions, handed over the goods for onward carriage for which these General Conditions do not apply; or,
- Green Cargo has, after special agreement with the consignee, delivered the goods at another place than stipulated in the first paragraph above.

Green Cargo will notify the consignee of the arrival of the goods unless the goods are handed over to the consignee or the consignee has expressly stated in writing that he does not require such



information. The consignee will be regarded as having received notification of arrival when the notification was sent by a fax or email as recorded in Green Cargo's log.

2.11 Wagons

Wagons which are accepted for carriage by Green Cargo shall satisfy the relevant safety requirements which are based on regulations in Järnvägslagen (2004:519) and shall, with reference to these regulations, be suitable for use in a manner which assumes that they fully satisfy technical and safety requirements for wagons in Green Cargo's production system.

Green Cargo is responsible for ensuring that wagons and loading accessories allotted by Green Cargo are technically in good order and that the wagons have a satisfactory state of cleanliness. If the special nature of the goods requires further cleaning of the wagons, the costs for such cleaning will be borne by the consignor.

The consignee is responsible for cleaning the wagon after unloading and returning it to its original condition. Charges for cleaning are given in "Tilläggsavgifter i godstrafik på järnväg" (*Eng: Extra charges for goods traffic by rail*) available at www.greencargo.com under "Kundservice".

In cases of damage to or loss of wagons, loading accessories, or other property owned or disposed by Green Cargo, the consignor or the consignee shall be responsible where either one of them or their agents have caused the damage or loss.

2.12 Use of Customer's track

Green Cargo is permitted when carrying out carriage specified in the Customer Agreement, which has been agreed with the Customer, without cost to Green Cargo use rail track which belongs to the Customer or which is used by him. If the consignee/consignor in the Customer Agreement is the Customer's customer the equivalent agreement shall be effective for that customer.

2.13 Operations on tracks where access is not granted by the State or the Customer

Green Cargo has the right to charge the Customer for harbour, track or terminal charges or similar costs that Green Cargo is charged when operating for the Customer on municipal or private track.

These costs are listed on www.greencargo.com under "Kundservice". The costs may change during the term of the Customer Agreement when the costs listed on www.greencargo.com are adjusted.

2.14 Liability during carriage

Green Cargo's liability for loss and reduction in the goods, for damage to the goods and for delays in delivery of the goods are governed by chapter 3, sections 22 – 30 järnvägstrafiklagen (1985:192) (*Eng: Railway Traffic Act*).

The consignor's responsibility for damage and costs arising for the railway in certain cases are governed by chapter 3, sections 7, 10 – 11 järnvägstrafiklagen (1985:192).

2.15 Claims

A party wishing to claim compensation for loss or reduction of goods, for damage to goods or for delay in delivery of goods must, if the right to compensation shall not be lost, without unreasonable delay make a claim for the loss, damage, reduction or delay to the Green Cargo Customer Service (see chapter 3 section 31 järnvägstrafiklagen). However, in this respect it must be noted that:

- reduction or damage that is visible on delivery must be claimed immediately;
- other reduction or damage shall be claimed within 24 hours of delivery; and that
- delays shall be claimed for within three days of delivery.

The above times do not include Sundays and Public Holidays, Saturdays as well as Midsummer Eve, Christmas Eve and New Years Eve.



The claimant is at liberty to show evidence that he, under the circumstances when applicable, may request an extended time for making the claim.

Questions regarding claims shall be addressed to Green Cargo's Claims Department.

2.16 Information about environmental influence

When submitting an offer, Green Cargo may on the Customer's request submit information to the Customer about estimated carbon dioxide emissions. This information is based on the environmental impact resulting from the planned volume, frequency and transport route. If any preconditions change, for instance where another transport route is chosen, the information submitted concerning carbon dioxide emissions will no longer apply.



3 Transport documents

Consignments are accepted for carriage together with transport documents in accordance with sections 3.1 and 3.2 below.

3.1 Consignment note or other transport document for wagon loads and units loads

The following are accepted as transport documents:

- standard consignment note, marked with Swedish standardisation commission's control mark "SIS"
- consignment note information in accordance with the form available at www.greencargo.com under Kundservice.

Special consignment notes for certain types of goods may be used after approval by Green Cargo. In the case of wagons containing dangerous goods a goods declaration of dangerous goods must be submitted to Green Cargo when carriage is ordered.

3.2 Requirements for separate consignment notes or transport documentation.

Wagon load goods and unit load goods must be specified on separate (different) consignment notes and/or transport documents.

The requirement for separate consignment notes/transport documents applies additionally to carriage of goods with special instructions:

- goods which shall be carried according to a special transport schedule (exceptional consignments)
- wagons carrying dangerous goods;
- wagons carrying dangerous waste materials.

3.3 Consignor information in the transport documents

3.3.1 Mandatory information

- Consignor's name, address and telephone/fax/email
- Consignor's Green Cargo customer number
- Forwarding station
- Consignee's name, address and telephone/fax/email
- Consignee's Green Cargo customer number (when charges for carriage are to be paid by the consignee)
- Green Cargo customer number of another party paying charges for carriage
- Arrival station
- Contract number of Customer Agreement
- Payment of charges for carriage
- Included additional services
- Wagon number (not applicable when Green Cargo is responsible for loading)
- Wagon load: code number of goods (NHM) and gross weight of goods. Volume (instead of weight) may be specified for sawn timber
- Unit load: Container/flat/trailer owner, number, unit type, tare as well as weight of goods.



3.3.2 Information where applicable

- Goods declaration for dangerous goods as per section 5 – Carriage of dangerous goods /sect 5.6)
- Delivery instructions (unloading point, delivery address)
- Loading accessories: number of pallets and pallet reg. number, tarpaulins, nets etc.
- References (consignor's and consignee's)
- Special consignment instructions (see 3.2 above)
- Additional goods description, e.g. for dangerous waste (EWC code)
- When collection and/or delivery by road: pickup/handover point
- Seal numbers

3.4 Payment of carriage charges

For wagon loads and unit loads the following payment alternatives apply:

- **Payable by the consignor.** The consignor pays all carriage charges to the destination point as well as charges for contracted or specified additional services. Other costs related to the freight costs are charged to the consignee.
- **Payable by the consignee.** The consignee pays all charges (carriage charges plus other charges). Green Cargo has the right to demand that the consignor pays all charges if the value of the goods is low.
- **Other payer, or payers,** than consignor or consignee.

Charges for check weighing at Green Cargo's initiative (see General Conditions section 2.7) are always charged to the consignor.

Payment instructions as agreed must always be mentioned in orders of carriage and transport documents. Irrespective of the charges payment alternative, the Green Cargo customer number for the consignor and the consignee must be given. Green Cargo reserves the right to charge the consignor in the event that the payer's customer number is missing from the documentation.



4 Ordering of Carriage

The consignor or suborder partner specified in the Customer Agreement shall provide Green Cargo with an order of carriage on the form "Beställning av Transport", see www.greencargo.com under Kundservice, completed with the information as below. Green Cargo Customer service can provide this form via fax or email

The order of carriage may, if agreed with the Manager of Green Cargo Customer Service, be provided in another form.

Information to be provided in the order of carriage:

- Contract number of Customer Agreement
- Consignor's Green Cargo customer number and name, with references if applicable
- Contact person: telephone, fax or email
- Consignee's Green Cargo customer number and name, with references if applicable
- Payer according to Customer Agreement
- Departure station
- Arrival station
- Loading date and time
- Number of wagons with wagon type
- For unit loads: number of units and unit type i.e. container/flat/trailer
- Gross weight of goods in kg, for unit loads state units tare and goods weight
- Code number of goods (NHM)
- Further goods description, e.g. for dangerous waste (EWC code)
- For dangerous goods: goods declaration as per section 5 below, Carriage of dangerous goods, section 5.6
- Where applicable additional services included as per Green Cargo's product description at www.greencargo.com under "In English" and thereafter "Our Services"
- Special transport instructions in the Customer Agreement e.g. exceptional consignment number.



5 Carriage of dangerous goods

5.1 Definitions

The Swedish legislation “Lagen (2006:263) om transport av farligt gods” (*Eng: Act on Transport of Dangerous Goods*) and “Förordningen (2006:311) om transport av farligt gods” (*Eng: Ordinance on Transport of Dangerous Goods*) govern that which is understood in this context by the expression “dangerous goods”, “means of transport” and “consignor”.

Dangerous goods are goods which as a result of their characteristics when under carriage can cause damage to human beings, animals, property or the environment, or which can affect the safe performance of the transport service.

5.2 Carriage

“transport” means the movement of dangerous goods with transport vehicles as well as loading, unloading, storage, and other handling of the dangerous goods which is undertaken as a part of the movement of the goods.

5.3 Means of transport

“means of transport” means every type of vehicle which is used for carriage by road or over open ground, railway wagons and other tracked vehicles.

5.4 Consignor

If a transport by road, over open ground, by rail or on other tracked systems is carried out in accordance with a Contract of Carriage, “consignor” shall mean those who are designated as consignor in the Contract of Carriage.

5.5 Special conditions of carriage/RID-S

The conditions of carriage for dangerous goods by rail in Sweden are governed by “Myndigheten för samhällsskydd och beredskaps föreskrifter om transport av farligt gods på järnväg” (*Eng: The Regulation by the Swedish Rescue Services Agency on dangerous goods by rail*), also known as RID-S.

RID-S stipulates among other things

- the obligations of those involved in the transport
- classification of separate substances
- substances which according to the classification may not be transported
- packaging requirements for parcels
- technical directions for the construction of containers and tanks
- loading instructions
- inspection and testing of parcels, containers and tanks
- conditions for grouped packing and groupage freighting
- marking and labelling of parcels and wagons
- the contents of the goods declaration

The consignor is required to classify, package and mark the goods in accordance with the stipulations in RID-S. Goods which have not been prepared in accordance with the stipulations in RID-S will not be accepted for carriage by Green Cargo.

5.6 Goods declaration

The consignor of dangerous goods shall provide a declaration of the goods.

The declaration of goods shall conform to the stipulations in RID-S.



A stowage certificate is required for consignments that shall be carried by sea, which certificate shall be attached to the consignment note. This requirement may be ignored for carriage in tank wagons, battery wagons, tank containers, MEG-containers and UN-tanks.

The declaration and the certificate may be supplied as a separate transport document or as a part of the consignment note.

The holder of a document as mentioned above shall transfer it as required to those needing it for use in the next step in the carriage process.

If the consignor does not provide a goods declaration or if the contents of the goods declaration is not in conformity with the marking and labelling of the goods Green Cargo will not accept the goods for carriage unless the information originally received by Green Cargo is supplemented or corrected.

5.7 Dangerous goods surcharge

When dangerous goods are transported Green Cargo has the right to debit an administrative fee in the form of a dangerous goods surcharge. The dangerous goods surcharge is published at www.greencargo.com under Kundservice.

