

## PRODUCT CONDITIONS FOR INTERMODAL FLEXIBILITY

### DOMESTIC

#### 1. BACKGROUND

- 1.1. The following product conditions are applicable for Green Cargo AB's (below: "Green Cargo") execution of the Intermodal Flexibility service in Sweden for the Customer specified in the Customer Agreement (below: "Customer"), where the two can also be called "the Parties".
- 1.2. The term Intermodal Flexibility in these product conditions means a service in which Green Cargo commits to transporting at the Customer's expense standardised load carriers which the Customer books when required for transport movements within Sweden's territorial borders (below "the Service") in accordance with the parties agreement and it's annexes (below "the Agreement").

#### 2. THE SERVICE

- 2.1. Green Cargo undertakes to execute the Service for the Customer in accordance with the Agreement.
- 2.2. Green Cargo will provide the Service only if train and wagon capacity are available.
- 2.3. The Customer will place an order after which Green Cargo will confirm that order by sending an Order Confirmation to the Customer and/or other agreed party. Booking of the unit for transport will be made in the first available departure or as otherwise agreed. The Customer's order will not be valid unless an Order Confirmation has been received from Green Cargo. The Customer shall contact Green Cargo's Customer Service for further information if the Customer does not receive an Order Confirmation within reasonable time after placing the order.
- 2.4. The agreed transport price relates to standardised load carriers and the price for the Service includes transport between the places specified in the Price and Product Annexes. If not otherwise stipulated in the Price and Product Annexe this includes a lift to a rail wagon and a lift from a wagon. All extra services and other handling at the despatching and recipient tracks which are not specifically included in the Service such as, but not limited to, lifts, depot and load carrier parking charges and all other extra services are the responsibility of the Customer and will be debited in addition to the charges for the services specified in the Agreement.
- 2.5. The Service is considered to be delivered and completed when Green Cargo have delivered the load carrier(s) to the consignee designated by the Customer or, if the delivery could not be completed, when Green Cargo has taken all measures which are its duty to carry out in order to deliver the load carrier(s) to the consignee specified by the Customer.
- 2.6. In the event of the Customer's deviation from the Agreement and in the case of other stipulated conditions Green Cargo has the right to debit surcharges in accordance with the at that time relevant conditions specified in the relevant document specifying surcharges for goods transport by rail. For more information about surcharges please contact Customer Support via [www.greencargo.com/en](http://www.greencargo.com/en) or the Green Cargo Sales Person responsible for the Agreement.

#### 3. THE CUSTOMER'S UNDERTAKINGS AND RESPONSIBILITY

- 3.1. In the event that the Customer is not the physical consignor or consignee, the Customer remains liable to Green Cargo as consignor respectively consignee, including responsibility for fulfilling safety regulations when collection and delivery take place as well as responsibility as the

consignor of dangerous goods in accordance with the relevant regulations for the each relevant type of transport such as the Swedish law (2006:263) on transport of dangerous goods and ADR/RID/IMDG.

- 3.2. Additionally the following conditions apply for the Service's execution, where the Customer is always responsible to Green Cargo:
- a) to ensure that Green Cargo have access to all information Green Cargo needs in order to execute the Service;
  - b) to ensure that the consignor makes it possible for Green Cargo to collect a specified load carrier from the consignor's premises without needing to take extra actions such as moving other load carriers;
  - c) to ensure that the consignee makes it possible for Green Cargo to leave the load carrier at the consignee's premises at the agreed time for delivery;
  - d) to carry out its part of the Agreement in such a way that it is made possible for Green Cargo to fulfil its commitments and the requirements to observe regulations and laws which the Service demands;
  - e) to keep itself updated in relation to current laws and regulations as well as Green Cargo's at any given time applicable charges, regulations and instructions related to the Service. For more information about these laws, regulations and instructions please contact Customer Support via [www.greencargo.com/en](http://www.greencargo.com/en) or the Green Cargo Sales Person responsible for the Agreement; and
  - f) to ensure that in the case where the Customer is not the consignor nor consignee these make equivalent commitments to the Customer and Green Cargo in accordance with the Agreement.
- 3.3. The Customer guarantees to carry out all commitments in accordance with the Agreement. The Customer is consequentially responsible for any extra costs which result from the Customer's breach of the Agreement.
- 3.4. In the event of major deviation from the valid regulations and the Customer's commitments expressed in the Agreement Green Cargo reserves the right not to execute the Service until the shortcoming is remedied.

#### **4. TRANSPORT TIMES**

- 4.1. Train traffic will take place in accordance with Green Cargo's normal timetable. Reduced traffic intensity may occur during public holidays as well as during the summer period. The times for collection and delivery can be altered during the validity of the Agreement.
- 4.2. Green Cargo has the right to unilaterally carry out changes in the production network during the validity of the Agreement both in the form of temporary, e.g. the cancellation of specific departures, as well as permanent changes. In the case of permanent changes in the transport network which will affect the Customer, e.g. reduction of traffic frequency or discontinuance of traffic to a specific terminal or rail tax point, Green Cargo shall inform the Customer in writing no less than three months before the decision is executed.

## **5. COLLECTION AND DISTRIBUTION**

- 5.1. The Customer has one hour's loading/unloading time. If this time is exceeded waiting time costs will be debited. The maximal permitted excess waiting time is one hour, after which the unit will be offloaded and a new debit of the agreed transport price will be charged for each unit. Any depot, parking or costs for extra lifts will be debited separately in accordance with the respective terminal or port's price list.
- 5.2. Collection and distribution will be carried out between 07:00 and 17:00 hours on working days (Monday - Friday excluding public holidays) unless otherwise agreed. Local deviations from these times may occur as a result of collection and distribution times at the respective terminal or port.

## **6. TRANSPORT ORDERS AND DOCUMENTS**

- 6.1. A transport order must be made in writing or electronically (e.g. via EDI). Written orders shall be made out in accordance with Green Cargo's standard document for transport orders. For more information about transport orders please contact Customer Support via [www.greencargo.com/en](http://www.greencargo.com/en) or the Green Cargo Sales Person responsible for this Agreement. Electronic orders shall be presented in the agreed format. Orders may only be placed by individuals or agents designated by the Customer and named in the Production Annexe.
- 6.2. The Customer shall when ordering the transport inform Green Cargo in the event that the goods totally or partially require special transport or are regulated by ADR, IMDG regulations or other equivalent regulations.
- 6.3. If the consignment totally or partially consists of dangerous goods a separate consignment note shall be used for such goods. The Customer is responsible for ensuring that the goods that are listed in the consignment note are declared in accordance with the respective transport type's compulsory regulations (e.g. ADR or IMDG) and that every package in the consignment is labelled with the markings and labelling required by the relevant regulations as well as the availability of Transport Emergency Cards for the respective types of goods in all languages of the countries through which the transport shall travel, and include a consignor's certificate in accordance with relevant requirement.
- 6.4. The order acceptance window is opened weekly two weeks in advance. Orders covered by a specific and current Agreement can be placed with Green Cargo Customer Service at the earliest on Monday in any given week, for transport at any time during the second week after the order is placed, i.e. an order can be placed in week 1 for transport during week 3, and that order shall be placed at the latest by 09:00 on the working day (Monday – Friday except public holidays) before the execution of the Service.

## **7. CANCELLATION AND CHANGES TO TRANSPORT ORDER**

- 8.1. Cancellation of or change to a transport order shall be made to Green Cargo's Customer Service.
- 8.2. Green Cargo has the right to debit a surcharge for transport orders cancelled by the Customer which Green Cargo has already confirmed.

## **8. DISCREPANCY REPORTS**

- 8.1. Unless the Customer has specifically declined reports of discrepancies Green Cargo will notify the Customer if the estimated time of arrival stated in the order confirmation will be exceeded by more than one hour. The notification of discrepancy will be addressed to the person designated

as discrepancy notification recipient in the Production Annexe. Notification to other parties will only be sent at the specific request of the Customer.

- 8.2. Discrepancy reports will be sent out between 07:00 and 17:00 hours on working days (Monday – Friday which are not public holidays) and will contain information about a revised estimated time for departure or arrival.

## **9. LOADING INSTRUCTIONS**

- 9.1. The Customer is answerable to Green Cargo as consignor for loading and anchorage of goods in accordance with relevant laws, regulations and loading instructions. It is additionally the responsibility of the Customer to ensure that the consignor, where applicable, issues a load anchoring certificate e.g. Container Packing Certificate (CPC) for sea transport. For more information about loading laws, regulations and instructions please contact Customer Support via [www.greencargo.com/en](http://www.greencargo.com/en) or the Green Cargo Sales Person responsible for the Agreement.

## **10. SPECIAL TRANSPORT**

- 10.1. "Special transport" designates transport of goods with a load profile which exceeds the normal and for which special permits must be sought and received.
- 10.2. A prerequisite for execution of special transport is that Green Cargo has received a special permit as well as there being a decision about special transport conditions from the relevant track administrators. The Customer is responsible for supplying Green Cargo with exact information for Green Cargo's application for a permit. The permit as well as the conditions for the special transport is based on the information of dimensions and weight supplied by the Customer requesting the special transport. It is therefore incumbent on the Customer to ensure that the measurements and weight information supplied by the Customer are not exceeded. The Customer is responsible for all costs which may result in the event of measurements or weight supplied by the Customer being exceeded.
- 10.3. In the "Goods description" field on the consignment note the Customer shall enter the permit number which has been specified in the Price and Product Annexe. Green Cargo reserves the right not to fulfil its commitment in the case of the permit from the appropriate authority becoming invalid during the validity of the Agreement or as well as in the event of major traffic disturbances which have been caused by a third party.