

## PRODUCT CONDITIONS FOR WAGON LOADS DOMESTIC

### 1. BACKGROUND

- 1.1. The following product conditions are applicable for Green Cargo AB's (below: "Green Cargo") execution of rail wagon load services 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 wagon load in these product conditions means a service in which Green Cargo commits to transporting at the customer's expense the goods described in the Price and Product Annexe in one or more railway goods wagons, in no particular order, from a consignor to a consignee 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, where relevant, 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. 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 of placing the order.
- 2.4. The price for the service includes transport between the places specified in the Price and Product Annexes and where no other agreement has been made in the Product Annexe the price includes one shunting movement of the wagon(s) from and one shunting movement to the despatching respectively the recipient railway track. All extra services and other handling at departure and on arrival which are not specifically included in the Service such as but not limited to additional shunting to and from terminals, shunting wagons to the Customer's terminal in a required order, extended disposition times, rental of wagons and staff 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 wagon(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 wagon 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 specified conditions, Green Cargo reserves 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 on surcharges please contact Customer Support via [www.greencargo.com/en/](http://www.greencargo.com/en/) or the Green Cargo Sales Person responsible for this 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 additionally apply for the Service's execution, where the Customer always 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;
    - i) to report disturbances to Green Cargo which may influence the Customer's possibility to despatch and receive wagons;
  - b) to ensure that the consignor makes it possible for Green Cargo to collect a specified wagon and/or goods from the consignor's premises without having to take extra actions such as moving other wagons;
  - c) to ensure that the consignee makes it possible for Green Cargo to place wagons and/or goods at the consignee's premises at the agreed delivery time;
  - 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 requirement to observe regulations and laws which the Service demands;
  - e) to keep itself updated in relation to applicable 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 please contact Customer Support via [www.greencargo.com/en/](http://www.greencargo.com/en/) or the Green Cargo Sales Person responsible for this Agreement; and
  - f) that wagons owned or rented by the Customer have a wagon keeper which is signatory to the international agreement for the use of wagons, GCU (General Contract of Use for wagons – both the international agreement and information about the signatory wagon keepers is available at [www.gcubureau.org](http://www.gcubureau.org) ).
- 3.3. If the Customer is an infrastructure administrator the Customer shall additionally at the departure and arrival premises:
- a) ensure the establishment and execution of practices which ensure the availability of the current edition of the Traffic Safety Instructions (TRI) in accordance with the duties of an infrastructure administrator;
  - b) communicate to Green Cargo current and valid security and safety instructions related to the Customer's premises; and

- c) be the party primarily liable for damage to third parties, but with the possibility of requesting reimbursement by way of recourse from Green Cargo in the event that the damage was caused by error or omission on the part of Green Cargo.
- 3.4. 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.
- 3.5. 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 of wagons may 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, such as 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 before the decision is executed.

#### **5. TRANSPORT ORDERS**

- 5.1. 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.
- 5.2. The Customer shall, not later than at the time of placing the order, 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.
- 5.3. The order acceptance window is opened weekly two weeks in advance. Orders covered by a specific 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 with the exception of Public holidays) before the execution of the Service. In the event that Green Cargo shall supply the wagon the order shall be placed not later than 09:00 on the working day before the Customer wishes to begin loading the wagon.

#### **6. TRANSPORT DOCUMENTS**

- 6.1. Transport documents must be delivered to Green Cargo not less than two hours before the departure from the Customer's track if nothing else is specified in the order confirmation.
- 6.2. The transport document shall contain information in accordance with the previously placed transport order. The transport document shall be written or in an agreed electronic format (e.g.

via EDI). Written transport documents can be in the form of an order form, a SIS consignment note or consignment note data. For more information about transport documents please contact Customer Support via [www.greencargo.com/en](http://www.greencargo.com/en) or the Green Cargo Sales Person responsible for this Agreement.

- 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.

## **7. NOTIFICATION & ADVICE**

- 7.1. Green Cargo will notify, unless the Customer has specifically declined notification, the estimated time at which the empty wagon will be available as well as the estimated time at which the loaded wagon will arrive at the agreed delivery point.
- 7.2. The notification message will be addressed to the person designated as notification recipient in the Production Annexe. Notification to other parties will only be made at the specific request of the Customer.

## **8. 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 surcharges for transport orders cancelled by the Customer if Green Cargo has already confirmed the transport order.

## **9. DISCREPANCY REPORTS**

- 9.1. Unless the Customer has specifically declined reports of discrepancies Green Cargo will notify the Customer if the estimated time of arrival at the destination 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.
- 9.2. Discrepancy reports will be sent out between 07:00 and 17:00 hours on any working day (weekdays Monday - Friday which are not public holidays) and will contain information of a revised estimated time at which an empty wagon will be made available, or a revised estimated arrival time.

## **10. LOADING INSTRUCTIONS**

- 10.1. The Customer is answerable to Green Cargo as consignor for loading and anchorage of goods in accordance with relevant laws, regulations and loading instructions. For more information or advice about current loading regulations etc. please contact Customer Support via [www.greencargo.com/en/](http://www.greencargo.com/en/) or the Green Cargo sales person responsible for this Agreement.

## 11. SPECIAL TRANSPORT

- 11.1. "Special transport" designates transport of goods with a load profile which exceeds the normal and for which special permits must be sought and received.
- 11.2. A prerequisite for execution of special transport is that Green Cargo has received a special permit as well as their being a decision about special transport conditions from the relevant infrastructure 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.
- 11.3. In the "Goods description" field in 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 as well as for major traffic disturbances which have been caused by a third party.

## 12. AVAILABILITY OF GOODS WAGONS

- 12.1. The Customer is responsible for reporting to Green Cargo when the wagon is empty. For more information please contact Customer Support via [www.greencargo.com/en](http://www.greencargo.com/en) or the Green Cargo Sales Person responsible for this Agreement. Customers which have access to "event management" can report a wagon as empty using that system. Wagons that are reported as empty shall be made available to Green Cargo at the agreed handover point.
- 12.2. When agreed wagon disposition times are exceeded Green Cargo has the right to debit the Customer a surcharge.

## 13. ROAD HAULAGE

- 13.1. An agreement for road haulage to the rail despatch station includes in its price road transport to the agreed rail despatch station from an agreed collection address as well as reloading from a road vehicle to a rail wagon. An agreement for road haulage to the destination includes in its price reloading from a rail wagon to a road vehicle as well as road transport from the agreed rail station to the agreed delivery address.
- 13.2. In the case of haulage to the rail despatch station the Customer is responsible to Green Cargo as consignor for loading and load anchorage of the goods in the road vehicle in accordance with prevailing regulations from Trafikverket/Swedish Transport Administration. In the case of haulage to a destination the consignee is responsible for unloading the goods using the consignee's own equipment. The price includes one hours loading respectively unloading time.
- 13.3. Delivery respective collection take place between 07:00 and 17:00 on working days (weekdays Monday - Friday which are not public holidays) unless otherwise agreed.