



Offer Conditions and General Terms and Conditions of TRANSA Spedition GmbH for the Timber Business Segment

Last updated: 1 January 2025

The General Terms and Conditions for the Timber Business Segment (GTC Timber) of TRANSA Spedition GmbH (TRANSA), as amended from time to time, shall apply.

Our offer is based on the currently valid freight rates and exchange rates and is valid subject to the availability of the means of transport (wagons), the serviceability of the rail lines (particularly the specified routes) and the availability of the track infrastructure required for the transport.

All stated prices are net of any applicable statutory VAT and also of all or any ancillary fees or charges (e.g. weighing, (wagon) demurrage, costs for the use of private loading points, costs of reloading in the event of defective loading etc.) and all other costs unless these are expressly included. Any services performed that are not quantified or defined in the offer shall be billed separately. The freight rates quoted are based in Germany on the current track access charging system used by DB InfraGO AG. This system has been modified to include a noise-based surcharge for loud freight trains, which came into effect from 1 June 2013. For any future increase in the noise-based surcharge by DB InfraGO AG, we reserve the right to adjust the valid freight rates accordingly. The freight rates re-calculated on this basis shall be binding and shall replace the freight rates currently offered for the contractual period to which the increase in track access charges applies.

This offer is subject to change until you expressly accept it. Your acceptance must be received at least four days before your intended start date for the transport. Upon acceptance of the offer, TRANSA's confirmation of the offer shall be implied in fact. A wagon order placed by you shall be deemed in this context to be your acceptance of the offer. Our offer shall remain valid until the period indicated above ends or until we issue a new offer, whichever comes first.

By accepting our offer, you warrant that you will provide us only with wagons whose keepers are party to the General Contract of Use for Wagons (GCU) or will provide the wagons under the same conditions as would apply if the keepers were party to the GCU. This shall not apply if it has been agreed that we or DB Cargo AG will make the freight wagon available as a means of transport or where the freight wagon handed over is to be transported on its own wheels as goods. The GCU can be viewed at www.gcubureau.org.

Prior to placing an order, please ensure that the appropriate framework conditions for its execution are in place. Please be aware that you are responsible for any incomplete and/or false information in the consignment note, or for any failure to comply with the instructions given.

The customer shall also be liable for the actions or omissions of any third parties (loaders) it deploys, e.g. for compliance with the weight limits according to the load limit panels and loading rules for the wagons used. Designated line categories apply on the date that the offer is made and are subject to possible change at any time without further notification. Please organise any necessary customs formalities and the fulfilment of official requirements/obtaining of licences in good time, and coordinate these with us prior to the execution of the transport services.

Damage in transit is not covered by insurance. Transport insurance can be obtained by you separately. In the event of damage to the cargo, please obtain an (official railway) report of the circumstances without undue delay. Please report visible damage immediately and hidden damage within six days.

Supplementary offer conditions for the transport of timber

We recommend ordering at least three working days prior to the day of requirement for stations on the 'core and supplementary network'. For

stations on the 'supplementary network' and with 'station service upon request', order acceptance may be linked to a minimum number of wagons. In these cases, the order deadline is 10:00 am on the Wednesday of the preceding week. Please coordinate short-notice orders with our customer service department in Freilassing. For details of the timber loading stations and their special features (e.g. minimum number of wagons), please contact our sales or customer service departments.

Notwithstanding Sections 3.7 and 3.8 of the "Standard Rates and Other Provisions of DB Cargo AG", a cancellation fee applies for the transport of timber, regardless of the type of wagon or the demand situation (high demand).

For the use of stations in the core network:

- EUR 115.00 per wagon (plus VAT) for cancellations notified later than 10:00 am on the working day prior to the day of requirement.

For the use of stations in the supplementary network:

- EUR 65.00 per wagon (plus VAT) for cancellations notified between 10:00 am two working days prior to the day of requirement and 10:00 am three working days prior to the day of requirement.
- EUR 90.00 per wagon (plus VAT) for cancellations notified in the period between 10:00 am on the working day prior to the day of requirement and 10:00 am two working days prior to the day of requirement.
- EUR 115.00 per wagon (plus VAT) for cancellations notified later than 10:00 am on the working day prior to the day of requirement.

Cancellation conditions shall be agreed individually for the use of stations with 'station service upon request'. If no agreement exists, the cancellation conditions for the use of stations in the supplementary network shall apply. If a wagon that has been made available is cancelled on the day of requirement, one day's demurrage shall be additionally charged for the wagon. If wagons are cancelled later than on the day of requirement, demurrage fees shall be charged from the day of requirement onwards, in accordance with the "Standard rates and other provisions of DB Cargo AG". If cancelled wagons (whether cancelled on the day of requirement or later) have to be collected empty, a recovery fee shall additionally apply.

As the customer, you are also responsible for ensuring that loading and unloading periods are adhered to and for notifying TRANSA in a timely manner that empty wagons are ready for collection. The notification shall be deemed to be 'timely' if it is received by us at least three hours before the end of the loading period and no later than 1:00 pm on working days. The engagement of third parties does not release the customer from its obligations towards TRANSA. Any demurrage charges due will be billed in accordance with the "Standard Rates and other Provisions of DB Cargo AG". Any additional (shunting) costs will be invoiced to the customer according to the expense incurred.

If a wagon is overloaded, you will be charged for the costs of the necessary measures. In the case of transport in Austria, a further charge of EUR 135 per overloaded wagon will be due in addition to this.

Please note: due to current restrictions on the load capacities of the Roos and Ealos-t wagon types, it is not permitted to exceed the maximum weight per wagon of 80 tonnes (20 tonnes per axle). The loading weight is calculated based on the total weight of 80 tonnes less the recorded tare weight. However, the maximum loading weight shall be that set out in load limit panel C.

Example: Total weight of 80 tonnes less tare weight of 24.5 tonnes = 55.5 tonnes; however, if the load limit in line category C is 55 tonnes, the maximum load = 55 tonnes.



General Terms and Conditions for the Timber Business Segment (GTC Timber) of TRANSA Spedition GmbH (TRANSA)

1 Scope, supplementary terms and conditions

- 1.1. TRANSA Spedition GmbH (hereinafter referred to as "TRANSA") provides services in the Timber business segment in accordance with the following GTC Timber and the conditions set out in Sections 1.3 - 1.6.
- 1.2. These GTC Timber are not applicable to contracts with consumers within the meaning of Section 13 German Civil Code (*Bürgerliches Gesetzbuch*).
- 1.3. For cross-border services which fall within the scope of COTIF/CIM, the "General Terms and Conditions of Carriage for International Freight Traffic by Rail" (GTC-CIM) of the Comité international des transports ferroviaires (www.cit-rail.org) shall apply in addition, unless stated otherwise in these GTC Timber.
- 1.4. The following apply in addition to these GTC Timber:
 - Standard Rates and other Provisions of DB Cargo AG
 - Loading guidelines of DB Cargo AG
- 1.5. The general terms and conditions of the party contracting with TRANSA shall only apply if expressly confirmed in writing by TRANSA.
- 1.6. Unless otherwise agreed, we provide freight forwarding, warehousing and other services customary in forwarding on the basis of the ADSp 2017 (German Freight Forwarders' Standard Terms and Conditions), which can be downloaded from the DSLV website at <https://www.dslv.org/de/adsp>.

2 Ordering

- 2.1. The contracting party shall place the order by EDI (Electronic Data Interchange), RSO (RailServiceOnline), link2rail or by entering it in a web form or web interface provided by TRANSA or in another manner agreed with TRANSA. The order shall be deemed to have been accepted if TRANSA does not reject it within a reasonable period of time.
- 2.2. An order confirmation shall be issued only if this has been agreed with the contracting party. An intermediate message shall not be regarded as order confirmation.
- 2.3. Plant holidays and public holidays must be notified to TRANSA in good time so that train paths that are not required can be cancelled with DB InfraGO in a timely manner.

3 Transport order, consignment note

- 3.1. Where a consignment note is in accordance with Section 408 of the German Commercial Code (*Handelsgesetzbuch*, "HGB") is used, it shall be deemed equivalent to a transport order.
- 3.2. Even where a consignment note is not used for a transport order, the party contracting with TRANSA shall provide the information required under Section 408 HGB. The contracting party shall be liable under Section 414 HGB for the correctness and completeness of the information it provides, including where a consignment note is not used.

4 Wagons and load units (LUs) provided by TRANSA, loading periods

- 4.1. Unless otherwise agreed, TRANSA will provide wagons and LUs (see Section 15.2). Should the contracting party provide the wagons, it shall ensure that the wagons it provides are suitable in every way for the ordered transport and that the wagons may be used for such transport.
- 4.2. TRANSA is entitled to amend the type of wagons and LUs in line with the respective situation, in particular the wagon category even if this is set out in the transport order, taking into account the interests of the party contracting with TRANSA.
- 4.3. Prior to loading, the party contracting with TRANSA shall check the wagons and LUs supplied with regard to their suitability for the intended purpose of use and for visible defects and shall notify TRANSA immediately of any complaint.

- 4.4. The party contracting with TRANSA shall be liable for damage to wagons and LUs caused by itself or by its performing agents. The contracting party shall not be liable if the damage is due to a defect that was already present at the time of handover. Any damage or accident shall be reported immediately to TRANSA.
- 4.5. The party contracting with TRANSA shall be responsible for ensuring that unloaded wagons and LUs are returned by the specified date and time to the agreed handover point in proper and adequate condition for re-use, clean-swept, fully emptied and complete with all unattached components. Otherwise, TRANSA will levy a charge for the expenses incurred in accordance with the "Standard Rates and Other Provisions of DB Cargo AG". Any further claims for damages shall remain unaffected thereby.
- 4.6. If the loading periods are exceeded, TRANSA will charge demurrage in accordance with the "Standard Rates and Other Provisions of DB Cargo AG". Any further claims for damages shall remain unaffected thereby.
- 4.7. The provision of wagons and LUs prior to signing of a contract of carriage is subject to the terms of Section 412 (3), Section 415 and Section 417 HGB accordingly. Any further claims for damages shall remain unaffected thereby.

5 Block trains

- 5.1. A block train is a permanently coupled train conveyed as a single consignment on the route from a point of departure and consignor to a destination and consignee.
- 5.2. Ordering procedures, changes to the order, stabling rules, cancellations, etc. shall be agreed separately.

6 Wagons provided by the customer

- 6.1. The contracting party shall ensure that
 - a) wagons it provides are subject to maintenance by a certified entity in charge of maintenance (ECM). Otherwise, TRANSA is entitled to refuse acceptance of the wagons;
 - b) only wagons whose keepers are party to the General Contract of Use for Wagons (GCU) are used. Should this not be the case, it shall provide such wagons to TRANSA under the same conditions as would apply if the keepers were party to the GCU. This shall not apply if it has been agreed that the wagon provided will be carried on its own wheels as goods;
 - c) the wagons handed over are safe to operate, suitable for the goods being carried, and have the appropriate approval;
 - d) TRANSA or the railway company engaged shall be entitled to pass on to the keeper the data which is absolutely necessary for the further use of the wagon by the keeper.
- 6.2. The contracting party warrants that it will only provide TRANSA or subcontractors engaged by TRANSA with freight wagons that, for transports in/through Germany, comply with the requirements of the German Railway Noise Mitigation Act (*SchieneLärmschutzgesetz*) and
- 6.3. for transports in/through Switzerland, comply with the requirements of the Swiss Federal Law on Railway Noise Abatement (*Bundesgesetz über die Lärmsanierung von Eisenbahnen*) and
- 6.4. for transports in/through the European Union starting from the timetable change in 2024, meet the requirements of Regulation (EU) No. 1304/2014, and that it will provide evidence in a timely manner upon request detailing compliance with the statutory requirements.

If the contracting party provides a wagon that does not comply with the statutory requirements, it shall pay TRANSA a flat fee of EUR 1,500 per wagon. TRANSA or the subcontractor engaged by TRANSA may also refuse to accept the freight wagon and/or may claim compensation for damages. The flat fee shall be offset against any compensation claims. The contracting party shall indemnify and hold harmless TRANSA and subcontractors engaged by TRANSA against all third-party claims arising from the infringement.



7 Telematics and sensor data, including link2rail eServices
7.1. If wagons are equipped with telematics and sensor devices, TRANSA collects and uses wagon-related data. If data from equipped wagons of third-party keepers is available to the contracting party, the contracting party shall arrange for this data to be made available to TRANSA wherever possible. Companies in which DB Cargo AG is a direct or indirect majority shareholder can also access the data in the course of providing their transport services.

7.2. The basic eServices on the link2rail platform are included in the transport price at a rate of EUR 1 per wagon transported, regardless of whether they are used. These basic eServices include "Empty Wagon", "Order", "Track&Trace" and "Invoice View".

8 Loading regulations

8.1. The party contracting with TRANSA shall be responsible for safe loading and unloading. Loading practices shall conform to the loading guidelines, as amended, applicable to the respective mode of transport.

8.2. TRANSA shall be entitled to inspect wagons and load units to ensure that they have been safely loaded.

8.3. If the party contracting with TRANSA fails to fulfil its obligation as set out in Sections 4 and 6, if there is a substantial deviation between the agreed cargo and the actual cargo loaded, if the permissible total weight is exceeded, if carriage is impeded or safe performance is threatened as a result of the type of cargo or method of loading, or if there has been a violation of legal provisions, TRANSA shall, if such a situation becomes apparent, request that the contracting party provide remedy within a reasonable period of time. If the situation is not remedied within the deadline, TRANSA shall also be entitled to assert its rights in accordance with Section 415 (3) sentence 1 HGB.

8.4. The customer shall remove any waste created during the loading and unloading process from the loading point, including all access routes, at its own expense and without delay. If the cleaning is carried out by us, we will levy a charge in accordance with the "Standard Rates and Other Provisions of DB Cargo AG" for the expenses we incur.

9 Obstacles

Within the scope of Section 419 (3) HGB, TRANSA is entitled to stable the loaded wagons in sidings. For the duration of such stabling, TRANSA shall be liable to exercise the care of a prudent businessman.

10 Presumed loss

Presumed loss pursuant to Section 424 HGB shall take effect 30 days after the delivery deadline.

11 Dangerous goods

11.1. The party contracting with TRANSA shall comply with the applicable legal requirements governing the carriage of dangerous goods.

11.2. In the case of Class 7 dangerous goods, a physical handover/acceptance of the goods is required and must be agreed in writing.

11.3. TRANSA does not store dangerous goods or stable loaded wagons containing dangerous goods whilst in transit.

12 Settlement, prohibition of offsetting

12.1. Invoices from TRANSA shall be due and payable within 10 days of receipt.

12.2. TRANSA's claims may not be offset or payment thereof withheld in respect of counterclaims, unless the counterclaim is undisputed or has been established by a final judgement in a court of law.

12.3. TRANSA may demand advance payment or the provision of security from the customer.

13 Price adjustments

13.1. If the planned route cannot be used or only limited use is possible, e.g. due to engineering works, accidents or other unforeseeable

disruption to route availability, TRANSA is entitled to charge the customer the additional costs for transport via the alternative route. TRANSA shall provide proof of the required diversionary route, including the distance in operating kilometres. The additional costs shall be calculated using the following formula:

*Agreed freight rate * km diversionary route / km standard route = freight rate for period of diversion.*

13.2. In the event of an increase in the prices of the subcontractors engaged by TRANSA by more than 5% within a period of 3 months, TRANSA shall be entitled to adjust the agreed freight rates by the amount of the additional costs. If this results in an increase of more than 2% in the freight rates, the customer may terminate the route(s) concerned by giving one month's notice to the day on which the price adjustment takes effect. The existing prices shall then apply until the route is terminated.

14 Customs and other administrative regulations

Compliance with customs and other administrative regulations while the goods are in transit, shall be the responsibility of TRANSA or its authorised representatives. For these services, and for delays for which TRANSA is not responsible during the performance of such services, TRANSA will charge a fee as set out in the "Standard Rates and Other Provisions of DB Cargo AG".

15 Special conditions for combined transport

15.1. Combined transport within the meaning of these provisions is the carriage of loaded or empty load units (LUs) which comply with the applicable statutory provisions and technical regulations (e.g. in accordance with DIN, EN, UIC leaflets, valid CSC safety approval plate) and bear the prescribed markings.

15.2. LUs are defined here as:

- Large containers (land containers for transport on the European mainland and containers for overseas shipment that have been standardised by the International Organization for Standardization (ISO)),
- Swap-bodies (i.e. superstructures interchangeable in operations) in accordance with CEN standards,
- Semi-trailers, truck-trailer combinations and articulated vehicles (the latter two using the "Rolling Road") within the meaning of the German Road Traffic Licensing Regulations (StVZO).

15.3. Swap bodies, semi-trailers, truck-trailer combinations and articulated vehicles (loaded or empty) will only be accepted for forwarding if they are codified.

15.4. The customer shall be responsible for the sealing of loaded, covered, closed wagons unless TRANSA and the customer have come to alternative arrangements. The customer will be charged for the sealing of freight wagons by TRANSA in accordance with the DB Cargo AG service catalogue.

15.5. Unless otherwise agreed, the customer shall make out a container consignment note in accordance with the template available at www.dbcargo.com/alb.

15.6. A consignment is understood to mean the LUs dispatched under a single container consignment note.

15.7. Large containers with a height of more than 2,603 mm (8', 6") may exceed the loading gauge of the railway and, in the case of road delivery, the maximum permissible height of 4 m under the Road Traffic Licensing Regulations (StVZO). Special conditions of carriage must be agreed with TRANSA for such large containers.

15.8. The NHM position/code will depend on the type of goods loaded in the LUs or, for empty LUs, on the NHM position/code of the empty LUs.

15.9. LUs must comply with the respective valid statutory provisions and technical regulations (e.g. valid safety approval plate).

15.10. Load units delivered by the customer to TRANSA must be operationally safe and suitable for the cargo.

15.11. TRANSA stables load units outdoors.



16 Liability

- 16.1. Unless otherwise agreed below, TRANSA shall be liable pursuant to legal provisions.
- 16.2. **Notwithstanding the legally prescribed amount, TRANSA's liability per damage case shall be limited to an amount of EUR 1 million or two units of account per kilogram, whichever is the greater. This shall not apply to cases described in Section 435 HGB.**
- 16.3. **Where the ADSp (German Freight Forwarders' Standard Terms and Conditions) apply, we advise that: Section 23 ADSp 2017 deviates from the standard German statutory liability limit of 8.33 SDR/kg specified in Section 431 HGB and limits liability to EUR 1.25 million per damage case and EUR 2.5 million per damage event, or 2 SDR/kg, whichever amount is higher. For multimodal transport that includes carriage of goods by sea, liability is generally limited to 2 SDR/kg.**
- 16.4. In the event of stabling and requested storage, the amount of TRANSA's liability shall be limited as follows:
- for damage to goods in accordance with Section 431 (1), (2) and (4) HGB, liability shall be limited to 8.33 special drawing rights per kilogram up to a maximum of EUR 25,000 per damage case;
 - for damages arising from a difference between actual and expected stock, liability shall be limited to a maximum of EUR 50,000 per year;
 - for damage other than to goods, with the exception of personal injury and damage to third party property, liability shall be limited to EUR 25,000 per damage case.
- In other cases, Clause 16.2 shall apply.
- 16.5. Unless claims for damages are otherwise justified by mandatory legal provisions or intentional or grossly negligent conduct, TRANSA's liability is excluded. In the case of failure to meet obligations fundamental to performance of the contract, TRANSA shall be liable in accordance with the statutory provisions, but liability shall be limited to foreseeable typical damage.
- 16.6. The contracting party shall provide TRANSA with an opportunity to inspect the damage.
- 16.7. The contracting party shall indemnify and hold harmless TRANSA within the scope of its share in the liability against any obligation arising towards third parties from the transport movement, custody or other handling of the goods, or arising from the nature of the goods or the failure of the party contracting with TRANSA to comply with its duty of care.
- 16.8. Timetables and transport plans provided to the contracting party shall not be regarded as an agreement on the delivery period.
- 16.9. Where TRANSA is contractually obliged to insure third-party equipment or cargo, it is granted the right to self-insure.
- 16.10. As the carrier, TRANSA assumes the custody obligations for the wagon/LU and the cargo when it physically accepts the wagon (coupling) at the agreed handover point at the place of departure. Custody of the wagon/LU and cargo ends with the physical handover of the wagon (uncoupling) at the handover point at the destination.

17 IT security

The contracting party shall establish suitable processes to ensure information security (information security management system) in its company and maintain these throughout the duration of the contract.

18 Transfer of rights and obligations

TRANSA shall be entitled to transfer its contractual rights and obligations to affiliated enterprises within the meaning of Sections 15 et seq. of the German Stock Corporation Act (*Aktiengesetz*) without the consent of the contracting party.

19 Trade compliance

- 19.1. Performance of the contractual obligations (providing goods and services) shall be subject to the proviso that it does not conflict with any applicable national, European or international export control regulations, such as embargoes, sanctions or other bans and restrictions. The contracting party undertakes to provide any information and documentation required for export or transfer.
- 19.2. Delays due to testing and approval procedures based on export control regulations may negatively affect delivery times and agreed deadlines. If the necessary approvals are not granted or if the contractual service cannot be approved, TRANSA is entitled to withdraw from the contract. Where this is the case, assertion, by the contracting party, of claims for compensation of any kind, particularly due to delay or non-fulfilment, or of other rights, shall be precluded.
- 19.3. The contracting party undertakes vis-à-vis TRANSA to comply with all applicable export control regulations. Where goods delivered by TRANSA (goods, software or technology including the supporting documentation) are passed on to third parties, the regulations applicable under export control law shall be observed by the contracting party.
- ### 20 Place of jurisdiction, applicable law
- 20.1. The law of the Federal Republic of Germany shall apply to the exclusion of German private international law.
- 20.2. The place of jurisdiction for all disputes shall be Offenbach am Main or, at TRANSA's discretion, the registered office of the contracting party.