

These General Conditions govern relations between Lorry-Rail and its customers for combined international road-rail haulage services. They are supplemented by the Schedule of Fares and, as the case may be, by any Special Conditions agreed with Customers. The ordering of services implies the Customer's unconditional acceptance of the General Conditions. In all cases, these General Conditions take precedence over the customer's general conditions. In the case of conflict, discrepancy or ambiguity between French and English version of these General Conditions of Sale, French version will take precedence over the English one.

## 1. DEFINITIONS

In these General Conditions:

«Customer» means the principal (person giving the order) or whomsoever is acting on their behalf.  
 «Contract» means the contract entered into between the Customer and Lorry-Rail with a view to shipping one or more Loading Unit(s) at the same time, formalised by the Customer's booking request and confirmation of this booking by Lorry-Rail.  
 «Terminal Manager» means the subcontractor(s) of Lorry-Rail charged with accepting, handling, loading/unloading and delivery of the Loading Units on and off the railcars at the agreed departure and arrival terminals.  
 «Interchange» means the document completed by Lorry-Rail or any person appointed by the same, on Handover and on Delivery which contains a statement on the external condition of the UTC.  
 «Delivery» means the action whereby the Loading Unit is placed at the Customer's disposal for collection at the destination terminal at the agreed date and time.  
 «Goods» means the property, material and equipment of any nature whatsoever accommodated in the Loading Units with a view to their carriage.  
 «Loading Unit» or «UTC» means a standard road semi-trailer, swap-body or container containing the Goods and complying with European standards (including directives 96/53/CEE and 97/27/CEE) which after loading onto a Railcar complies with the constraints of the gauge on the line used, as communicated to the customer on signature of the contract and readable on the website [www.lorry-rail.com](http://www.lorry-rail.com).  
 «Handover» means the act by which the Loading Unit is transferred to Lorry Rail by the Customer at the departure terminal.  
 «Fares» means the basic fare scheme communicated to the Customer when enquiring about booking.  
 «Railcars» mean the railcars used for the carriage of the Loading Units by rail.  
 «Lorry-Rail» means the public company governed by Luxembourg law with capital of EUR 24.000.000, registered on the Luxembourg register of trade and companies under number B116141, with its registered office at Terminal Intermodal Z.A.E. Wolser E, 100 L-3437 Dudelange.

## 2.- OBLIGATIONS OF THE PARTIES

### 2.1.Obligations of LORRY-RAIL

#### 2.1.1 Lorry-Rail undertakes to:

- Organise and arrange the carriage of the UTC entrusted by the Customer by rail, from the agreed place of collection to the agreed place of destination;
- Organise reception facilities and access to each terminal for the road units for handover of the UTC on the parking area provided for this purpose and to check overall size;
- Organise and oversee operations for the Terminal Manager to load the UTC onto the Railcars at departure;
- Organise and oversee operations for the Terminal Manager to unload the UTC from the Railcars upon arrival;
- In the event transport resources are not available on Handover day, load the UTC as soon as possible onto the next train.
- Provide information to the Customer by any means or make information available on VIFA& YOU's website relating to:
  - the latest Handover time at the departure terminal,
  - the number of the loading train,
  - the time at which the UTC will be available for Delivery at the arrival terminal,
  - any changes to the timetable.

### 2.2. Obligations of the Customer

The Client undertakes to:

- Return these General Terms and Conditions, duly signed, preceded by the handwritten words "Read and Approved";
- Hand over the Loading Unit for carriage on the scheduled date and time at the agreed terminal;
- Disclose all information concerning the Goods consigned, in particular the quantity and nature thereof together, as the case

may be, with any relevant precautions to ensure transportation and handling proceeded smoothly;

- Produce all the documents and authorisations necessary to carry the Goods accommodated in the UTC;
  - Make all declarations and complete all documentation to comply with the regulations in force;
  - Collect the Loading Unit on the day of Arrival from the agreed terminal;
  - Under its own authority and liability, ensure the Loading Unit is detached from or reattached to the traction vehicle safely, in particular as regards bolting and unbolting of securing devices and any adaptations necessary for carriage by rail or road haulage (e.g. adjustment of standing legs and bumpers);
  - Make itself aware of and comply strictly with the internal operating procedures posted at the departure and arrival terminals and the safety instructions which apply therein;
  - Ensure that operations relating to the preparation, loading, unloading and transport of the goods on semi-trailers are reliable in terms of safety. Agents and business partners acting on behalf of customers, including their sub-contractors, for the performance of these services, are informed that they must also ensure the safety of the logistics chain.
  - Not to exceed the total weight of the UTC declared when booking;
  - Ensure payment of the fee to Lorry-Rail;
  - The Customer is prohibited from entrusting Lorry-Rail with the transport or organisation of the transport of illegal or prohibited goods;
  - The Customer shall, in due course, give Lorry-Rail specific instructions required for the performance of the transport and related services. Lorry-Rail is not required to check the documents provided by its Customer, nor the condition, quantity, weight or type of goods, their packing, tying-down or packaging;
  - If the loading units need to be forwarded by boat prior to their receipt by Lorry-Rail, the Customer is required, when making its booking, and in any case before finalising the Contract, to give Lorry-Rail the exact dimensions of the loading unit and to ensure that the UTC complies with the specifications set out in Appendix of these GTC available in [lorry-rail.com](http://lorry-rail.com);
  - The Customer acknowledges that in the event of the non-compliance of the Customer's UTC with the specifications set out in Appendix 1 of these GTC available in [lorry-rail.com](http://lorry-rail.com), Lorry-Rail may, without engaging its liability, refuse to transport said UTC;
  - Where customs procedures need to be completed, the Customer shall hold Lorry-Rail and/or the customs agent harmless against any financial consequences arising from erroneous instructions, unenforceable documents etc. which may, in general, entail an assessment of additional duties and/or taxes, or fines, etc. issued by the government department concerned;
  - When required due to the type of goods, the Customer is required to package, pack, mark or countermark such goods, in such a way that they will withstand transportation as well as storage operations and successive handling;
  - In the case of sensitive goods or dangerous goods that are not prohibited, the Customer must affix appropriate labelling to enable immediate and unequivocal identification of the consignment that they form part of.
  - In the event of the loss or damage or any other problem affecting the UTC and/or the Goods, or in the event of a delay, the Customer shall be responsible for making regular and adequate inspections, for justifying any reservations and in general for carrying out any action that may be useful to preserve their claims and to confirm said reservations in due form and within the deadlines set by law. Failing that, the Customer shall waive its right to bring claims against Lorry-Rail or its substitute carriers.
- 2.2.1 Failure of the Customer – Impediment to transportation
- The Customer shall inform Lorry-Rail, providing sufficient notice in accordance with professional practice and the method of transport selected, in the case where the loading unit cannot be handed over to the latter within the agreed deadline. Failing this, Lorry-Rail shall be entitled to claim damages. Should, once loading is completed, transportation be impeded or temporarily interrupted or if the performance of the carriage of the goods becomes impossible, Lorry-Rail shall request instructions from the Customer, in writing or by any means of data transmission or storage. The Customer shall advise Lorry-Rail of all implications that come to its knowledge. In the absence of a timely reply from the Customer, Lorry-Rail shall take measures that it deems to be in the best interests of the Customer for the storage of the goods or their carriage by other routes or means. Any costs incurred shall be passed on to the Customer upon presentation of receipts. Where the Customer is held responsible or the impediment, Lorry-Rail is entitled to the reimbursement of expenses not specifically provided for, upon presentation of receipts.

## 3. ENTRY INTO FORCE OF THE CONTRACT

The Contract takes effect upon acceptance by Lorry-Rail of a booking request made by the Customer.

## 4. END OF CONTRACT

The Contract ends on the date of Delivery at the destination terminal. Where the Customer does not take Delivery of the UTC at the agreed

place and date, the UTC will remain parked on the terminal at the Customer's cost, risk and liability.

## 5. SUPPLY AND STUFFING THE UTC

The Customer has sole responsibility for packing, packaging, sheeting, tying-down and stuffing the Goods together with the closing of the UTC and affixing seals. By handing over the UTC, the Customer warrants that the condition of the Goods and the closing and sealing of the UTC allows the safe carriage thereof and in particular that the Goods are packaged, packed, tied down, marked or counter-marked, so as to withstand the storage and handling operations connected therewith. The Customer has sole liability as regards stuffing the Goods in refrigerated UTC, for wrongly indexing the temperature necessary and for any malfunctioning of the refrigerated UTC. The Customer warrants that the LUs supplied are fit for purpose, for the carriage, storage and handling operations scheduled and meet all of the compliance and safety criteria required by national and international laws, conventions and regulations. If, during transportation, it is necessary to reload the consignment, the repackaging costs, together with any costs connected with the unavailability of the Railcar and disruption to the rail traffic, shall be borne by the Customer. In such an event, Lorry-Rail reserves the right to alter the place of Delivery of the UTC. Lorry-Rail inspects or has others inspect the overall external condition of the UTC, in the presence of the Customer, on Handover and on Delivery. An Interchange containing a statement of the external condition of the UTC will be issued on Handover and on Delivery.

## 6. UNAUTHORISED GOODS

6.1. LClass 1, 2, 5.2 and 7 dangerous goods are strictly prohibited.

- Class 1: "Explosives" (UN Numbers 0074, 0113, 0114, 0129, 0130, 0135, 0224 and 0473)
- Classe 2:
  - \* 2.1 "Inflammable gas"
  - \* 2.2 "Non-flammable non-toxic gases"
  - \* 2.3 "Toxic gas"
- Class 4.1: "Self-reacting materials requiring a temperature-controlled environment (UN Numbers 3231 – 3240)
- All materials belonging to sub-divisions D and DT in particular: UN numbers: 1310, 1320, 1321, 1321, 1322, 1336, 1337, 1344, 1347, 1348, 1349, 1354, 1355, 1356, 1357, 1517, 2555, 2556, 2557, 2852, 2907, 3317, 3319, 3344, 3364, 3365, 3366, 3367, 3368, 3369, 3370, 3376, 3380, 3474
- All materials belonging to sub-division F2
- Class 5.2: "Organic peroxides" (UN Number. 3111 – 3120)
- Class 6.1: "Toxic materials"
- Class 6.2: "Infectious materials"
- Class 7: "Radioactive materials"
- Class 8: "Sulphur trioxide with a purity of 99.95% transported in tanks without inhibitor (UN Number 1829)

6.2. Dangerous Goods, other than those covered in article 6.1, may not be consigned to Lorry-Rail without its prior written agreement and without the UTC or packages containing these Goods, as well as the Goods themselves, having been clearly marked on the outside so as to indicate their nature and hazardous character, in accordance with any applicable laws or regulations. In all events, the Customer is bound to make all the necessary declarations and to comply with all the conditions laid down by the national and international regulations in force for the carriage and storage of dangerous goods. The Customer is bound to collect any Dangerous Goods immediately upon their arrival at the destination terminal. Failing which, Lorry-Rail may take all the appropriate safety measures it considers necessary, at the Customer's cost and risk. The carriage of Dangerous Goods will entail application of a surcharge in addition to the cost of carriage. Live animals are not authorised. Unless previously agreed in writing by Lorry-Rail, the following goods are prohibited:

- Goods covered by a "Monies and Securities" policy,
- Tobacco, mobile phones and clock parts
- Jewellery, pearls and precious stones, furs, silverware, works of art, sculptures or paintings, antiques, pictures, curiosities and collectables
- Documents and samples for which the commercial or contractual value bears no relation to their intrinsic value
- Precious metals, bank notes, coins, cheques of any nature, shares, bonds, stocks and bills, coupons and securities of all kinds.

## 7. PAYMENT TERMS

The prices for the carriage of loading units are calculated either on the basis of the prices excluding VAT indicated in the Schedule of Fares or, as the case may be, by private agreement in the Special Conditions, on the basis of information provided by the Customer, bearing in mind, in particular, the services to be performed, the nature, weight and volume of the goods to be transported and the routes to be taken. The prices are increased by VAT at the rate in force at the time of invoicing. The prices do not include: duties, taxes, fees or charges due in application of any regulation, notably fiscal or customs regulations (such as excise tax or import duties, etc.).

### 7.1.- Modalités de paiement

Services are payable in cash upon receipt of the invoice, without discount, by bank transfer to the bank account shown on the invoice. Any compensation for the settlement or unilateral imputation of the alleged damages to the price of the benefits due is strictly prohibited.

Requests to delay payments shall only be considered if the customer undertakes to provide Lorry-Rail with a guarantee issued by a first-rate banking institution.

If payment is late, late payment penalties are due by the Customer as a matter of law. Any principal sum not paid by the Customer to Lorry-Rail by due date will give rise to payment of interest on arrears, in accordance with the provisions of the law. Invoices not settled by their due date will carry interest at the ECB reference rate plus 7 percentage points. The penalties due pursuant to the foregoing shall be collected by Lorry-Rail as a matter of law without there being any need for prior formal notice. In addition to late payment charges, all late payment will entail payment of a fixed charge of Forty (40) euros to cover costs of recovery. This handling charge will be due to Lorry-Rail as a matter of law, without there being any need for prior formal notice. So long as the sums due have not been settled, Lorry-Rail reserves the right to suspend the Contract binding it to the Customer and, accordingly, to decline to accept Handover of any further UTC.

## 8. CONTRACTUAL LIEN

The Customer expressly acknowledges that Lorry-Rail has a contractual lien that has precedence over its right of general preferential and permanent lien insofar as concerns all goods, assets and documents held by Lorry-Rail. The lien serves as a guarantee for the total debt (invoices, interests, incurred costs, etc.) owed by the Customer to Lorry-Rail, to secure all receivables (invoices, interest, costs incurred, etc.) which Lorry-Rail holds against it, including any debt prior to or external to the services carried out relative to the goods, assets and documents effectively held by Lorry-Rail.

## 9. INSURANCE

Insurance covering the Goods transported shall not be taken out by Lorry-Rail on behalf of the Customer without a written order from the Customer, repeated for each shipment, specifying the risks to be covered and the values to be insured. If such an instruction is given by the Customer, Lorry-Rail, acting on the orders and on behalf of the Customer, will take out insurance with a reputable solvent insurance company. Unless specified otherwise, only ordinary risks will be insured. Intervening in this instance in the capacity of authorised agent, Lorry-Rail cannot be deemed as the insurer. The conditions of cover are deemed known to and approved by the Customer who shall bear the cost of the premium and excess charges. The Customer, who shall insure the transportation risks, must disclose to his insurers that they may only bring claims against Lorry-Rail within the limits of liability provided in this document.

## 10. PERFORMANCE OF THE SERVICES

The subcontractors chosen by Lorry-Rail are deemed to have been approved by the Customer. The departure and arrival dates that may be given by Lorry-Rail are given for informational purposes only.

## 11. MODIFICATION AND CANCELLATION OF BOOKING - CANCELLATION FEES

11.1. Change and cancellation of booking by customer  
To be deemed admissible, changes or cancellations of reservations must reach Lorry-Rail in writing (e-mail whose receipt is confirmed by Lorry-Rail, fax or mail) at least three (3) hours before the handover of the relevant UTC.

### 11.2. Cancellation fees

In the event of cancellation of booking by the Customer out of time provided for in Article 11.1, an administrative fee corresponding to the items included in the commercial offer may be charged by Lorry-Rail to the Customer.

11.3. No-show, late or early Handover of Loading Units:

In the event of a no-show or late delivery of the UTC at the time and day scheduled for the shipment without notice, Lorry-Rail may require the Customer to pay a penalty of an amount corresponding to the items included in the commercial offer.

## 12. LORRY-RAIL's LIABILITY

The liability of Lorry-Rail for loss, damage or delay will not take effect until the Hand-over of the UTC at the departure terminal on the date of shipment. Lorry-Rail's liability cannot be incurred for loss or damage to the UTC and/or goods in the case of early handover at the departure terminal, before the date of shipment, arising solely out of the Customer's fault.

### 12.1. Transfer of liability

The transfer of liability takes place when the Customer detaches its tractor unit and attaches it to the semi-trailer in the arrival terminal.

### 12.2. Liability of the substitute carrier

The liability of Lorry-Rail is limited to that which is incurred by its substitute carriers for the performance of the services entrusted with them. Where it is established that the loss or damage to the UTC and/or the Goods occurred during their carriage by rail, Lorry-Rail's liability and the limitations thereof shall fall under the provisions of the uniform rules concerning the contract for international carriage of goods by rail (CIM), which constitute Appendix B to the Convention concerning International Carriage by Rail (COTIF), in the version in force at the time the Contract takes effect.

When the limits of compensation for the substitutes are unknown or do not arise from any mandatory or legal provisions, they are deemed identical to those set out in article 11.2

### 12.3. Lorry-Rail's personal liability

#### 12.3.1 Losses and damages

Where Lorry-Rail's liability is incurred for loss or damage arising out of its own fault, error or omission, its liability shall be limited to the lowest of the following values, to the exclusion of any other compensation:

€14 per Kg gross weight of the missing or damaged goods loaded into the UTC or for that particular LU itself,

€2,300 per tonne gross weight per LU without being able to exceed €30,000 per UTC

Where the customer does not take Delivery of the UTC at the agreed place and date, the UTC will remain parked on the terminal at the customer's cost, risk and liability.

#### 12.3.2 Other damages

For all other damages, including a case of delayed delivery, the compensation due by Lorry-Rail is limited strictly to the cost of carriage, excluding duties, taxes and miscellaneous costs.

### 12.4. Implementation of Lorry-Rail's liability

The Customer has 30 days from receipt of the Merchandise to lodge a complaint to Lorry-Rail's after-sales service (SAV) available at claim@vii.com. This period corresponds to the maximum time limit for archiving images on Terminals. A customer complaint may only be created upon express agreement of Lorry-Rail and only in the following cases: Such complaints are admissible on presentation of invoices and letters from the sender and/or receiver of the goods, providing the following indications and information: the nature of the products, the quantity, the value, the protocol made with the terminal (interchanges) and pictures of the damage.

#### 12.4.2 Deterioration of the quality of the product

The Customer must provide a detailed invoice for the costs incurred as well as a document certifying that the goods have been rejected by its final recipient because of the deterioration.

#### 12.4.3 Wearing parts and consumables

Lorry-Rail does not cover consumables or wearing parts such as out of order braking, suspension or electrical components.

With regard to tyres, Lorry-Rail will not cover warping, punctures, abnormal wear and tear, as well as any foreign bodies in tyres, Lorry-Rail's liability being limited to functional condition and does not include structure. Lorry-Rail may cover the replacement of tyres only if the bursting of tyres results from a loading or unloading operation.

#### 12.4.4 Seals and TIR cords

Since the closure and sealing of the SR/UTI is secured with a seal at the start of the journey, only the absence of seals on arrival may incur the liability of Lorry-Rail in case of theft. At terminals, the customer agrees to present covered SR/UTIs equipped with TIR cables in good working order. In the event of non-compliance, the terminal will systematically provide the customer with new TIR cables in order to ensure the safety and transport of the goods. The customer will be automatically invoiced for these TIR cables at the applicable rate.

## 13. FORCE MAJEURE

Force majeure shall mean any event outside of the control of the affected party, which is of both an unforeseeable and unavoidable nature, which makes it impossible to perform the services, such as frost, snow or exceptionally heavy rain, thawing snow, fire, flooding, an incident or accident involving the rolling stock that makes it impossible to perform the service, explosions caused by any reason whatsoever, unannounced strikes, strikes or work stoppages resulting from a nationwide movement, orders, restrictions or prohibitions issued by a public authority. The occurrence of a case of force majeure that makes it impossible to perform the services under the above-mentioned conditions

shall automatically lead to the suspension of the contract. If Lorry-Rail is unable to commence or proceed with the performance of all or part of its obligations as a result of a case of force majeure, it shall inform the Customer by any means, including by email, no later than three (3) days following the occurrence of the event. If the case of force majeure exceeds a period of one (1) month, Lorry-Rail may decide to terminate the Contract and shall notify the Customer in writing of such termination.

The termination of the Contract as a result of a case of Force Majeure, shall not under any circumstances lead to the payment of damages or compensation by Lorry-Rail.

## 14. SAFEGUARD CLAUSE

Without prejudice to the provisions of the provisions above, if any unforeseen situation (economic, political, financial or technical) were to result in a modification of one of the elements of the Lorry-Rail benefit, and would render the performance of the Agreement excessively onerous for some who did not accept the risk, new conditions satisfactory to the parties would be negotiated.

The aggrieved party notifies as soon as possible by recommended letter with request for receipt from the other party, the circumstances justifying the implementation of the present clause and the request to negotiate new conditions. In the event that the parties fail to agree on these new conditions and by derogation from Article 1195 of the Civil Code, the Contract could be resolved without compensation subject to two months' notice.

## 15. CLAUSE DE CONFIDENTIALITE

Each party undertakes to respect the confidentiality of the information contained in the Contracts concluded, or exchanged during their negotiation or execution. The duty of confidentiality remains for two years from the execution of the benefit or from the end of the Contract if applicable.

## 16. PRESCRIPTION

All actions to which the Contract between the parties may give rise are prescribed within one year of the performance of the service at issue. It is expressly stated that the annual requirement of Article L.133-6 of the Code of Commerce is not applicable to actions in payment of Transport Benefits or to the ancillary benefits that Lorry-Rail may be required to exercise against the Customer or one of its employees.

## 17. AUTHORISATION TO USE THE CUSTOMER'S LOGO

The Client authorizes Lorry-Rail, unless formal opposition is notified in writing, to use in the context of its commercial communication and any operation to promote the railway motorway service, any image on which one or more of its Loading Units would appear with the logo and/or the commercial name of the Customer. The use of the logo by Lorry-Rail does not give it any right or license on the customer's brand or logo.

## 18. PERSONAL DATA

Lorry-Rail is responsible for processing your personal data. For information about the processing of your data and your rights, you can consult our Privacy Policy, available on our website lorry-rail.com.

## 19. CANCELLATION - INVALIDITE

In the event that any of the provisions of these Terms and Conditions are declared null and void, all other provisions will remain applicable.

## 20. APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION

20.1 Governing law : These General Conditions are subject to the laws of Luxembourg.

20.2 Jurisdiction : In the event of dispute or litigation, only the courts in whose jurisdiction lies the registered office of Lorry-Rail are competent, even in the event of multiple defendants or action to enforce a guarantee.