



**GREEN CARGO
PRODUCT TERMS**

for carriage solution Block Train (domestic and abroad)

Based on the standard terms version: STP.1 (2021)

1. BACKGROUND

- 1.1 Block Train is a partly *standardised* carriage solution where Green Cargo, on behalf of the Customer and according to what has been specifically agreed for a certain period, carries out transportation between agreed Loading Sites and Unloading Sites. Implementation, transport planning, capacity, handover points, timetables, flexibility and prices etc. are stated in the price and product annex agreed with the Customer from time to time (the "**Price and Product Annex**") and these product terms. Each agreed departure is referred to as a "**Carriage**" in the Agreement.

The Customer may add one or more Optional Services to the Carriage.

2. DEFINITIONS

Terms with a defined meaning are indicated using capital initial letters and their specific meanings are given either in the Main Agreement or in these product terms or the Price and Product Annex.

3. ORDER, AMENDMENT AND CANCELLATION OF CARRIAGE

- 3.1 See the Price and Product Annex.

Specific information regarding Carriage of Dangerous Goods, Abnormal Carriage and certain types of goods

- 3.2 In respect of Abnormal Carriage and Carriage of Dangerous Goods as well as specifically regulated types of goods, the Customer shall, in a timely manner, provide Green Cargo with all relevant information required to enable Green Cargo to determine whether such Carriage (in Green Cargo's opinion) is possible and appropriate to perform. In relation to carriage of goods for which Green Cargo has an obligation to notify or register (e.g. forage, food and waste), the Customer shall, in a timely manner, provide Green Cargo with all relevant information required

to enable Green Cargo to fulfil such obligation. The Customer is also responsible for goods manufactured, stored, transported or shipped with an authorised economic operator (AEO) and goods collected or delivered to such party being (a) manufactured, stored, processed and loaded in secure facilities and secure loading and transport areas, and (b) protected against unauthorized interference in manufacturing, storage, processing, loading and carriage. The Customer is responsible for ensuring, that reliable staff handle the manufacturing, storage, processing, loading and carriage of these goods, and that the business partners acting on their behalf are aware that they must be able to guarantee the security of the supply chain in accordance with the above. The Customer is also responsible for its own compliance with applicable regulations (including Regulation EC 1013/2006 on shipments of waste and the Swedish Waste Ordinance (SFS 2020:614)) regarding cross-border waste transports, including that the necessary notifications and permits exist.

4. PERFORMANCE OF CARRIAGE

- 4.1 If the Customer is not a consignor or consignee, the Customer is nevertheless, in all respects liable to Green Cargo as if the Customer were the consignor or consignee.
- 4.2 The Customer understands that failure to fulfil the Customer's (or the consignor's or consignee's) obligations under the Agreement may, in accordance with applicable law, cause Green Cargo not to perform or (at the Customer's risk and cost) to cancel an already commenced Carriage. Such failure may constitute a breach of contract that gives Green Cargo the right to terminate the Agreement. Green Cargo also has the right to, at the Customer's risk and expense, cancel a Carriage for which the risk of the goods has not yet passed to Green Cargo in accordance with Section 4.8 below, in the case of a justified suspicion that the Customer cannot or will not pay for the Carriage or previously performed services.

Provision of Wagons and their technical condition

- 4.3 If the unit price in the applicable Price and Product Annex includes Wagon, Green Cargo shall, unless otherwise agreed, provide the Wagons. In other cases, the Customer shall provide the Wagons, unless otherwise agreed.
- 4.4 The Customer is responsible for:
- (a) Each Wagon provided by the Customer (i) meeting applicable requirements of a technical and safety nature, (ii) being fully compliant with relevant rail infrastructure and Green Cargo's production system, and (iii) having a carriage holder acceded to the international contract of use for wagons, *General Contract of Use for Wagons*; and
 - (b) Wagons provided by Green Cargo not being damaged during loading, unloading (unless Green Cargo has agreed to carry out loading or unloading as an Optional Service) or any other handling during the time such Wagon is at the disposal of the Customer, whereby damage to a Wagon beyond normal wear and tear shall be considered caused by the Customer unless the Customer can prove that it was caused by Green Cargo (subject to Green Cargo carrying the burden of proof in respect of any potentially deficient loading of significance for the damage).

Loading and unloading of Wagons

- 4.5 The Customer is responsible for loading, unloading and cleaning of Wagons (unless Green Cargo has agreed to carry out loading, unloading or cleaning as an Optional Service).
- 4.6 The Customer is responsible (unless Green Cargo has agreed to carry out loading as an Optional Service) for the loading being completed in such time that:
- (a) the Consignment Note is drawn up and (unless Green Cargo shall draw up the same as an Optional Service) sent to Green Cargo in accordance with Section 4.13 below;
- and
- (b) the Wagon is ready to be collected without delay at the agreed time of collection.
- 4.7 The Customer is also responsible for ensuring that carried goods comply with and are loaded and secured in accordance with all applicable safety regulations and Green Cargo's from time to time applicable *Rules for loading and securing of goods* (which are available on www.greencargo.com and at Customer Service).
- 4.8 The risk of loss, damage or wastage of the carried goods shall, in accordance with applicable legislation, be transferred to Green Cargo by way of Green Cargo receiving and accepting the same for carriage (by receipt of Consignment Note, provided that the respective Wagon or Wagon Set is ready to be collected without delay at the agreed time). Green Cargo then carries this risk until the goods are delivered in accordance with Section 4.19 below (at which time the risk transfers to the Customer).
- Consignment Notes, import and other customs documents (carriage documents)**
- 4.9 For each agreed Carriage, the Customer shall (for the entire Wagon Set or for the respective Wagon, as agreed with the respective Customer) draw up and provide Green Cargo with a Consignment Note (unless Green Cargo shall draw up the Consignment Note as an Optional Service).
- 4.10 The Consignment Note shall comply with the format and contain such information as may be prescribed, from time to time, by Green Cargo in the *Rules for carriage documents* (which are available on www.greencargo.com and at Customer Service).
- 4.11 The Customer is responsible for the information provided in the Consignment Note being correct, clear and complete, and otherwise complying with what the Parties have agreed.
- 4.12 The Customer is also responsible for the prescribed import and customs documents being complete, correct and available and filed in such a way that Green Cargo does not

participate in illegal importation and must comply with the requirements of AEO-S.

- 4.13 If nothing else has been agreed, the Consignment Note must be delivered to Green Cargo no later than two (2) hours before the agreed time for collecting the concerned Wagon or Wagon Set. By sending the Consignment Note, the Customer also confirms that the Wagon or Wagon Set is ready for collection (see Section 4.17 (a) below).
- 4.14 The Customer understands that incorrect, unclear or incomplete information or carriage documents may affect the performance of the Carriage as well as the liability and costs associated therewith. The Customer agrees to indemnify and hold Green Cargo harmless for any costs and damages incurred as a result of information or carriage documents provided being inaccurate, unclear or incomplete or not provided on such time, or in the place or manner, agreed or prescribed by law or regulation.

Transit Period

- 4.15 Carriage is performed in accordance with the Price and Product Annex.
- 4.16 The Customer understands and accepts that Green Cargo may need to make changes in its production both in the line network and in the timetable (e.g. changes may need to be implemented regarding switching frequency, days of service and times after a change in allocation or other infrastructure related circumstances beyond the control of Green Cargo) during the Contract Period. Such changes may be temporary or of a more permanent nature and shall be communicated to the Customer without unreasonable delay.
- 4.17 Green Cargo shall collect Wagons at the Loading Site and at the time agreed. However, Green Cargo's obligation to collect Wagons requires that the Customer:
- (a) No later than two (2) hours before the time stated for collection notifies Green Cargo in the prescribed manner that the Wagon Set or Wagon is ready for collection;

and

- (b) that the conditions at the Loading Site are such that Green Cargo can collect the Wagon Set or the Wagon without having to take any measures such as moving wagons or carrying out further Switches.

4.18 Green Cargo shall perform each Carriage within 60 (sixty) hours, or the period calculated in accordance with Article 16 of CIM (if that period is longer) and subject to Sections 4.19 – 4.21 below (the "**Transit Period**"), unless the Parties have agreed on a longer period of time for a certain Carriage. The transit period stated here applies regardless of the information about potentially earlier time of arrival stated in the Price and Product Annex.

4.19 The Transit Period commences at the end of the day when Green Cargo was obliged to collect the Wagon Set or Wagon. The Carriage is then considered completed when Green Cargo has:

- (a) Delivered the relevant Wagon Set or Wagon to the Customer (or the consignee designated by the Customer) at the Unloading Site (which means that Green Cargo, in accordance with applicable legislation, via arrival notice or such manner as has otherwise been agreed, has delivered the Consignment Note, and the corresponding Wagon Set or Wagon, to the consignee);

or

- (b) in the event that the delivery has not been possible due to circumstances beyond Green Cargo's reasonable control, has notified the Customer (or the designated consignee) that the Wagon Set or Wagon is ready to be delivered and (i) the goods carried have been delivered to a customs or tax authority in a service or storage room used by the authority and not under the control of Green Cargo; or (ii) the goods have been put in storage at Green Cargo or delivered to a forwarding agent or a general warehouse for storage.

4.20 A break in the calculation of the Transit Period will occur during Saturdays, Sundays

and holidays. In Sweden, breaks are also made for Midsummer's Eve, Christmas Eve and New Year's Eve. Outside of Sweden, breaks are also made in the calculation of the Transit Period during such weekdays when general leave applies in the countries concerned (regardless of whether they are public holidays).

4.21 The Transit Period shall furthermore be *extended* by the time required to complete the Carriage as a result of:

- (a) Safety measures that Green Cargo considers necessary;
- (b) compliance with government regulations;
- (c) it constituting an Abnormal Carriage;
- or
- (d) circumstances beyond Green Cargo's reasonable control as set forth in Section 7 below.

4.22 If the Wagon Set concerned was not Switched due to circumstances beyond Green Cargo's reasonable control, the Transit Period shall not commence until the Switch has taken place.

5. COMPENSATION AND PAYMENT

Prices and fees

5.1 All prices and fees are stated *excluding* VAT and potential taxes and tariffs, which thus will be added to the amounts invoiced to the Customer.

5.2 Prices and fees that have been determined for a certain period of time in the Price and Product Annex applies for that period, but may change in connection with such changes in the production that are notified in accordance with Section 4.16 above. In other parts Green Cargo may adjust its prices and fees at any time during the Agreement Period. If Green Cargo resolves to carry out a price or fee adjustment pursuant to this section, Green Cargo shall notify the Customer regarding the adjusted prices and fees and the date of entry into force of the adjustments.

When an adjustment is made in accordance with this section, the date of entry into force may not occur earlier than 30 (thirty) days from the date of the notification of the change.

Electricity costs, infrastructure charges and other compensation

5.3 In addition to the fixed prices and fees specified in the applicable Price and Product Annex, the Fees for amendments, cancellations and deviations and the prices for Optional Services, track fees and charges for custom services, the Customer shall pay compensation to Green Cargo for variable costs, in accordance with Green Cargo's from time to time applicable *Rules for the calculation of variable costs* (which are available on www.greencargo.com and at Customer Service). Such additional variable costs may, for instance, relate to fuel surcharges (if the Carriage includes the Optional Services *Conveyance*). Stated electricity prices are indicative and Green Cargo adjusts the price afterwards by reconciliation against the actual price. Infrastructure fees are adjusted on an annual basis by Green Cargo, with effect as of the day when new fees come into force in relation to Green Cargo pursuant to decisions from the Swedish Transport Administration.

5.4 Furthermore, Green Cargo is entitled to compensation for:

- (a) Other unforeseen costs arising in connection with the performance of a Carriage (including any Optional Services) as a result of a decision by public authority or other circumstances beyond Green Cargo's reasonable control;

and

- (b) costs and damages incurred as a result of the Customer or its designated consignor or consignee having breached their obligations under the Agreement (including e.g. the obligation to prepare correct Consignment Notes, import and customs documents in accordance with Sections 4.9 – 4.14 above).

5.5 With respect to certain deviations from the Agreement, the Customer shall instead of compensation according to section 5.4 (b), pay those fees stated in Green Cargo's from time to time applicable Price list for deviations (as set out in Appendix 2 (a) and available on www.greencargo.com and at Customer Service). For instance, prices for additional lifts and leased space shall be paid in accordance with the terminal's rates.

Invoicing

5.6 Compensation payable by the Customer to Green Cargo will, *at the earliest*, be invoiced on the day on which the relevant Carriage is commenced or according to separate agreement.

6. INFORMATION

6.1 The Customer is obliged to provide Green Cargo with all such information that may reasonably be considered necessary or important for the contractual performance of a Carriage.

Notifications and notices of change

6.2 Matters concerning any notification messages and notices of change are regulated in the Price and Product Annex.

Infrastructure manager

6.3 To the extent that the Customer is an infrastructure manager, the Customer shall also apply the below in respect of the Loading and Unloading Sites:

(a) Ensure routines for the provision of the current edition of the road safety instruction (*Sw*: TRI) (or the equivalent outside of Sweden) in accordance with the obligations of an infrastructure manager;

(b) inform Green Cargo of current safety and security regulations within the Customer's area;

and

(c) primarily be responsible for damage suffered by third parties, with the

possibility to seek compensation by way of a recourse if the damage was caused by intent or gross negligence on the part of Green Cargo.

7. FORCE MAJEURE

7.1 If a Party cannot fulfil its obligations in accordance with the Agreement due to a circumstance:

(a) beyond the Party's reasonable control;

and

(b) the consequences of which the Party may not avoid or overcome with reasonable efforts,

it shall constitute an excuse which will result in the time for due performance being postponed.

Such excuse shall be deemed to exist in respect of Green Cargo in the event of an obstacle to perform the Carriage because of, for instance, blocking locomotives, vehicles or other equipment that is not controlled by Green Cargo, decisions by public authority such as closing of roads or tracks, traffic bans, and other capacity restrictions for the relevant infrastructure, lack of fuel supply, wars, conflicts and similar disturbances, sabotage, natural events such as temperature and weather, floods, earthquakes and forest fires, labour disputes, fires and other accidents.

7.2 A Party that is prevented from fulfilling its obligations due to a circumstance according to Section 7.1 above shall:

(a) Notify the other Party without unreasonable delay;

(b) within the limits of commercially reasonable efforts, seek promptly to overcome the circumstances which prevent the Party from fulfilling its obligations under the Agreement;

and

- (c) notify the other Party when the circumstances preventing the fulfilment of the Agreement no longer prevail.

Notifications in accordance with Sections 7.2 (a) and (c) above may, for instance, be performed by Green Cargo publishing information thereof on its website.

- 7.3 If the Customer is prevented from fulfilling its obligations under the Agreement for any reason stated in Section 7.1 above, Green Cargo has the right to cancel current and not commence new Carriages affected by the obstacle until the Customer has provided notice that it is no longer prevented from fulfilling its obligations under the Agreement. Regardless of any obstacle set out in Section 7.1 above, the Customer is still liable to pay compensation for the Carriage concerned (even if the Carriage cannot be performed) including any Optional Services as well as applicable fees.
- 7.4 If Green Cargo is prevented from fulfilling its obligations under the Agreement for any of the reasons stated in Section 7.1 above, the Customer is entitled to cancel current Carriages affected by the obstacle. However, the Customer is not entitled to any compensation for additional costs and Green Cargo is entitled to compensation for the Carriage concerned (even if the Carriage cannot be performed) including any Optional Services.
- 7.5 If the Customer orders conveyance from Green Cargo by reason of Force Majeure (regarding the Customer's or Green Cargo's obligations), that service shall be compensated separately as an Optional Service.