



**MAIN AGREEMENT XXXXXX**  
**for transport services**  
**[The Customer's company name]**

## CONTRACTING PARTIES

This Agreement concerning one or more carriage solutions (the "**Agreement**") is entered into by and between:

- (1) GREEN CARGO AB, reg. no. 556119-6436 ("**Green Cargo**");  
and
- (2) [•], reg. no. [•] (the "**Customer**").

## 1. STRUCTURE OF THIS AGREEMENT

Terms with a defined meaning are indicated by the use of capital initial letters and their specific meanings are given either in running text or under Section 12 below.

- 1.1 This Agreement consists of this main document (the "**Main Agreement**") and the following annexes:

Annex 1 (Price and Product Annex), in which information is provided on e.g. customer-specific product range, with associated unit prices for one or several selected carriage solutions (one annex per carriage solution);

Annex 2 (a) (Fees) and 2 (b) (Optional Services), which are also available at [www.greencargo.com](http://www.greencargo.com) and contains compilations of from time-to-time applicable Fees for amendments, cancellations and deviations, and selectable Optional Services together with Green Cargo's prices and any terms specific for such Optional Services;

Annex 2 (c) (Track fees), which are also available at [www.greencargo.com](http://www.greencargo.com); and

Annex 2 (d) (Price for Customs Services), which are also available at [www.greencargo.com](http://www.greencargo.com).

- 1.2 Annex 3 (Product Terms), which are also available at [www.greencargo.com](http://www.greencargo.com) and contains Green Cargos from time-to-time applicable terms for the selected carriage solution (one annex per carriage solution, with terms that are continuously being updated by Green Cargo). The Main Agreement and the annexes apply including the references they contain. In the event of any conflict between any of the documents in Section 1.1 above, the Main Agreement and subsequently the annexes shall apply in the above numbered order. If several carriage solutions have been selected, the Price and Product Annex (Annex 1) and the Product Terms (Annex 3) are alternative, i.e., each respective version of such an annex applies to each respective carriage solution.
- 1.3 The terms for an individual Carriage are set out in this Agreement (including all relevant annexes), and the related Orders and Order Confirmations (where applicable together, when applicable, with notes made in the Consignment Note in accordance with the Agreement).

## 2. SCOPE OF THIS AGREEMENT

- 2.1 This Agreement (including references) is a comprehensive and exhaustive regulation of the Parties' dealings with regard to Carriages (including any Optional Services). In such exceptional cases where a Carriage is not to any extent performed by rail, NSAB (in the latest updated version at the time of the Order of such Carriage) also applies (lastly and only to the extent that a matter is not already regulated in this Agreement).

- 2.2 The terms of this Agreement do not apply (despite the above) to the extent differently provided for by *mandatory* legislation.

The terms of this Agreement shall not limit the Customer's obligations, or Green Cargo's rights under applicable law (e.g., pursuant to the Railway Traffic Act (2018:181) and its scope) in cases where a matter has not been expressly regulated in this Agreement.

For such Carriages in relation to which the Convention concerning International Carriage by Rail of 9 May 1980, with the wording pursuant to the Protocol of 3 June 1999 for the Modification of the Convention concerning International Carriage by Rail (“**COTIF**”) is not binding under law or under the convention (i.e. for Carriage with Loading Site and Unloading Site outside of Sweden), the provisions of the convention and those of its Annex B (“**CIM**”) and Annex D (“**CUV**”) shall still apply among the Parties, unless the Agreement contains specific provisions deviating from the said provisions of the COTIF (in which case the provisions of the Agreement shall apply). Articles 46 (Forum) and 51 (Procedure for recourse) of CIM and article 11 (Forum) of CUV shall not form part of this Agreement, save for the articles that are mandatory with respect to a certain Carriage.

- 2.3 The prices payable by the Customer to Green Cargo for the performance of Carriage and any potential Optional Services, as well as applicable Fees in the event of amendment, cancellation or deviation, Track fees and Price for Customs Services are listed in Annex 1 – 2 (a) to 2 (d) and are also available at Customer Service, on Green Cargo's website or in separate communication with the Customer.

#### **Payment and Payment Term**

- 2.4 Payment shall be made without deduction within 15 (fifteen) days from the invoice date, or as separately agreed.
- 2.5 After the due date, interest shall accrue on overdue amounts in accordance with section 6 of the Interest Act (1975:635), until payment in full (including accrued interest).
- 2.6 Other terms for compensation and payment and for the right of Green Cargo to adjust prices and fees are set out in the applicable annexes.

### **3. CLAIMS AND TIME LIMITATIONS**

- 3.1 If the Customer wishes to claim compensation from Green Cargo for loss, damage or wastage of the carried goods (if applicable, including a Wagon or transport unit supplied by the Customer), for damage to the Wagon or transport unit or for delay, the Customer shall, in order not to lose its possible right to compensation, make a complaint in writing regarding the loss, damage, wastage or delay as provided for on the Green Cargo website in accordance with the provisions of the Railway Traffic Act (2018:181) and CIM Article 47 on the period of limitation of rights of action in certain cases). The main rule is that the right to make a certain claim against Green Cargo for any loss, damage or wastage will be extinguished when the Customer takes delivery of the goods. However, the right to make a claim shall not be extinguished

(a) in case of partial loss or damage to the goods, if

1. the loss or damage was ascertained in accordance with CIM Article 42 prior to the Customer receiving the goods, or

2. The ascertainment that should have been carried out in accordance with CIM Article 42 was not carried out and this is solely due to the fault or omission of Green Cargo.
  - (b) in case of loss or damage which is not apparent whose existence is ascertained after the Customer having received the Wagon or transport unit, if the Customer
    1. asks for ascertainment in accordance with CIM Article 42 immediately after discovery of the loss or damage and no later than seven (7) days from receipt of the goods, and
    2. in addition proves that the loss or damage occurred between the time of taking over and the time of delivery.
  - (c) in cases where the Transit period has been exceeded if the Customer has within sixty (60) days asserted his rights against Green Cargo; or
  - (d) if the Customer proves that the loss or damage resulted from an act or omission, done with the intent to cause such loss or damage, or done recklessly and with knowledge that such loss or damage would probably result.
- 3.2 A claim or action arising from a Carriage or otherwise from the Agreement shall have a period of limitation as stated in the Railway Traffic Act and CIM Article 48 (limitation of actions). The main rule is that the period of limitation is one (1) year, but in certain cases pursuant to CIM Article 48, the period of limitation is two (2) years. Calculation of the period of limitation is stated in CIM Article 48 §2.
- 3.3 When making a claim for compensation, the Customer shall, in order to preserve its rights, observe the rules in CIM Article 43.

#### **4. LIMITATION OF LIABILITY**

- 4.1 Green Cargo's liability to the Customer is limited and will never exceed the amounts provided for in the Railway Traffic Act (2018:181) and the COTIF including appendices respectively. This means, inter alia, that the aggregate amount of compensation to which the Customer may be entitled if the Transit Period is exceeded can at the most amount to four (4) times the fee to be paid by the Customer for the Carriage (other costs and expenses incurred by the Customer as a result of such delay are thus not compensated). The compensation shall primarily be paid by way of reduction of the price, fees and other consideration payable by the Customer for the relevant Transport (the "Transport Consideration") and shall not exceed the amount of such Transport Consideration other than to the extent such (additional) right to compensation would be mandatory under the CIM. Furthermore, the limitations entail that Green Cargo is not liable insofar as the loss, damage or exceedance of the delivery time is due to negligence on the part of the injured party.
- 4.2 In case of personal injury, the liability of Green Cargo is in all events limited to 400 000 special drawing rights per person at one and the same occurrence.
- 4.3 In no event shall Green Cargo be liable for indirect or consequential loss such as loss of production or loss of profit.

## **5. RIGHT OF RETENTION AND LIEN**

- 5.1 Green Cargo has a right of retention and a lien on goods which are under the control of Green Cargo for all costs associated with the Carriage, handling of the goods and all other claims on the Customer arising under the Agreement.
- 5.2 In case the goods are lost or delayed, Green Cargo shall have the corresponding right in respect of compensation from the insurer or other party.
- 5.3 In case Green Cargo's claim on the Customer is not paid, Green Cargo has the right to arrange the sale, in a satisfactory manner, of as much of the goods as is required to cover the total amount due to Green Cargo, including expenses incurred, Green Cargo shall, if possible, inform the Customer well in advance of what Green Cargo intends to do with regard to the sale of the goods.

## **6. TERM AND TERMINATION OF THIS AGREEMENT**

- 6.1 This Agreement enters into force upon signing and is in force until further notice (the "**Agreement Period**"). The agreed Price and Product Annex applies for the time period stated therein.
- 6.2 With the exception of the minimum term which may be agreed in an applicable Price and Product Annex, a Party may at any time, and without cause, terminate this Agreement by written notice to the other Party. This Agreement will be terminated at the end of the 90<sup>th</sup> (ninetieth) day following receipt of the notice.
- 6.3 A Party will further be entitled to terminate this Agreement with immediate effect if the other Party:
  - (a) declares bankruptcy, enters into liquidation, suspends its payments, or is in any other way considered to be insolvent;
  - or
  - (b) is in breach of contract in a manner relevant to safety or otherwise takes or omits an action which jeopardizes safety in respect of the obligations of the relevant Party;
  - or
  - (c) is in material breach of contract and does not fully remedy the breach within 30 (thirty) days after the receipt of a written request for remedy.
- 6.4 Non-payment by the Customer shall always be deemed as a material breach of contract.
- 6.5 If the performance of this Agreement is substantially prevented for more than 45 (forty-five) days due to circumstances constituting force majeure under applicable product terms (Annex 3), each Party has the right, upon written notice to the other Party, to terminate this Agreement with immediate effect. Such termination will not affect any rights or obligations that have already occurred under this Agreement but shall not entail any specific liability to pay compensation, except for compensation from the Customer to Green Cargo for such reasonable costs incurred by Green Cargo in connection with its attempts to perform the Carriages concerned.

## **7. NOTICES**

Termination or other notices are to be made by courier, registered letter, confirmed fax or e-mail to the Parties' addresses set out in the preamble or subsequently changed addresses.

The notice shall be deemed received by the recipient at the actual receipt, and, in any case, additionally:

- (a) If delivered by courier: upon handover;
- (b) if sent by registered letter: three days after delivery to postal services; and
- (c) if sent by e-mail: on the day the message was sent (if no error message was received stating that the message was not received or could not be sent)

Change of address shall be notified to a Party in the manner provided for in this provision.

## **8. CONFIDENTIALITY**

- 8.1 A Party is not entitled to use or disclose Confidential Information to a third party, without the other Party's written consent, beyond what is necessary for the fulfilment of the obligations and rights under this Agreement
- 8.2 A Party's confidentiality obligations also apply to its employees and other hired staff.
- 8.3 A Party's confidentiality obligations under this Agreement do not apply to disclosures required by law, governmental authority decisions or stock exchange or other marketplace regulations.
- 8.4 The stated confidentiality shall remain in force for a period of two (2) years after the expiry or termination of this Agreement.

## **9. ASSIGNMENT**

- 9.1 A Party may not assign its rights or obligations under this Agreement without the other Party's written consent.
- 9.2 Notwithstanding clause 9.1 above, a Party shall with the limitations set out below have the right to assign the Agreement, and as regards Green Cargo also its rights and obligations under the Agreement (or parts thereof) to another company that at the time of the assignment is part of the same group. Green Cargo may thus e.g., nominate a group company as authorized to exercise a right or fulfil an obligation under this Agreement, upon which the Customer becomes immediately obligated to the nominated group company. The right of the Customer to assign the Agreement to a company in the same group as the Customer and within the EEA is conditional upon the prior written notification to and confirmation by Green Cargo. Green Cargo undertakes not to object to an assignment within the Customer's group unless there are compelling reasons and further undertakes to promptly process a notification of assignment. The Customer shall in all events be jointly and severally liable for all payment obligations of the transferee group company under the Agreement.

## 10. AMENDMENTS OF THIS AGREEMENT

Amendments or additions to this Agreement will only be effective if concluded in writing and signed by both Parties.

## 11. DISPUTES AND APPLICABLE LAW

11.1 This Agreement is governed by Swedish law.

11.2 Any dispute arising out of or in connection with this Agreement shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

11.3 The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

The place of arbitration shall be Stockholm, Sweden and the language to be used in the arbitral proceedings shall be Swedish. Green Cargo and a Customer not having Swedish as its native language may request that English be used as the language in the arbitral proceedings instead. Such request must be made in the request for arbitration or in the first reply.

## 12. DEFINITIONS

"**Abnormal Carriage**" refers to a Carriage which requires a transport exemption from the Swedish Transport Administration.

"**Carriage**" has the meaning specified in the respective Product Terms (Annex 3).

"**Confidential Information**" refers to prices and other customer-specific terms in accordance with this Agreement and information concerning the other Party or its business obtained by the Party in connection with or on account of this Agreement and which is expressly stated by the Party to be kept secret or otherwise is of a confidential nature, excluding information that is or becomes known in any other way than through a Party's breach of this Agreement.

"**Consignment Note**" refers to the written carriage instruction (which also allows electronic form) drawn up by the Customer or, where applicable, the consignor or Green Cargo (as an Optional Service), in connection with a Carriage in accordance with Green Cargo's Rules for carriage documents.

"**Customer Service**" refers to the department that the Customer is directed by Green Cargo to contact regarding questions in relation to this Agreement from time to time.

"**Dangerous goods**" refers to goods which have such dangerous attributes that they can damage people, the environment, property and other goods, unless they are handled in the prescribed manner during a carriage (including the provisions in RID, RID-S, ADR and ADR-S).

"**Loading Rules**" refers to the rules for loading goods etc from time to time in effect and available as *Lastning och säkring av gods Lastsäkring – Tågforetagen* (tagforetagen.se) or if no longer so available, as available on the Green Cargo website.

**"Loading Site"** refers to the site where (depending on the type of carriage) the Wagon concerned is loaded and will be collected by Green Cargo in connection with the commencement of the Carriage concerned, or where the transport unit concerned shall be delivered and be loaded onto the Wagon by or for Green Cargo in connection with the commencement of the Carriage at hand.

**"Optional Services"** refers to any such item or service that is not specified in the applicable Price and Product Annex but which Green Cargo offers to perform in conjunction with a Carriage in accordance with the terms in Annex 2, or which otherwise is communicated, for example, via Green Cargo's website or Customer Service.

**"Order Confirmation"** has the meaning set out in Section 3.1 (b) of the respective product terms (Annex 3) (and "Order Confirmations", "Order Confirmed", etc. are to be interpreted accordingly).

**"Ordering Procedure"** has the meaning set out in Section 3.1 (a) of the respective product terms (Annex 3) (and "Order", "The Order" etc. are to be interpreted accordingly).

**"Switching"**, in relation to a Wagon, refers to the procedure by which the Wagon is switched on to a different track than the Wagon is on before the switch takes place.

**"Transit Period"** has the meaning specified in the relevant product terms (Annex 3).

**"Unloading Site"** refers to the site where Green Cargo will deliver the Wagon concerned in connection with the completion of the Carriage concerned or will unload the transport unit concerned from the Wagon in connection with the completion of the Carriage concerned.

**"Wagon"** refers to a freight wagon to be carried by Green Cargo in accordance with this Agreement.

**"Wagon Set"** refers to two or more coupled Wagons.



MAIN AGREEMENT **HXXX** with Green Cargo AB is hereby signed:

Solna, on .....

Solna, on .....

GREEN CARGO AB

*[Name of the Customer]*

.....

.....

Name:

Name:

