



**GREEN CARGO  
PRODUCT TERMS**

for carriage solution Intermodal Flex

Based on the standard terms version: IMF.1 (2020)

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**1. BACKGROUND**

- 1.1 Intermodal Flex is a standardised carriage solution where Green Cargo, on behalf of the Customer, carries one or more standardised detachable transport units between a Loading Site and an Unloading Site located in Sweden (including a lift for loading to a Wagon and a load for unloading from the Wagon). The carriage is Ordered by the Customer and the Order is Confirmed by Green Cargo, based on from time to time, the current intermodal price list which is published and regularly updated on Green Cargo's website and available at Customer Service (the "**Intermodal Price list**" or the "**Price and Product Annex**") and in accordance with these product terms. Each such carriage is referred to as a "**Carriage**" in the Agreement.
- 1.2 The Customer may add one or more Optional Services to the Carriage in accordance with the Ordering Procedure set out below and may also amend or cancel a Carriage in accordance with the terms set out herein.

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**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.

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**3. ORDER, AMENDMENT AND CANCELLATION OF CARRIAGE**

**Order of Carriages**

- 3.1 Carriages and any Optional Services are agreed as follows:
- (a) the Customer places an Order in accordance with the applicable Intermodal Price list and with the procedure prescribed from time to time by Green Cargo (the "**Ordering Procedure**");

whereafter

- (b) Green Cargo accepts the Customer's Order through an order confirmation ("**Order Confirmation**").

- 3.2 An Order Confirmation shall contain the following information:

- (a) Loading Site and Unloading Site respectively);
- (b) number of transport units and type of unit;
- (c) consignor and consignee respectively;
- (d) time (at the latest) for delivery of the transport units to the Loading Site;
- (e) weight category (the applicable categories can be found at Customer Service and are reflected in the Intermodal Price list);
- (f) possible agreed deviating Transit Period;

and

- (g) any Optional Services.

- 3.3 The Ordering Procedure applicable from time to time to the Customer in accordance with point 3.1 (a) above is available at Customer Service.

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

- 3.4 In respect of Abnormal Carriages and Carriages of Dangerous Goods, the Customer shall, in connection with the Order being placed, 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 suitable to perform. Carriage in respect of goods for which Green Cargo has an obligation to notify or register (e.g. forage, food and waste), the Customer shall, in connection with the Order being placed, 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 manufacture, 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.

### **Amendment or cancellation of agreed Carriage**

- 3.5 The Customer or the consignee designated by the Customer may, subject to the conditions set out in Sections 3.6 – 3.12 below, *amend* an agreed but not yet completed Carriage after notification in the prescribed form to Customer Service.
- 3.6 The consignee's right to request an amendment to a Carriage is subject to it not being stated in the Consignment Note that this may not be done.
- 3.7 A request for an amendment may include that:
- (a) a Carriage shall be stopped;
  - (b) the delivery of a transport unit shall be postponed;
  - (c) a transport unit shall not be delivered to the consignee specified in the Order Confirmation and the Consignment Note;
  - (d) the transport unit shall be delivered to another place than the Unloading Site;
- and/or
- (e) freight and other charges shall be paid by the consignor instead of the consignee.

3.8 The right to have a Carriage amended in accordance with Sections 3.6 – 3.7 above is always subject to Green Cargo's assessment of the amendment as being permissible, reasonable and possible to implement.

3.9 Green Cargo will, when assessing if it is reasonable, consider whether an amendment can be implemented without any traffic interruptions, or whether the amendment otherwise hinders or restricts Green Cargo's planned operations; if the amendment results in the Carriage being split and if it can have an adverse effect on other customers, consignors or consignees.

3.10 Green Cargo shall, without undue delay inform the Customer (and, where applicable, the consignor or consignee who has requested the amendment) if a requested amendment cannot be made.

3.11 The Customer may further *cancel* an Order Confirmed but not yet commenced Carriage by notifying Customer Service in the manner prescribed by Green Cargo.

3.12 In the event a Carriage is:

(a) Amended, the Customer shall pay the amendment fees set out in Annex 2 (a) to the Main Agreement to Green Cargo, and otherwise reimburse Green Cargo for all other costs and any damages arising from the amendment;

and if it is

(b) cancelled, the Customer shall pay the cancellation fees set out in Annex 2 (a) to the Main Agreement to Green Cargo;

based on the from time to time current version of the above-mentioned annex, which is published and continuously updated on Green Cargo's website and available at Customer Service.

## **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, as the case may be) 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 4.7 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 transport units**

4.3 The Customer is responsible for each transport unit (i) meeting applicable requirements of a technical and safety nature, (ii) and being fully compliant with relevant rail infrastructure and Green Cargo's production system.

#### **Loading and unloading**

4.4 Green Cargo is responsible for loading and unloading of transport units (unless otherwise agreed).

4.5 The Customer is responsible for:

(a) the Consignment Note being drawn up and (unless Green Cargo shall draw up the same as an Optional Service) sent to Green Cargo in accordance with Section 4.12 below;

and

(b) the transport unit being ready without any delay to be loaded at the latest time of delivery at the Loading Site (as specified in the Order Confirmation and the Consignment Note).

4.6 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 at Customer Service).

4.7 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 transport unit is ready to be loaded without delay at the Wagon from the latest time of delivery at the Loading Site). Green Cargo then carries this risk until the goods are unloaded in accordance with Section 4.18 below and that the goods also have been delivered according to the current legislation (at which time the risk transfers to the Customer).

#### **Consignment Notes, import and other customs documents (carriage documents)**

4.8 For each agreed Carriage, the Customer shall draw up and provide Green Cargo with a Consignment Note (unless Green Cargo shall draw up the Consignment Note as an Optional Service).

4.9 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 Transport Documents* (which are available at Customer Service).

4.10 The Customer is responsible for providing correct, clear and complete information in the Consignment Note and otherwise complying with the Order Confirmation.

4.11 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.

4.12 If Green Cargo has not specified an earlier time in the Order Confirmation, the Consignment Note must be delivered to Green Cargo at the time specified in Green Cargo's from time to time applicable *Rules for Transport Documents* (available at Customer Service).

4.13 The Customer understands and agrees 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 not hold Green Cargo liable for any costs and damages incurred as a result of information provided or carriage documents being inaccurate, unclear or incomplete or not provided on time, in the place or manner agreed or prescribed by law or regulation.

### **Transit Period**

- 4.14 Carriage is performed in accordance with Order Confirmed Order and this Agreement, however, transport in a specific train will be possible only if there is an available space and Wagon.
- 4.15 The Customer understands and accepts that Green Cargo may make changes in its production both in the line network and in the timetable (e.g. regarding days of service and times) 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. Any significant changes must be notified to the Customer no later than 90 (ninety) days in advance. Carriage already agreed at the time of Green Cargo's decision to implement changes (i.e. for which an Order Confirmation have been issued) are not affected by the changes.
- 4.16 Green Cargo shall load the transport unit (to the Wagon) at the Loading Site and at the latest time of delivery stated in the Order Confirmation. However, Green Cargo's obligation to load the transport unit requires that:
- (a) the current transport unit complies with the information submitted in the Ordering Procedure;
  - and
  - (b) that the conditions at the Loading Site are such that the transport unit can be loaded to the Wagon without further measures being taken.
- 4.17 Green Cargo shall perform each Carriage within 60 (sixty) hours, subject to paragraphs 4.18 –4.20 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 time of arrival stated in the Order Confirmation.

- 4.18 The Transit Period commences at the end of the last day the Customer has agreed to leave the transport unit at the Loading Site (on the grounds that this has been done in accordance with this Agreement and the Order Confirmation). The Carriage is considered completed when Green Cargo has:
- (a) Delivered the relevant transport unit to the Customer (or the consignee designated by the Customer) at the Unloading Site (which means that Green Cargo, in accordance with applicable legislation has, via an arrival notice or in a manner otherwise agreed, delivered the Consignment Note and delivered the transport unit to the consignee);
  - or
  - (b) in the event that the delivery could not take place at the Loading Site due to circumstances beyond Green Cargo's reasonable control, has notified the Customer (or the designated consignee) that the transport unit 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 has been put in storage at Green Cargo or delivered to a forwarding agent or a general warehouse for storage.
- 4.19 A break in the calculation of the Transit Period will occur during Saturdays, Sundays, holidays, as well as Midsummer's Eve, Christmas Eve and New Year's Eve.
- 4.20 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 constitutes an Abnormal Carriage;
- or
- (d) circumstances beyond Green Cargo's reasonable control as set forth in Section 7 below.

## 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 Green Cargo may adjust their prices and fees at any time during the Agreement Period, save for the prices and fees that have been determined for a certain period of time in the applicable Intermodal Price list (which may, however, change in connection with such changes in the production as set out above under Section 4.15). 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 Intermodal Price list and the fees for amendments, cancellations, deviations the prices for Optional 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 Green Cargo's website and 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 on a monthly basis by reconciliation against the actual price. Infrastructure fees are adjusted on an annual basis by Green Cargo, with effect as of 1<sup>st</sup> of January.

- 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 government decision 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 (as set out in the Order Confirmation and the Consignment Note) having breached their obligations under the Agreement (including the obligation to prepare correct Consignment Notes, import and customs documents in accordance with Sections 4.8 – 4.13 above), as well as compensation for Green Cargo by confirmed overweight (confirmed by weighing in connection with the Loading) .

- 5.5 With respect to certain deviations from the Agreement, the Customer shall instead of compensation according to section 5.4 (b), pay the fees stated in Green Cargo's from time to time applicable Price list for deviations (which can be found in Appendix 2 (a) and is available at Customer Service).

### **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 special arrangements.

## 6. INFORMATION

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

### **Notifications and notices of change**

- 6.2 Green Cargo notifies the Customer (after the transport unit has been loaded to the Wagon at the Loading Site) of the *earliest* calculated time of arrival to the Unloading Site. The notification may also take place when the transport unit can be collected from the terminal or delivered to the recipient.
- 6.3 If Green Cargo estimates that the actual time of arrival deviates more than one (1) hour from the notified time of arrival in accordance with Section 6.2 above, Green Cargo will notify the Customer of the new estimated time of arrival to the Unloading Site. Such notice does not affect the Transit Period or the liability for any delay.
- 6.4 Notifications and notices of change will be sent by Green Cargo only during working days between the hours of 7 am and 5 pm.

### **Infrastructure manager**

- 6.5 If the Customer is an infrastructure manager, the Customer shall also apply the below in relation to the Loading and Unloading Sites:
- (a) Ensure routines for the provision of the current edition of the road safety instruction (*Sw*: TRI) in accordance with the tasks of an infrastructure manager;
  - (b) inform Green Cargo of current safety and security regulations applicable to the Customer;
- and
- (c) primarily be responsible for damage suffered by third parties, with the possibility to seek compensation by way of a recourse claim if the damage was caused by Green Cargo through intent or gross negligence.

## **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 exemption which will postpone the delivery time of the performance.

Such exemption shall be deemed to exist in respect of Green Cargo when an obstacle to perform the Carriage occurs because of, for instance, blocking locomotives, vehicles or other equipment that is not controlled by Green Cargo, government decisions such as closing of roads or tracks, traffic bans, and other capacity restrictions for the relevant infrastructure, lack of fuel supply, as well as other unforeseen technical faults and delays in the delivery and redelivery of locomotives, vehicles and other equipment, 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.

- 7.3 If the Customer is prevented from fulfilling its obligations under the Agreement for the reasons 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 notified that it

is no longer prevented from fulfilling its obligations under the Agreement. Notwithstanding the obstacles set out in Section 7.1 above, the Customer is 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 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 on account of Force Majeure (regarding the Customer's or Green Cargo's obligations), that service shall be replaced separately as an Optional Service.

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