

A photograph of a Green Cargo train traveling along a railway track that runs parallel to a large, calm lake. The train consists of a green locomotive with "green cargo" branding and several black freight cars. The surrounding landscape is lush with green trees and rolling hills under a clear sky.

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

A photograph of railway tracks stretching into the distance under a hazy, sunset sky. The tracks are flanked by utility poles and power lines.

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CONTRACTING PARTIES

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

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

Green Cargo and the Customer are hereinafter each referred to as a "**Party**" and jointly the "**Parties**".

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 11 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); and

Annex 2 (a) (*Fees*) and 2 (b) (*Optional Services*), which are also available at 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 3 (*Product Terms*), which is also available at www.greencargo.com and contains Green Cargos more detailed terms from time to time for the selected carriage solution (one annex per carriage solution).

- 1.2 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 Carriage (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 (including the Railway Traffic Act (2018:181)) in cases where a matter has not been expressly regulated in this Agreement.

- 2.3 The fees 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, are listed in Annex 1 – 2 (a) and 2 (b) (in relevant parts) 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 fifteen (15) 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. COMPLAINTS

- 3.1 If the Customer wishes to claim compensation from Green Cargo for loss, damage or wastage of the carried goods, 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 with Green Cargo's Customer Service in accordance with the provisions of the Railway Traffic Act (2018:181) and CIM (see Articles 47 – 48 on the period of limitation of rights of action) and Sections 3.2 - 3.3 below.
- 3.2 Damage to carried goods which is not apparent and the existence of which is ascertained after the delivery of the Wagon or unloading of the transport unit at the Unloading Site, must be reported immediately after the damage is discovered and no later than 7 (seven) days after the completed Carriage.
- 3.3 Complaints regarding delays must be submitted within 60 (sixty) days from the expiry of the Transit Period.

4. LIMITATION OF LIABILITY

Green Cargo's liability towards the Customer is limited and will never exceed the amounts provided for in the Railway Traffic Act (2018:181) and CIM. This means, inter alia, that the aggregate amount of compensation to which the Customer may be entitled if the Transit Period is exceeded, at the most can 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). 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.

5. TERM AND TERMINATION OF THIS AGREEMENT

- 5.1 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. The same goes for agreed Product Terms for Block Train Transport (if applicable).

- 5.2 A Party may, save for what is stated below with respect to Block Train Transport, 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 90th (ninetieth) day following receipt of the notice. If the Parties have agreed on Block Train Transports, the shortest term of the Product Terms of such Block Train Transports, including appendices, shall apply.
- 5.3 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 material breach of contract which is not fully remedied within 30 (thirty) days after the receipt of a written request for remedy.
- 5.4 Non-payment by the Customer shall always be deemed as a material breach of contract.
- 5.5 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.

6. 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, in addition:

- (a) If delivered by courier: upon handover;
- (b) if sent by registered letter: three days after delivery to postal services;
- (c) if sent by fax: upon receipt of the fax copy; and
- (d) 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.

7. CONFIDENTIALITY

- 7.1 A Party is not entitled to use or disclose Confidential Information beyond what is necessary for the fulfilment of the obligations and rights under this Agreement to a third party, without the other Party's written consent.
- 7.2 A Party's confidentiality obligations also include employees and other hired staff.
- 7.3 A Party's confidentiality obligations under this Agreement do not apply to disclosures required by law, government authority decisions or stock exchange or other marketplace regulations.

7.4 The stated confidentiality shall remain in force for a period of two (2) years after the termination of this Agreement.

8. **ASSIGNMENT**

8.1 A Party may not assign its rights or obligations under this Agreement without the other Party's written consent.

8.2 Notwithstanding clause 8.1 above, Green Cargo may assign its rights under this Agreement to another company that (at the time of the assignment) is a part of the Green Cargo Group.

9. **AMENDMENTS OF THIS AGREEMENT**

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

10. **DISPUTES AND APPLICABLE LAW**

10.1 This Agreement is governed by Swedish law.

10.2 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").

10.3 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, and the language to be used in the arbitral proceedings shall be Swedish.

11. **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 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.

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

Solna on

Solna on

GREEN CARGO AB

[Name of the Customer]

.....

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Name:

Name: