

Service Description

Südwestfalen Container-Terminal GmbH

Hüttenstraße 40, 57223 Kreuztal, Germany

1. Handling and parking of intermodal loading units

1.1 Südwestfalen Container-Terminal GmbH (SWCT) provides the following handling and services as a service facility for a fee in accordance with the current list of fees:

- a) Rail – Road and v.v
- b) Rail – Rail

It may be necessary to temporarily park the goods in the parking area during transport during the change of mode of transport.

Handling services that occur in the road entrance - road exit relation are stipulated in separate agreements outside these terms and conditions.

The current terminal opening hours can be found on the website (www.swct.de) in the "Contact" section.

1.2 Handling shall commence as the loading gear of the handling equipment is lowered onto the LU. Handling shall end as soon as the loading gear of the handling equipment is detached from the loading unit, lifted, and free from the loading unit.

1.3 Handling operations with transfer from a carrier vehicle to temporary transport-related interim storage are generally subject to free parking capacity. SWCT is not under any obligation to provide temporary interim storage for transport reasons.

2. Dangerous goods surcharge

SWCT shall charge a fee to cover expenses specific for dangerous goods and risks in operations, which is charged for each handling operation subject to fees in accordance with item 1.1 for loading units that are subject to labelling in accordance with the ADR/RID dangerous goods transport regulations. The dangerous goods surcharge is calculated based on the number of handling units with dangerous goods subject to charges, broken down by rail entry and rail exit, multiplied by the charge per handling unit with dangerous goods in accordance with the applicable list of fees. The dangerous goods surcharge shall not be charged for chargeable deposit envelopes. The dangerous goods surcharge shall be invoiced to the client of the dangerous goods transshipment.

3. Establishing readiness for loading

3.1 The road haulier shall be responsible for ensuring that the road vehicle is ready for loading, that it is properly unhitched and hitched, and that the loading unit is properly connected to and on the road vehicle, in particular for loosening and tightening the fastening devices, including their securing devices, and for further preparing it for travelling on the road (e.g., adjusting the support legs and the side and rear underride guard).

- 3.2 Preparation of the wagon for loading, proper unhitching and hitching as well as proper connection of the loading unit from and on the wagon, in particular the loosening and tightening of the fastening devices including their securing devices and fixing devices on the wagon to accommodate the loading unit is a service provided by SWCT.

4. Assignment of the loading unit to the wagon

- 4.1 Assignment of the intermodal loading unit to the wagon is a special prerequisite in the rail exit for issuing a qualified handling order to be issued by the client to SWCT. Assignment of the intermodal loading unit to the wagon is a service that is provided by SWCT and includes the logical assignment and feedback of the information (loading unit identifier, parking space, and wagon number) on the agreed day of dispatch on a train specified by the client for the unambiguous qualification of the handling order at the rail exit.
- 4.2 Allocation of the loading unit to the wagon requires special knowledge and examination of the RC's operational and technical requirements for loading. The customer shall ensure that SWCT is informed of the applicable operational and technical regulations for the wagons it uses and shall make any changes to the regulations available to SWCT without undue delay and free of charge.

5. Receipt reconciliation for clients

The physical receipt reconciliation of intermodal loading units shall be performed by SWCT when they are made available after rail entry. The incoming goods inspection shall include determination of the completeness of the intermodal loading units at the agreed handover location as well as externally visible damage to the loading units handed over unless otherwise contractually agreed. The provisions of dangerous goods legislation must be observed. Inspection of seals must be agreed separately.

6. Dispatch reconciliation for clients (without check-in procedure)

- 6.1 Physical dispatch inspection upon acceptance of loading units by the client can be transferred to SWCT as an additional service within the scope of an individual fee agreement. Unless otherwise contractually agreed, dispatch reconciliation includes the determination of the suitability of the loading unit for transport at the agreed place of assumption of liability, the completeness of the intermodal loading units accepted and any externally visible damage to the loading units. Inspection of seals must be agreed separately.
- 6.2 The dispatch reconciliation shall not replace the operational safety inspection by the railway company.

7. Check-in procedure

- 7.1 The check-in procedure shall be performed by SWCT when the loading unit is accepted for rail despatch. The check-in process should provide the information required by the parties involved in the transport chain for order processing in the subsequent process in addition to the external inspection of whether the loading unit may be accepted for transport by rail.

7.2 The check-in procedure cannot replace the operational safety inspection by the railway company.

8. Transfers

Transfers arranged by the customer shall be subject to a fee in accordance with the SWCT list of fees and require prior contractual agreement.

9. Remuneration for changes to crane orders

SWCT shall charge a fee per loading unit in accordance with the current list of fees for changes to crane orders.

10. Temporary transport-related parking in the course of transport

- 10.1 SWCT shall be responsible for organising the parking spaces in the service facility.
- 10.2 Temporary transport-related interim storage of loading units in the course of transport shall not constitute storage. The temporary transport-related parking must be verifiably preceded or followed by a corresponding rail transport service with handling at the service facility. The client must prove this at least by making a booking for the next transport.
A separate written storage contract must be entered into prior to the commencement of storage in justified individual cases.
- 10.3 Temporary transport-related intermediate parking in the course of transport shall also be deemed present if the stay of the loading unit for transfer to the further means of transport is a necessary consequence of the transport chain in terms of time and/or overriding freight law and the ongoing transport chain can at least be proven by corresponding bookings.
- 10.4 Orders for temporary transport-related parking during the course of transport must be placed by the client with SWCT for rail transport handling services. If the vehicle intended for onward transport is not yet available, SWCT shall consider the order for handling and transport-related parking in the parking area to have been tacitly placed during the course of the transport, unless the customer has explicitly objected.
- 10.5 The amount of the parking fees is based on the currently applicable list of fees.
- 10.6 The following provisions shall apply to the SWCT service facility, subject to available parking capacity:
- a) Temporary transport-related parking in the course of transport is free of charge.
 - b) No free parking time is granted for entry by road vehicle and exit by road vehicle.
 - c) Dangerous goods must be collected on the day of arrival at the rail terminal, but at the latest within the opening hours of the working day following the day of arrival. If this period of temporary presence of the loading unit is exceeded in the course of transport, the client shall automatically be in default without further notice. The period of delay shall be measured as every commenced calendar day, including the day on which the loading unit is collected during regular opening

hours. The client must pay a chargeable handling fee in addition to the parking fee.

- d) Parking shall not include additional handling of the goods in the loading unit (e.g., temperature control or cooling/heating). Services connected to these must be agreed separately and are subject to availability.
- 10.7 Invoicing shall be based on calendar days. A full calendar day shall count as a whole day.
- 10.8 Parking of loading units on support legs (e.g., swap bodies on support legs or semi-trailers) must be separately agreed.
- 10.9 The client is aware that the parking will take place outdoors.
- 10.10 Exceptions to the parking principles, e.g., due to structural conditions or special operational requirements, must be separately agreed based on of local and temporary measures.

11. Condition of the loading units, condition, dimensions, and labelling

- 11.1 The intermodal loading units must comply with the applicable legal provisions (ISO, DIN, CEN standards) and technical provisions (including UIC leaflets) and must be suitable and authorised for handling and transport by CT. The client guarantees this suitability and that the goods loaded on it comply with the requirements required for safe combined transport by handing over the loading unit. The term “safe” specifically refers to the condition of the loading unit and its goods and the external labelling of the loading unit permitting safe transport, handling, and storage, in particular to its packaging and the stowage and fastening of the goods in the loading unit being adapted to the special features of CT, in particular when shipping liquids or goods with certain temperature requirements.
- 11.2 The client must consider that the weights and dimensions of the loading units or carrier vehicles used must correspond to the respective technical conditions of the handling facilities or service facilities intended for use when placing the order.
- 11.3 The client must inform SWCT in time if any loading units with particularly high-value goods, goods prone to theft, or goods from the list of dangerous goods with a high risk potential in accordance with chapter 1.10 ADR/RID are to be handled within the scope of an order. This shall apply accordingly to loading units that contain goods subject to the Closed Substance Cycle and Waste Management Act (*Kreislaufwirtschafts- und Abfallgesetz*), including its supplementary ordinances.
- 11.4 The client must ensure that only such intermodal loading units are handed over to SWCT on which the closures have been secured against unauthorised access or interference by third parties using suitable security devices.
- 11.5 The loading units must be labelled for clear identification in compliance with the international standard ISO 6346 (BIC code). Swap bodies and crane-movable semi-trailers that are not identified via the ISO 6346 standard must bear code number plates attached to the long side via the codification procedure in accordance with DIN EN 284. The entire registration number of the code number plate is used as a unique

loading unit identification basis. Deviations from the above identification bases require the consent of the contractual partners.

- 11.6 If a loading unit needs to be checked for suitability for loading and transport within the scope of the codification procedure practised by certified approval bodies, SWCT must be notified of this before the planned loading. Failure by the client to notify SWCT shall give rise to claims for damages in favour of SWCT.

As of: 17 June 2019