



General Conditions of Distri Rail B.V., established at (3161 GM) Rhoon, the Netherlands, at the address Rivierweg 1. These General Conditions are deposited with the Rotterdam Chamber of Commerce under no. 23087989.

1. Definitions

The terms used in these General Conditions have the following meaning:

Cargo: any and all goods or substances that (to be) carried or (to be) handled by Distri Rail, including e.g. Containers, and any and all contents or parts thereof, bulk cargo or cargo not consolidated, as well as railway vehicles (including vehicles to be carried or made available to be carried and Containers loaded onto the vehicles) if arranged for by the Principal, including any and all packing or packaging materials or lashing and or stowage materials.

Chapter 8.18 DCC: Chapter 18 of book 8 of the Dutch Civil Code containing rules concerning the carriage of goods by rail.

CIM: Uniform Rules concerning the contract of international carriage of goods by rail, Appendix B to the Convention concerning international carriage by rail (COTIF) (latest version).

Container: includes any container, swap body, trailer, transportable tank, flat or pallet, or any similar article used to consolidate Cargo and any connected equipment.

Dangerous Goods: Goods falling within the description of dangerous goods as defined in the RID and other similar applicable legislation.

GC: these General Conditions.

Principal: The counterparty of Distri Rail, including the consignor, the consignee, the shipper, the receiver, the owner of the Cargo, the party having title to the Cargo as well as any party purporting to represent the aforementioned parties. All such parties are jointly and severally bound by the Principal's obligations and liabilities under these GC.

RID: Regulation concerning the International Carriage of Dangerous Goods by Rail, Appendix C to the Convention concerning international carriage by rail (COTIF) (latest version).

Distri Rail: Distri Rail B.V.

2. Applicability

2.1 These GC apply to all agreements between Distri Rail and its Principal. These GC furthermore apply to all legal relationships with, offers/price indications by and services rendered by Distri Rail or letters of intent or the like entered into with Distri Rail.

2.2 Each offer/agreement made by Distri Rail is based on these GC and these GCs apply from the moment the offer is made or the agreement is concluded, as well as from the moment that the Principal places an order, and these will remain in force as long as the (commercial) relationship continues, even if no further reference is made to these GC

in future correspondence, such as, for example, in the context of new orders/offers/agreements.

- 2.3** Applicability of any general terms and conditions of Distri Rail's Principal is hereby explicitly excluded and these are not binding on Distri Rail under any circumstances.

3. Rules applicable to the services of Distri Rail

- 3.1** In addition to these GC, all services by Distri Rail pertaining to international carriage by rail are subject to the CIM, regardless of whether both the place of taking over the Cargo and the place of delivery are, or only one or none of those is, situated in a CIM Member State. For the purpose of this clause, international carriage means carriage where the (envisaged) place of taking over the Cargo and the (envisaged) place of delivery are situated in different countries or carriage that takes place through more than one country.

- 3.2** In addition to these GC, all services by Distri Rail pertaining to national carriage by rail are subject to Chapter 8.18 DCC.

- 3.3** Article 3.1 and 3.2 shall also apply where part of the carriage is carried out by road, inland waterway and/or sea, as a supplement to the carriage by rail.

- 3.4** Where Distri Rail performs other services than international or national carriage by rail, like for example handling, customs services, temporary storage, transshipment, customs services or only secondary carriage (pre- and post-rail carriage) regardless of the mode of transport used, such services are rendered by Distri Rail in its capacity of freight forwarder and all such services are subject to the Dutch Forwarding conditions of the FENEX (Netherlands Association for Forwarding and Logistics), latest version, which can be downloaded here:

<https://www.fenex.nl/Documents/Nederlandse%20Expeditievoorwaarden%201%20mei%202018/NEDERLANDSE%20EXPEDITIEVOORWAARDEN%20-%20EN%20juist.pdf>.

A copy will be provided free of charge at the Principal's first request.

- 3.5** To the extent permitted by law, in case of any conflict between these GC and the CIM, Chapter 8.18 DCC or other applicable regulations, these GC shall prevail. If a provision of these GC is contrary to mandatory law, the remaining provisions of these GC shall remain in full force and applicable to the aspects not covered by mandatory law.

- 3.6** In the event the carriage involves any Dangerous Goods, such carriage is subject to the dangerous goods regulations applicable to the relevant situation, amongst which but not limited to the RID for international carriage by rail.

- 3.7** Any alterations to the contract of carriage and/or to these GC shall only be valid if explicitly agreed in writing between the Principal and Distri Rail.

4. Conclusion of the agreement and pricing

- 4.1** Offers and proposals of Distri Rail are only valid if in writing.

- 4.2** Any offer or proposal by Distri Rail is without obligation.

- 4.3** Any publications of transit times, routing, carriage schedules, etc., for example on Distri Rail's website, do not guarantee availability and do not constitute an offer, but rather an invitation to enter into negotiations.

- 4.4** Unless parties explicitly agreed otherwise, offers and proposals are valid 14 days and have to be accepted by the Principal within this period, failing which the offer or proposal shall cease to be valid automatically. In the event Distri Rail issues a new proposal or offer, or in the event a proposal or offer made is amended, a new validity period of 14 days commences and the amended proposal or offer is to be accepted within 14 days, failing which the offer or proposal shall cease to be valid automatically. If the Principal accepts an offer or proposal after the validity period has expired, Distri Rail shall only be bound by it, if it explicitly confirms its acceptance in writing.

- 4.5** Offers and proposals can be withdrawn by Distri Rail up to and including three working days after Distri Rail receives the Principal's acceptance.

- 4.6 Offers and proposals only include those services that are explicitly mentioned. Services and/or costs that are not explicitly mentioned are not included. Distri Rail is entitled to debit the Principal if such services or costs arise.
- 4.7 An agreement with Distri Rail comes into existence when (i) an offer by Distri Rail is accepted by the Principal within the acceptance period, (ii) a (written) order by the Principal is accepted in writing by Distri Rail and (iii) when Distri Rail commences with its services or with actions implementing the request of the Principal/intended agreement.
- 4.8 Where Distri Rail deems so required/useful in the given circumstances, Distri Rail may accept oral instructions. In that case the services shall also always be subject to these GC and Distri Rail shall confirm the agreement in writing as soon as reasonably possible.
- 4.9 Unless expressly stated otherwise in writing, the freight and other prices in Distri Rail's offers are in Euros and are exclusive of VAT and other costs.
- 4.10 Unless expressly stated otherwise in writing, the offers by Distri Rail never include transport insurance.
- 4.11 Offers and proposals, whether or not accepted, are based on the tariff, track access charges, traction charges, salaries, premiums, (custom) charges, freights and rates of exchange applicable at the time the offer or proposal is made, or, as the case may be, at the time of coming into existence of the agreement. If the aforementioned vary, Distri Rail is entitled to adjust the tariff in the offer, proposal or agreement with the Principal accordingly, without the consent of the Principal and retroactively until the date of the increase.
- 4.12 The Principal is not allowed to cancel, set aside or rescind the agreement with Distri Rail.
- 4.13 If the agreement is entered into by the Principal through intermediation or through a representative or agent, such intermediary shall be and will remain fully jointly and severally responsible for fulfillment of the obligations of the Principal, in addition to the Principal.

5. Services by Distri Rail

- 5.1 Distri Rail will perform its obligations under the agreement with the Principal to the best of its efforts.
- 5.2 Distri Rail is at all times entitled to subcontract whole or part of its services. As Distri Rail does not have own transport equipment, it will enter into contracts with subcontractors in the performance of its duties under the contract with the Principal.
- 5.3 Distri Rail is at all times entitled to perform the agreed upon carriage or other services in parts.
- 5.4 Distri Rail will not issue a waybill or any similar document.
- 5.5 Any stated loading times, transit periods or delivery times are only indicative and never fixed or binding upon Distri Rail, nor shall this under any circumstance constitute a fixed delivery time as meant in article 16 sect 1 CIM. This means that deviation from such times is always allowed.
- 5.6 Any stated routes are only indicative and never binding upon Distri Rail. Distri Rail is at all times entitled to re-route or divert an envisaged carriage, without approval of the Principal being required.
- 5.7 Unless expressly agreed otherwise in writing, Distri Rail shall not make available Containers, reefers, swap bodies, semi-trailers or any other intermodal transport units.
- 5.8 Where the Principal requires specific railway vehicles or wagons to be used during the carriage or other requirements to be met, this must be expressly agreed upon in writing prior to commencement of the services.
- 5.9 Where it is agreed between the parties that the Principal itself makes railway vehicles, wagons, Containers, reefers, swap bodies, semi-trailers, other intermodal transport units or any other equipment available to Distri Rail for the performance of the services,

such availability and use thereof shall occur fully for the risk and account of the Principal.

- 5.10** In the event Distri Rail enters into a contract of carriage with the Principal, who itself is involved as a carrier in relation to the Cargo, the Cargo is handed over by this Principal to Distri Rail for onward carriage at any time later than the agreed handover time or than the handover time as per timetable, Distri Rail shall not accept any duty, responsibility or liability in respect of the duration of the carriage.
- 5.11** Unless expressly agreed otherwise in writing, Distri Rail shall not inspect, sample, tare, tally, weigh, measure the Cargo to be carried.
- 5.12** Distri Rail does not have any duty to verify which Containers have been loaded onto specific wagons by the Principal or its subcontractors, or whether container numbers or wagon numbers provided by the Principal are in accordance with cargo, customs, or transport documents provided or to be provided by the Principal.
- 5.13** Distri Rail is entitled but has no duty to verify whether the data, particulars and documents provided by the Principal are correct. If Distri Rail accepts the data, particulars or documents presented to it, this will never be considered an acceptance by Distri Rail of the correctness or the completeness of the data, particulars or documents presented, not even if verified by Distri Rail.
- 5.14** Unless expressly agreed otherwise in writing, Distri Rail shall not render any customs services.
- 5.15** If loading times, transit periods, discharging times, periods of use, etc. are exceeded, Distri Rail shall charge demurrage and other costs per hour/day for railway vehicles, wagons, Containers, reefers, swap bodies, semi-trailers, other intermodal transport units or any other equipment made available by Distri Rail or Distri Rail's subcontractors and the Principal shall be obliged to pay the same to Distri Rail.

6. Diversion of wagons on route

- 6.1** Distri Rail is at all times entitled to re-route or divert (loaded) wagons en route, without approval of the Principal being required.
- 6.2** If the Principal requests Distri Rail to divert (loaded) wagons en route to destination, Distri Rail will endeavor - but without any obligation - to execute the request subject to the following: (i) such request must be in writing, (ii) such request will be deemed conclusively to include an undertaking by the Principal indemnifying Distri Rail against any losses of whatever nature and against any claim from the original consignee or any other third party resulting from such diversion, (iii) such request will be deemed conclusively to include an undertaking by the Principal to pay all additional costs for carriage prices, diversion, adjustments, etc., (iv) such request will not expose Distri Rail to any potential claims from other Principals and will not put unreasonable burden on Distri Rail in Distri Rail's sole opinion and (v) the Principal is not in breach of any of its obligations.
- 6.3** In case of an (attempted) diversion as set out in this clause, Distri Rail shall not be liable for any malfunction, degradation, damage or passing of any "sell by date" of any Cargo caused by or resulting directly or indirectly from any such (attempted) diversion.
- 6.4** In case of an (attempted) diversion as set out in this clause, Distri Rail shall charge the additional costs resulting therefrom and the Principal is obliged to pay the same to DR.

7. Customs formalities

- 7.1** If, in the performance by Distri Rail of its obligations, any customs documents are required to accompany the Cargo, the Principal has the duty to arrange these documents and make them available to Distri Rail in time to avoid any delay in the carriage due to customs documents not being available. Customs documents shall be handed over to Distri Rail prior to commencement of the carriage. Distri Rail shall only have the duty to let the customs documents accompany the Cargo, if this has been explicitly agreed in the contract of carriage between the Principal and Distri Rail. The customs documents must be legally valid at the time the Cargo is made available to

Distri Rail for carriage. If the customs documents remain valid for a limited period of time, the expiry date must be beyond the scheduled date of arrival of the Cargo at the place of destination.

- 7.2** If, as a result of customs documents being absent, too late, incomplete, incorrect, invalid or the validity period expiring during the period of carriage, the carriage performed by Distri Rail is in any way whatsoever affected, Distri Rail shall have the right, but it has no obligation, to take whatever measures it deems fit to remedy the custom documents being incomplete, incorrect, not valid or the validity period expiring during the period of carriage, in which case Distri Rail shall be considered the Principal's agent and acting for the sole risk and account of the Principal, Distri Rail assuming the role of mere customs forwarding agents of the Principal only.
- 7.3** Save as described in the preceding paragraph of this article, Distri Rail shall not provide any assistance in the preparation of custom documentation, unless explicitly agreed in writing between the Principal and Distri Rail, in which case Distri Rail shall merely act as customs forwarding agents for the Principal and the Dutch Forwarding conditions of the FENEX (Netherlands Association for Forwarding and Logistics), latest version, shall then be applicable (as per article 3.4 of these GC).
- 7.4** In the event government authorities (physically) inspect the Cargo before, during or after carriage of the same by Distri Rail, Distri Rail is entitled to claim any costs arising there from on the side of Distri Rail, its servants, agents or subcontractors, which costs shall be reimbursed by the Principal. If Cargo is to be transferred to an inspection location the Principal shall fully and unconditionally cooperate, any costs arising there from to be borne by the Principal.

8. Refusal, discontinuation, cancellation, suspension and termination of services

- 8.1** Distri Rail is entitled to refuse, discontinue, cancel, suspend or terminate the provision of its services, under notification of the reasons, if:
- 8.1.1** the Principal fails to (timely) fulfill any of its obligations under these GC, or the agreement with Distri Rail;
 - 8.1.2** the Principal fails to timely meet the conditions set by Distri Rail for acceptance of the Cargo for carriage;
 - 8.1.3** Distri Rail has doubts as to the correctness of information or documentation received from or on behalf of the Principal;
 - 8.1.4** the provision of the services may pose a risk for goods or persons, which goes beyond the normal risk associated with carriage by rail, which always applies in any case to Dangerous Goods;
 - 8.1.5** the provision of the services is prohibited by local authorities, by law or governmental regulations or if Distri Rail has any indication – at its own discretion - that the services are contrary to the law or applicable (local) regulations;
 - 8.1.6** there are circumstances preventing the carriage or delivery of the Cargo;
 - 8.1.7** the Principal is declared bankrupt, put into liquidation, granted moratorium, granted creditor protection or is dissolved;
 - 8.1.8** Distri Rail demonstrates it has another sound reason to do so.
- 8.2** In case of refusal, discontinuation, cancellation or termination of the provision of services by Distri Rail, Distri Rail shall where reasonably possible, at its own discretion, enable the Principal to regain possession of the Cargo and accompanying documentation.
- 8.3** In case of refusal, discontinuation, cancellation, suspension or termination of the provision of services by Distri Rail, Distri Rail shall charge the Principal for the services rendered up to that moment and the Principal shall be obliged to pay the same to Distri Rail.
- 8.4** In case of refusal, discontinuation, cancellation, suspension or termination of the provision of services by Distri Rail, Distri Rail shall never be liable vis-à-vis the Principal for any damage, losses or costs whatsoever and the Principal shall indemnify and hold

Distri Rail harmless from any and all claims by, actions by, damage of and losses of third parties, directly or indirectly resulting from such refusal, discontinuation, cancellation, suspension or termination by Distri Rail pursuant to these GC.

8.5 In case of refusal, discontinuation, cancellation or suspension of the provision of services by Distri Rail, the Principal shall not be entitled to dissolve, rescind, terminate or set aside the agreement.

9. Force Majeure

9.1 If, after the agreement has been concluded, execution of the agreement becomes burdensome or impossible for Distri Rail as a result of force majeure, and inasmuch as execution of the agreement is still required, Distri Rail will be entitled to terminate the agreement or suspend its services, in which case the Principal will be notified as soon as possible, under specification of the force majeure event. In such case, the Principal shall not be entitled to dissolve, rescind, terminate or set aside the agreement.

9.2 Force majeure shall mean a failure to fulfill its obligations on the part of Distri Rail, which cannot be attributed to Distri Rail, as a consequence of which (further) realization of the agreement cannot reasonably be expected of Distri Rail. Such force majeure can be deemed to exist if the failure to fulfill its obligations cannot be attributed to willful misconduct or gross negligence on the part of Distri Rail, and is not for Distri Rail's account by virtue of law.

9.3 A force majeure event is, amongst others, one of the following events:

9.3.1 natural disasters;

9.3.2 diseases of an epidemic nature and measures to stop/prevent the same;

9.3.3 wars, terrorism, international or national armed conflicts and preparations for such conflicts;

9.3.4 measures of domestic, foreign or supranational government agencies, including but not limited to decisions relating to the imposition of import quotas, import restrictions and embargoes;

9.3.5 blockade, obstruction or delay of transport routes, including traffic congestion, incidents, accidents;

9.3.6 supply cuts by utilities companies;

9.3.7 loss or theft of tools/equipment;

9.3.8 defective machinery/equipment;

9.3.9 a stoppage of or delay to the delivery of necessary parts, materials, raw materials and/or manufactured products;

9.3.10 the loss of the materials to be processed;

9.3.11 strike or labour disputes.

9.4 The following events are deemed equivalent to force majeure: unforeseen circumstances relating to the availability of persons and/or material which Distri Rail requires in order to fulfill its obligations under the agreement, as a result of which such fulfillment becomes impossible, burdensome and/or unreasonably expensive to such an extent that prompt compliance with the agreement cannot reasonably be expected of Distri Rail.

9.5 Distri Rail shall notify the Principal of the end of the force majeure event as soon as possible.

9.6 Distri Rail is also entitled to rely on force majeure if the force majeure event occurs after Distri Rail should have met its obligations.

9.7 If Distri Rail has already partially complied with its obligations at the occurrence of the force majeure event, Distri Rail shall be entitled to separately invoice the services already carried out (partially or fully) and the Principal is obliged to pay the same to Distri Rail.

9.8 In case of force majeure, Distri Rail shall be entitled to charge the costs incurred during and as a consequence of the force majeure event to the Principal and the Principal shall be obliged to pay the same to Distri Rail.

9.9 Under no circumstances shall the Principal be entitled to invoke force majeure against Distri Rail.

10. Obligations and liability of the Principal

- 10.1** The Principal is at all times obliged to provide Distri Rail timely with the accurate and complete information which, in the sole opinion of Distri Rail, is required for performance of the services, amongst others but not limited to:
- 10.1.1** Place where Distri Rail should take over the Cargo and place of delivery;
 - 10.1.2** Name, address and contact details of Principal/consignor and consignee;
 - 10.1.3** Description of the nature of the Cargo and the method of packing;
 - 10.1.4** Packing list;
 - 10.1.5** If the Cargo constitutes Dangerous Goods and, if yes, the description and other information/documentation required as per the RID and other applicable laws and regulations;
 - 10.1.6** If less than a full wagon load, the number of packages and the special marks/numbers identifying the same;
 - 10.1.7** If a full wagon load, the number/ID of the wagon and seal, where applicable;
 - 10.1.8** If intermodal transport units of any kind are used, the category, number/ID and seal, where applicable, of such intermodal transport unit;
 - 10.1.9** If the railway vehicle is carried as Cargo, the number/ID of the railway vehicle;
 - 10.1.10** The gross weight or the quantity of the Cargo expressed in another way if acceptable to Distri Rail;
 - 10.1.11** All documents required for customs or other administrative authorities;
 - 10.1.12** Any other information or documents which Distri Rail deems relevant.
- 10.2** Where a consignment note or waybill is used, the Principal is responsible for the proper and correct entries on the consignment note, even if that is by fact handled/arranged by Distri Rail, in which latter event such drawing up of the consignment note or waybill is effected for the risk and account of the Principal.
- 10.3** The Principal is at all times obliged to timely and properly hand over of the Cargo for carriage to Distri Rail or Distri Rail's subcontractor in a manner suitable for carriage.
- 10.4** The Principal warrants that the Cargo is suitable and safe for the intended carriage and that the Cargo is properly and timely packed, sealed, stowed and secured, including Cargo in Containers and Containers, in such a way that the Cargo is protected against full or partial loss and damage during carriage and in such a way that it cannot cause damage to persons, any other goods, means of carriage or infrastructure, even if such packing, sealing, stowing and/or securing is by fact handled/arranged by Distri Rail, in which latter event such packing, sealing, stowing and/or securing is effected for the risk and account of the Principal.
- 10.5** The Principal is at all times responsible for the proper and correct loading, stowing, securing, trimming and discharging of the Cargo in accordance with the applicable law and commonly used guidelines, even when this is by fact handled/arranged by Distri Rail, in which latter event such loading, stowing, securing, trimming and/or discharging is effected for the risk and account of the Principal.
- 10.6** The Principal warrants that Containers used to consolidate Cargo to be carried by Distri Rail are at all times approved and are in proper condition and working order.
- 10.7** The Principal warrants that Containers to be carried by Distri Rail do not exceed the weight limits applicable, that these Containers have been properly locked and secured, that locks, valves or manholes have been properly closed and secured and that in the event a Container contains Dangerous Goods, all legally required labels and markings have been put on the Container.
- 10.8** The Principal warrants that all permits, exemptions and other decisions required for the provision of the services are obtained and provided to Distri Rail timely.
- 10.9** The Principal warrants that the nature and the state of the Cargo to be carried/handled shall not cause damage or loss of any kind to Distri Rail or third parties.

- 10.10** Without prejudice to the Principal's responsibility in this regard, the Principal shall always follow instructions given by or on behalf of Distri Rail or Distri Rail's subcontractors in relation to packing, sealing, loading, stowing, securing, trimming and discharging.
- 10.11** Unless otherwise agreed, the Principal shall load the Cargo onto and discharge the Cargo from the transport vehicle, either itself or through a third party appointed by the Principal. Delay in loading or discharge operations shall be for the risk and account of the Principal and any costs arising on the side of Distri Rail as a result from delay in the loading of Cargo onto or discharge of same from the transport vehicle shall be made good by the Principal.
- 10.12** The Principal warrants that it or its subcontractors shall never overload wagons, Containers, railway vehicles, etc., i.e. in excess of their carrying capacity.
- 10.13** The Principal is at all times obliged to abide by the agreed upon carriage dates, loading and discharging times/periods and periods of use of railway vehicles, wagons, Containers, reefers, swap bodies, semi-trailers, other intermodal transport units or any other equipment made available by Distri Rail or Distri Rail's subcontractors.
- 10.14** The Principal warrants that the Cargo shall arrive at the terminal of shipment in time to load the Cargo without delay. Likewise the Principal warrants that the Cargo shall be discharged and taken receipt of by the Principal (or any third party appointed by the Principal) to ensure removal of the Cargo from the terminal of destination without delay. Any amount charged by the terminal upon Distri Rail as a result of violation by the Principal of his aforementioned duties shall be for the risk and account of the Principal and shall be reimbursed by the Principal.
- 10.15** After use by the Principal or its subcontractors, agents, auxiliary persons, representatives or employees of loading and discharging areas, the Principal shall ensure such areas as well as access roads are left in safe, clean and proper condition and the Principal shall clean up any waste, pollution, packing materials, etc. which remain after such use from the loading and discharging areas and access roads immediately and for its own account.
- 10.16** Where the Principal itself makes railway vehicles, wagons, Containers, reefers, swap bodies, semi-trailers, other intermodal transport units or any other equipment available to Distri Rail for the performance of the services, the Principal shall provide the same timely, properly and in a manner suitable for use and the Principal shall indemnify and hold Distri Rail harmless from any and all claims by, actions by, damage of and losses of third parties directly or indirectly resulting from the use thereof, amongst which but not limited to damage to infrastructure.
- 10.17** Where the Principal makes use of railway vehicles, wagons, Containers, reefers, swap bodies, semi-trailers, other intermodal transport units or any other equipment made available by Distri Rail or Distri Rail's subcontractors, it shall only use the same for the sole purpose of the agreed upon carriage/services and shall exercise due diligence when using the same. In any case the Principal is liable for any and all direct and consequential damage to or loss of railway vehicles, wagons, Containers, reefers, swap bodies, semi-trailers, other intermodal transport units or any other equipment which is made available by Distri Rail or Distri Rail's subcontractors and used by the Principal or the Principal's subcontractors, agents, auxiliary persons, representatives or employees.
- 10.18** The Principal is at all times responsible for the redelivery of railway vehicles, wagons, Containers, reefers, swap bodies, semi-trailers, other intermodal transport units or any other equipment made available by Distri Rail or Distri Rail's subcontractors, to the agreed upon location at the agreed upon time and in a clean and proper state, i.e. completely empty, disinfected, ready for use, etc., failing which Distri Rail shall charge container demurrage and arrange for such cleaning, disinfecting, etc. for the account of the Principal and the Principal is obliged to pay the same to Distri Rail.
- 10.19** If the Principals fails to redeliver to Distri Rail railway vehicles, wagons, Containers, reefers, swap bodies, semi-trailers, other intermodal transport units or any other

equipment made available by Distri Rail or Distri Rail's subcontractors upon termination of the carriage, Distri Rail is entitled to declare those a total loss, and the Principal shall be liable for the damages on the basis of the depreciated replacement value thereof, leaving unaffected Distri Rail's right to claims container demurrage until the day the Containers are declared a total loss.

- 10.20** The Principal shall take receipt of the Cargo at the place of delivery upon arrival of the Cargo. If the Principal for whatever reason fails to do so, Distri Rail is entitled to reimbursement by the Principal of any costs and charges incurred by Distri Rail as a result of the Principals failure, increased with 30% to cover Distri Rail's own expenses arising from late receipt of the Cargo by the Principal.
- 10.21** The Principal is at all times responsible for ensuring the provision of proof of delivery to Distri Rail upon delivery of the Cargo, like a signed receipt note, signed consignment note or other proof of delivery required by Distri Rail, even if such proof of delivery is to be provided by the consignee or third party. Where such proof of delivery is not provided to Distri Rail within 7 days after notice of readiness for delivery by Distri Rail, and such lack thereof is due to the failure or refusal of the consignor to provide such proof of delivery, the Cargo is deemed to have been delivered at the agreed place of delivery in good state and order.
- 10.22** The Principal shall immediately, but in any case before commencement of the carriage, inform Distri Rail and take corrective measures if (i) the Cargo loaded differs from the Cargo agreed upon for carriage, (ii) the agreed upon weight for carriage is exceeded and (iii) the Principal has any doubts or concerns regarding the proper packing, sealing, loading, stowing, securing, trimming or suitability of the Cargo for carriage.
- 10.23** The Principal hereby waives any lien or other right of retention it may have in relation to any and all railway vehicles, wagons, Containers, reefers, swap bodies, semi-trailers, other intermodal transport units, other equipment, goods, monies, documents, etc. owned or made available by Distri Rail or Distri Rail's subcontractors.
- 10.24** The Principal shall at all times comply with applicable laws and regulations, amongst which but not limited to sanctions, anti-corruption and anti-bribery regulations, GDPR, and regulations related to (the carriage of) Dangerous Goods.
- 10.25** The Principal shall be liable for any and all direct and consequential damage, costs and loss suffered by Distri Rail, amongst others but not limited to damage to or loss of Containers, reefers, intermodal transport units, wagons, railway vehicles, locomotives, equipment, infrastructure, demurrage, etc., as a consequence of the non-fulfillment, incorrect or late fulfillment or other breach by the Principal of its obligations under these GC, the agreement with Distri Rail and the applicable laws and shall indemnify and hold Distri Rail harmless from any and all claims by, actions by, damage of and losses of third parties directly or indirectly resulting therefrom.
- 10.26** In the event the Cargo causes damages to Distri Rail, its servants, agents or subcontractors, or to third parties against whom Distri Rail might be liable for these damages the Principal shall indemnify Distri Rail, its servants, agents or subcontractors and it shall pay to Distri Rail, its servants, agents or subcontractors any amounts payable by them to third parties in respect of damages caused by the Cargo, including damages to transport vehicles and third parties.
- 10.27** In the event the Cargo causes damages as aforesaid during handling of the Cargo by Distri Rail or its subcontractors, the Principal shall be liable and obliged to indemnification in the same manner as described at article 10.26.
- 10.28** If Distri Rail suffers damages caused by the failure of the Principal to hand over the Cargo in time to be carried by Distri Rail on the agreed time and date, the Principal shall reimburse any charges on the side of Distri Rail arising there from and shall be liable for any damages caused on the side of Distri Rail.

11. Inspection

- 11.1** Before loading commences, the Principal shall inspect the railway vehicles, wagons, Containers, other intermodal transport units, equipment, etc. made available by Distri

Rail, where applicable, for practical and technical suitability for the intended purpose, cleanliness and other possible shortcomings. Where such railway vehicles, wagons, Containers, other intermodal transport units, equipment, etc. are in the opinion of the Principal unsuitable for the intended purpose or have any damage or default whatsoever, the Principal shall immediately and in any case before commencement of the loading notify Distri Rail thereof in writing. Failing such written notification prior to commencement of the loading, the concerning railway vehicles, wagons, Containers, other intermodal transport units, equipment, etc. shall be deemed to be suitable for the intended purpose, clean and free of any (technical) defects.

- 11.2** Where the railway vehicles, wagons, Containers, other intermodal transport units, equipment, etc. are proven to be unsuitable, the Principal shall not use the same.
- 11.3** Distri Rail is at all times entitled (without having a duty thereto), included during carriage, to inspect cargo, railway vehicles, wagons, Containers, intermodal transport units, etc. for operational safety and in order to ensure that Distri Rail can correctly perform its obligations arising from the agreement, these GC or law. Such inspection can be performed without approval of the Principal. Any right to inspect of Distri Rail or actual inspection by Distri Rail does not affect the Principal's responsibility for correct packing, sealing, loading, stowing, securing, trimming and discharging and any of the Principal's other obligations.

12. Dangerous Goods

- 12.1** The Principal shall at all times abide by the applicable laws and regulations regarding the carriage of Dangerous Goods, amongst which but not limited to the RID.
- 12.2** If the Cargo to be carried or in any way handled by Distri Rail constitute Dangerous Goods, the Principal shall timely provide Distri Rail with all information, documentation and assistance which is mandatory, helpful and requested by Distri Rail.
- 12.3** If the Cargo to be carried or in any way handled by Distri Rail constitute Dangerous Goods, such Cargo shall always be carried/handled by Distri Rail for the risk and account of the Principal and the Principal warrants that it has suitable (transport) insurance to cover any damage, loss and liability resulting from such carriage or handling of Dangerous Goods.
- 12.4** Distri Rail shall never be liable vis-à-vis the Principal for any damage, losses or costs whatsoever related to (the carriage/handling of) Dangerous Goods and the Principal shall indemnify and hold Distri Rail harmless from any and all claims by, actions by, damage of and losses of third parties, directly or indirectly resulting from the (attempted) carriage/handling by Distri Rail or its subcontractors of Dangerous Goods.
- 12.5** Distri Rail shall never store Dangerous Goods.

13. Costs due

- 13.1** Freight and additional carriage charges, storage expenses (if any) become due and payable to Distri Rail at the moment the Cargo is made available to Distri Rail for carriage and are non-returnable in any event.
- 13.2** If, for whatever reason, the agreed upon carriage or other services cannot be performed for reasons which are in the sole opinion of Distri Rail due to or for the risk of the Principal, Distri Rail shall charge the full contract price and the Principal is obliged to pay the same to Distri Rail.
- 13.3** If, for whatever reason, the agreed upon carriage or other services are delayed for reasons which are in the sole opinion of Distri Rail due to or for the risk of the Principal, Distri Rail shall charge all costs directly or indirectly resulting from such delay and the Principal is obliged to pay the same to Distri Rail.
- 13.4** The costs which the Principal is in any case obliged to pay to Distri Rail are, amongst others:
 - 13.4.1** the carriage price, i.e. all costs due for the carriage to be performed from the moment the Cargo is taken over by Distri Rail until the moment of delivery;
 - 13.4.2** the price for other (secondary) services, performed by Distri Rail;

- 13.4.3** demurrage charges;
- 13.4.4** any and all amounts, charges, taxes, penalties levied by customs or other governmental organizations or administrative authorities;
- 13.4.5** any and all amounts, charges, taxes, penalties directly or indirectly resulting from Principal's failure to (timely) comply with its obligations under these GC, the agreement with Distri Rail or applicable law.
- 13.4.6** any other costs which Distri Rail can demonstrate to have paid or to be due, like demurrage incurred by Distri Rail vis-à-vis subcontractors, storage/handling charges, costs related to the use of the infrastructure, port charges, etc.;
- 13.5** If after conclusion of the agreement with Distri Rail, Distri Rail incurs additional costs in relation to the agreement and/or carriage or other services, which costs are not caused by willful misconduct or gross negligence of Distri Rail, Distri Rail may charge the same, plus handling charges at a 10% surcharge, to the Principal and the Principal is obliged to pay the same to Distri Rail.

14. Invoicing and Payment

- 14.1** Unless stated otherwise on the invoice, the Principal must pay the invoice price within 14 days after the invoice date.
- 14.2** Distri Rail is never obliged to follow the Principal's requested way of invoicing, even if Distri Rail has complied therewith in the past.
- 14.3** The Principal shall always remain responsible for payment of Distri Rail's invoices, even if those invoices are addressed to a third party at the request of the Principal or if 'cash on delivery' (by the consignee) or 'carriage to pay' is agreed, and regardless of whether the invoiced amounts are resulting from circumstances outside the control of the Principal.
- 14.4** Payment shall always be made in the currency stated on the invoice. If payment is effected in any other currency, any short payment resulting from the rate of exchange is for the risk and account of the Principal.
- 14.5** If government duties, taxes or charges, fines or other claims are imposed on Distri Rail, directly or indirectly, in relation to the carriage or storage of Cargo, the Principal shall reimburse Distri Rail for such costs immediately upon first demand.
- 14.6** The Principal shall pay all charged amounts without discount, deduction or set off and the Principal is never entitled to suspend its payment or other obligations.
- 14.7** Where the Principal fails to pay any invoice (amount) timely, the Principal shall owe interest equal to the statutory interest for commercial transactions applicable in the Netherlands at that time, on basis of article 6:119a Dutch Civil Code, without any notice of default being required. Such interest shall be owed from the day after the payment period expired up to the day of payment in full.
- 14.8** All collection and other costs reasonably incurred by Distri Rail as a result of the Principal's failure to comply (timely) with its payment obligations shall be borne by the Principal, amongst which but not limited to the extra-judicial costs, which are reasonably determined at 15% of the invoice amount, with a minimum of EUR 1,000.-.
- 14.9** Any payments received by Distri Rail are first allocated to the costs, then to the interest and finally to settlement of the principal invoice amount. In case of multiple outstanding invoices, Distri Rail may at its sole discretion allocate payment to such invoices in the order Distri Rail deems fit.
- 14.10** The administration of Distri Rail shall always be conclusive in regard to invoicing, outstanding amounts, payments received and other financial and other aspects.
- 14.11** In the event that Distri Rail, at its sole discretion, doubts the creditworthiness of the Principal, Distri Rail shall be entitled to request, before further performance by Distri Rail is required, an advance payment or immediate payment of the total or partial invoice amount, even if such amount is not yet due and payable. The Principal shall comply with such requests without delay.
- 14.12** In the event that Distri Rail, at its sole discretion, doubts the creditworthiness of the Principal, Distri Rail shall be entitled, before further performance by Distri Rail is

required, to request the Principal to provide security up to the amount owed or to be owed, in a manner acceptable to Distri Rail. The Principal shall comply with such requests without delay.

15. Lien, retention and pledge

- 15.1** Distri Rail has the right to refuse the delivery of the Cargo, other goods, documents and monies, that Distri Rail has or will obtain, for whatever reason and with whatever destination, in respect of any party.
- 15.2** Distri Rail has a possessory lien, i.e. a right to retain ('retentierecht'), in respect of all Cargoes, goods, documents and monies that Distri Rail holds or will hold for whatever reason and with whatever destination, for all claims Distri Rail has or might have in future vis-à-vis the Principal or any third party related to the concerning carriage or agreement, including in respect of all claims which do not relate to that particular Cargo or carriage.
- 15.3** Distri Rail has a right of pledge in respect of all Cargoes, goods, documents and monies that Distri Rail holds or will hold for whatever reason and with whatever destination, for all claims Distri Rail has or might have in future vis-à-vis the Principal, sender, consignor, consignee and/or the owner of the Cargo or goods. Anyone who, on behalf of the Principal, entrusts Cargo or goods to Distri Rail for the performing of Distri Rail's services, shall be deemed to be the Principal's agent for creating a right of pledge on such Cargo or goods.
- 15.4** The rights as set out in this clause, may also be exercised by subcontractors, like subcarriers.

16. Liability and prescription period

- 16.1** All services by Distri Rail are performed for the risk and account of the Principal.
- 16.2** Distri Rail shall never be liable for any indirect, consequential or immaterial damage or losses, amongst which but not limited to loss of profit, loss of production, costs of business interruption and costs of interruption of use of equipment.
- 16.3** Distri Rail shall never be liable for any damage or losses which are the result of delays in delivery or the exceeding of execution times, transit periods or time schedules.
- 16.4** Distri Rail shall never be liable for any damage or losses which are the direct or indirect result of the incorrect, late or non-fulfillment by the Principal of its obligations, or any act or omission by the Principal or the Principal's subcontractors, agents, auxiliary persons, representatives or employees.
- 16.5** Distri Rail shall never be liable for any damage to or loss of railway vehicles, wagons, Containers, reefers, swap bodies, semi-trailers, other intermodal transport units or any other equipment made available by or on behalf of the Principal for provision of the services.
- 16.6** Distri Rail shall never be liable for any damage to or loss of Cargo carried in open wagons/intermodal transport units and of Cargo consisting of live animals.
- 16.7** Distri Rail shall never be liable for any damage to temperature sensitive Cargo as a result of any temperature variation.
- 16.8** Distri Rail shall never be liable for any damage or loss whatsoever, unless such damage or loss is proven to be caused by willful misconduct or gross negligence ('bewuste roekeloosheid') by Distri Rail itself.
- 16.9** Any liability of Distri Rail shall always be limited to the (net) invoice value of the order for the carriage or other service concerned, as the case may be.
- 16.10** Any and all claims against Distri Rail shall lapse within six months after the day on which the Cargo was delivery or should have been delivered.
- 16.11** Nothing in the agreement or in these GC may ever be considered an extension of the mandatory liability exposure of Distri Rail.

17. Personnel, Servants, agents, subcontractors of Distri Rail

Distri Rail's personnel, servants, agents or subcontractors shall have the benefit of all terms and conditions contained herein or otherwise benefiting Distri Rail, as if such terms and conditions were expressly for their benefit and, in entering into a Contract with the Principal incorporating these General Conditions, does so on its own behalf, and also as agent and trustee for such servants, agents and Subcontractors, who, in case of claims made against hem by third parties in respect of their acts in the fulfillment of Distri Rail's contract obligations, may invoke these general conditions.

18. Intellectual property rights and Data Protection

- 18.1** Distri Rail retains all registered and unregistered intellectual property rights to the issued quotations, to the designs, images, drawings, (test) models, software, etc., provided, and all registered and unregistered (intellectual) property rights to the railway vehicles, wagons, Containers, reefers, swap bodies, semi-trailers, other intermodal transport units or any other equipment made available by Distri Rail. Distri Rail is furthermore the copyright holder with regard to these GC.
- 18.2** Unless there is explicit written permission from Distri Rail, the Principal is prohibited from reproducing, disclosing or commercially exploiting the aforementioned data, information, software, goods, etc. specified in the preceding paragraph of this article, under penalty of a fine of EUR 2,500 per occurrence (including per document) that this prohibition is violated. Without prejudice to the payment of the aforementioned fine, violation of the provisions of this clause also leads to liability for damages on the part of the Principal and Distri Rail shall claim compensation from the Principal.
- 18.3** The Principal shall not use the trade name(s), brand(s), logo(s) of Distri Rail or indirectly in publications and/or advertisements or otherwise without prior written permission from Distri Rail, under penalty of a fine of EUR 2,500 per occurrence (including per document) that this prohibition is violated. Without prejudice to the payment of the aforementioned fine, violation of the provisions of this clause also leads to liability for damages on the part of the Principal and Distri Rail shall claim compensation from the Principal.
- 18.4** For the interpretation of this article, the terms used with capital letters have the same meaning as the meaning given to them in the General Data Protection Regulation (AVG/GDPR (2016/679) and in the other data protection legislation that applies to parties in the different EU member states or Switzerland with regard to the agreement concluded or to be concluded between them ('Applicable Data Protection Law').
- 18.5** Unless this is otherwise specified in the offer from, a quotation from or in agreements with Distri Rail, each Party acts as a Processor with regard to the Personal Data that it processes in the context of the contractual relationship entered into by this party which is governed by these GC. Both parties will meet their obligations under the Applicable Data Protection Law.
- 18.6** For information about how Distri Rail processes personal data of the Principal, which may also include personal data of employees, agents and/or external personnel, and about other data protection information, please refer to the privacy policy of Distri Rail, which can be found on our website at www.distrirail.nl/privacy.pdf
- 18.7** The Principal will provide a copy of this privacy policy to all its employees, agents and external personnel whose data can be processed under this agreement.
- 18.8** The Principal acknowledges that certain Personal Data may be released, sent or stored by Distri Rail or one of the group companies of Distri Rail or by third parties, if this is reasonably necessary or desirable in connection with the entering into or executing of obligations under these GC or the agreement with Distri Rail and for business and commercial communication.

19. Miscellaneous

- 19.1** In the event that any provision in these GC is declared null and void, this will not affect the validity of the other provisions and the agreement as a whole.

- 19.2** Unless stated otherwise, any liability set out in these GC is without prejudice to further compensation and remedies available to the party at hand.
- 19.3** The Principal is not entitled to assign any rights or obligations under the agreement with Distri Rail or these GC without prior written approval by Distri Rail.

20. Applicable law and jurisdiction

- 20.1** These GCs and all agreements with, legal relationships with, offers by and services rendered by Distri Rail, as well as any subsequent agreements, are subject to and construed in accordance with the laws of the Netherlands.
- 20.2** Any dispute arising out of or in connection with these GC or any agreements with, legal relationships with, offers by and services rendered by Distri Rail shall be referred to arbitration in Rotterdam in accordance with the UNUM arbitration rules (<https://unum.world/>). A dispute shall exist whenever any of the parties declares this to be so. Without prejudice to the provisions of the preceding paragraph, Distri Rail shall be at liberty to bring before the Court of Rotterdam claims for sums of money due (and payable, the indebtedness of which has not been disputed in writing by the opposing party within four weeks after the invoice date. In the event of urgent claims, Distri Rail shall equally be at liberty to institute interim relief proceedings ('kort geding') before the Court of Rotterdam.