

**General Terms and Conditions for Transloading and Parking Services
Terminal Graz South**

Version valid as of 16 July 2020

1. Scope, supplementary conditions

- 1.1. These General Terms and Conditions (GTCs) are binding for all services provided by the Steiermärkische Landesbahnen (StLB) at Terminal Graz South (Terminal for short) and for all future business relations, even if no express reference is made to them.
- 1.2. Addenda and provisions that deviate from these GTCs - in particular contractual conditions and the General Terms and Conditions of contractual partners - shall be deemed to be invalid and shall only become part of the contract if this has been expressly confirmed in writing by the StLB; implied acknowledgement is excluded. If, during business relations between the StLB and the client, a service agreement is concluded which contains provisions that deviate from these GTCs, then the GTCs shall only be superseded by this service agreement to the extent that they are in blatant contradiction with it.
- 1.3. Upon accepting our services at the latest, the client shall be deemed to have agreed to the GTCs.

2. Applicable provisions

- 2.1. The provisions of the General Austrian Forwarding Terms and Conditions (AÖSp) in their currently valid version shall apply subsidiarily to these GTCs, along with the provisions pertaining to storage and forwarding law in accordance with the Austrian Commercial Code and the applicable statutory provisions (for national transports the Railway Transport and Passenger Rights Act - EisbBFG, in particular; for international transports the Uniform Rules concerning the Contract for International Carriage of Goods by Rail - CIM, in particular), provided that the following provisions do not contain any deviating regulations and provided they do not contradict mandatory provisions of the law.
- 2.2. The General Rules of Conduct at Terminal Graz South, available at <http://www.stlb.at/terminal-graz-sued/> and on site, are deemed to be agreed. The client shall ensure that its employees and vicarious agents receive the General Rules of Conduct at Terminal Graz South before carrying out their work at the Terminal and that they are aware of the contents.
- 2.3. With regards to the use of railway wagons, the "General Contract of Use for Wagons" (GCU) shall apply. If the client provides wagons, and the keeper of these wagons has not acceded to the GCU, then the client shall, its other obligations notwithstanding, assume the obligations and liabilities of a keeper within the meaning of the GCU.
- 2.4. The provisions of the GCU shall apply mutatis mutandis even if the wagons themselves are the subject of the contract of carriage (carriage of railway vehicles).

3. Scope of services

- 3.1. Terminal Graz South is a connection point between the rail and road modes of transport. The Terminal provides transloading and parking services relating to combined transport (CT) in accordance with these GTCs. The Terminal guarantees non-discriminatory access subject to a comparable quality and price structure to all operators and railway companies offering CT.
- 3.2. In addition to the transloading and parking services provided within the framework of these GTCs, the Terminal offers additional CT services, each of which is subject to separate agreements. The same applies to dealings with rolling highways.





3.3. If the contractual partner is a railway undertaking (RU) or an entity entitled to railway infrastructure capacity in accordance with the Railway Act in its current version, it shall also be deemed to be the entity entitled to access within the meaning of Sec. 58b Railway Act. In this case, transloading is considered to be an additional service in accordance with Sec. 58b para 1 line 2 EisbG.

4. Placing an order, accepting an order

- 4.1. Our offers are subject to change and are non-binding until the contract has been concluded.
- 4.2. If the client announces its intent to conclude a contract on the basis of such a non-binding offer, then the offer shall only become binding upon acceptance by the StLB.
- 4.3. A written order confirmation shall only be issued by the StLB if this has been separately agreed with the client.

5. Condition of the unit load (UL)

- 5.1. The ULs must comply with the relevant legal regulations and the current state of the art. It must be possible to load them with a mobile or gantry crane and they must be suitable for transloading and transport in CT. UL within the meaning of these GTCs are considered to be:
- Large containers (in accordance with ISO standards)
 - Swap bodies (in accordance with CEN standards)
 - Semi-trailers (in accordance with the German road traffic regulations - StVZO)
 - Trucks and articulated vehicles (in accordance with StVZO) when using a 'rolling highway'
- 5.2. All ULs intended for unaccompanied transport within the meaning of these GTCs must be approved for CT.
- 5.3. When placing the order, the client must take into account that the weights and dimensions of the UL must comply with the respective technical specifications of our transloading facilities. For swap bodies, in particular, the client is also liable for ensuring that the centre of gravity of the load is within the pick-up points of the gripper jaws.
- 5.4. The StLB is not obliged to check the condition of the ULs provided by the client.
- 5.5. The client is liable to the StLB for all direct or indirect damages (including exclusively financial losses) resulting from the defective condition of the UL or from insufficient or incorrect information regarding the UL in full and without limitation.

6. Transloading

- 6.1. Transloading begins as soon as the loading gear of the transloading equipment is lowered onto the UL.
- 6.2. Transloading ends as soon as the loading gear of the transloading equipment is detached from the UL, is raised and is free of the UL.
- 6.3. Transloading is carried out in different ways:
- 6.3.1. For arrival by road, from a road vehicle onto a railway vehicle, or for parking, or onto a road vehicle in case of rail substitution services.
- 6.3.2. For arrival by rail, from the railway vehicle onto a road vehicle, for parking, or onto another railway vehicle.
- 6.3.3. For delivery to road, from a railway vehicle or from parking onto a road vehicle.



- 6.3.4. For delivery to rail, from the road vehicle, from parking, or from another railway vehicle onto a railway vehicle.
- 6.4. When ULs arrive for transloading, they must be registered with the Terminal using a collection and delivery note.
- 6.5. The transloading of ULs takes place according to the arrival of the client/carrier at the Terminal (on a first-come-first-serve basis). Carrier downtimes are not compensated.
- 6.6. Transloading does not include connecting the UL to or disconnecting the UL from the wagon or motor vehicle; nor does it include disconnecting or tightening the fastening devices and securing or fixing devices to the wagon or motor vehicle; nor does it include preparing the railway vehicle or motor vehicle to receive the UL (e.g. positioning of pegs on the motor vehicle).
- 6.7. The client/carrier is responsible for ensuring that the condition of the loaded railway vehicles or trucks is suitable for transloading and that they are, in particular, free of ice and snow.
- 6.8. In accordance with Sections 957 ff ABGB (Austrian Civil Code), the StLB accepts no liability in relation to transport-related temporary storage of ULs.
- 6.9. Transport-related temporary storage means that the UL is kept on standby for further transport. It begins after transloading on the day of receipt in accordance with the order information and ends before transloading for subsequent transport in accordance with the order data, provided that this takes place on the same day.
- 6.10. Railway vehicles must always be assigned to an expert maintenance body within the meaning of Directive 2004/49/EC in its current version (ECM, "Entity in Charge of Maintenance" pursuant to Directive 2008/110/EC). They must comply with the legal requirements, the GUC and RIV and must have a valid official licence. Furthermore, an expiration of the time for appeal is also prohibited.
- 6.11. The client shall be liable to the StLB for all direct or indirect damages (including exclusively financial losses) resulting from the defectiveness of the railway vehicles or trucks in full and without limitation.

7. Parking

- 7.1. The Terminal shall store empty and loaded ULs used in CT depending on the local parking capacity, if parking is preceded or followed by rail transport or a rail replacement service. The Terminal is not obligated to park them.
- 7.2. The management of the transloading company is responsible for the utilisation of the parking areas.
- 7.3. Parking begins after transloading into the parking area and ends with transloading onto the road vehicle or railway vehicle intended for onward transport.
- 7.4. The usage of support legs to park swap bodies or semi-trailers before transloading on arrival by road truck or railway wagon is only permitted with agreement of the Terminal.
- 7.5. The Terminal reserves the right to park ULs should operational matters in the transloading station require as such.
- 7.6. Parking is charged according to the duration of parking in accordance with the price lists of the Terminal in their respective current version.
- 7.7. All ULs are parked outdoors. The ULs/cargo must be suitable for outdoor storage. Any damages or risks arising in connection with the nature of the ULs/cargo or environmental influences (e.g. warm temperatures, rain, snow) due to outdoor parking shall be borne solely by the client.



8. Cancellation, loss of service

If the services are not rendered due to circumstances which fall within the remit of the client, then StLB reserves the right to charge a flat-rate cancellation fee of 25% of the agreed gross remuneration in addition to the agreed remuneration and any further compensation.

9. Liability StLB

- 9.1. The StLB assumes responsibility for the loading and/or unloading (transloading) operations and for storage (parking) in accordance with the provisions of the AÖSp, and subsidiarily in accordance with the provisions of the Austrian Commercial Code (UGB) regarding freight forwarding and storage.
- 9.2. Insofar as liability still exists under the AÖSp, the StLB shall only be liable for damages to transport vehicles (e.g. trucks or railway vehicles) or other objects belonging to the client, if gross negligence on the part of its employees is proven and the damage is reported immediately to Terminal management. Liability is limited to direct property damage, unless the damage was caused intentionally or due to gross negligence.
- 9.3. The StLB are exempt from liability if the damage was caused due to a fault of the client, an instruction of the client which was not provoked by the Terminal or due to circumstances which the Terminal could not avoid and the consequences of which it could not avert.
- 9.4. The contractual parties shall indemnify and hold each other harmless for any damage caused by them to third parties and auxiliary persons, including recourse or insurance recourse, provided that liability is accepted in the first place.

10. Liability Client

- 10.1. The client is liable for the behaviour of its employees, vicarious agents and clients as well as its own conduct. In this way, the client is liable to the StLB for all direct or indirect damages (including exclusively financial losses) in full and without limitation.
- 10.2. Therefore, the client is, in particular, also liable for all damages resulting from incorrect, unclear or incomplete information on collection and delivery notes and on other forms.
- 10.3. For liability relating to unit loads (ULs) and means of transport, see point 5.4. 6.9 of these GTCs.

11. Transfer of risk

- 11.1. Road delivery is deemed to be the completion of the loading process on the road haulier's truck, not including the locking of the unit load.
- 11.2. Rail delivery is deemed to be the acceptance of the unit load by the RU at the Terminal under the crane, inspected by the wagon.

12. Limitation period

Subject to mandatory statutory provisions, all claims against the StLB shall become statute-barred after 6 months in accordance with the provisions of Sec. 64 AÖSp.

13. Special Provisions for Dangerous Goods

- 13.1. The Terminal does not store ULs with hazardous goods (laden as well as empty but dirty ones).



- 13.2. The “Dangerous Goods Guidelines for Combined Transport” shall apply in addition to the dangerous goods legislation for temporary storage of ULs containing hazardous goods in transloading stations.
- 13.3. ULs containing hazardous cargo may only be delivered on the day of dispatch.
- 13.4. Incoming ULs containing hazardous cargo must be collected on day of arrival but latest during the opening hours of the first working day following the day of delivery. Otherwise, the Terminal may return these ULs at the client's risk and expense, store it at a third-party location with the necessary infrastructure, or, if necessary, destroy the ULs or render them harmless, without becoming liable to pay compensation.
- 13.5. If a UL with hazardous goods is handed over to the Terminal without explicit reference and if the hazardous nature of the goods is not apparent from the labelling of the UL, the client is liable for the resulting damage in accordance with the statutory provisions.
- 13.6. The Terminal reserves the right to exclude ULs with hazardous goods or goods with unique characteristics (e.g. perishable or valuable goods) from being transloaded in its freight terminals. The Terminal will notify the contractual partner within a reasonable period of time, if this is the case.
- 13.7. The client must observe the regulations for the carriage of dangerous goods by rail (RID) and by road (ADR).
- 13.8. In particular, the client shall notify the StLB of the dangerous goods in writing and provide it with all information and documents required for the performance of its duties. Dangerous goods shall only be accepted/delivered by the StLB if the assumption of the safety and custody obligations until collection or from the time of provision has been agreed with the client. The consignments must comply with the regulations for the transport of dangerous goods before being accepted. The client is liable to the StLB for all damages and disadvantages and exempts the StLB from all obligations to third parties that arise during transport, safekeeping or other treatment, as well as those that are due to the nature of the goods and the non-observance of the client's duty of care.

14. Rules of conduct

- 14.1. The client accepts the “General Rules of Conduct at Terminal Graz South” and is obliged to instruct its employees accordingly. The Rules of Conduct are available on site or on the Internet (<http://www.stlb.at/terminal-graz-sued/>). Reference is also made to point 2.2. of these GTCs.
- 14.2. In the event of non-compliance with the General Rules of Conduct at Terminal Graz South, the Terminal may prohibit persons from driving and/or entering the Terminal property.

15. Charges, invoicing, payment, default

- 15.1. The charges are based on the currently valid transloading and parking price lists and the user charge according to the terms of use of the rail network.
- 15.2. All prices quoted by the StLB are always net prices in euro, and are exclusive of VAT. Prices relating to offers are only valid for the specified commitment period.
- 15.3. Payments are to be transferred free of encumbrances to an account to be determined by us. Invoices are to be paid immediately when due in accordance with the terms of payment and without deduction of discounts. In case of default of payment, the statutory default interest shall apply. Furthermore, the client shall be obliged to pay in full the reminder fees incurred and the costs associated with the collection of the outstanding debt.
- 15.4. Deviating payment procedures can be determined in a separate agreement.



- 15.5. Offsetting or retention against the claims of the StLB is excluded, unless the counterclaim is due and has been determined by means of acknowledgement or a legally binding decision.
- 15.6. Objections to invoices may be raised in writing within four weeks of the invoice date. Otherwise, an invoice of the StLB is deemed to have been accepted by the client.
- 15.7. Should the client be in arrears for service fees in the amount of more than two monthly invoices, then the StLB may, at its own discretion, only render forthcoming arranged services subject to the acquittance or securing of all outstanding service fees to full satisfaction (by means of a bank guarantee, letter of guarantee or letter of comfort), and also demand payment in advance for any further service.

16. Final provisions and place of jurisdiction

- 16.1. For all disputes arising out of or in connection with these GTCs or those arising from the contractual relationship or relating to its violation, termination or invalidity, the competent court located in Graz for the commercial jurisdiction is agreed as the exclusive place of jurisdiction.
- 16.2. The legal relationship between the StLB and the client shall be subject to Austrian substantive law, to the exclusion of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods.
- 16.3. All amendments must be made in writing. The demonstrable additional costs arising from the change in service will be charged to the client.
- 16.4. All agreements deviating from these GTCs must be set out in writing.
- 16.5. In the event of contradictory provisions, all conditions in the offer as well as in the contract shall take precedence over these GTCs.
- 16.6. Should any provision of these GTCs be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to the economic and legal intent of the invalid or unenforceable provision. The same shall apply if a loophole requiring supplementation becomes apparent or should become apparent during the execution of a service agreement.

17. Confidentiality and data protection

- 17.1. Any knowledge of the business activities and trade secrets of the respective other party obtained directly or indirectly in connection with the performance of the contract may not be disclosed to third parties without the consent of the respective party. The parties shall oblige their employees to maintain appropriate confidentiality.
- 17.2. The dissemination of data concerning the business operations, means of transport, business secrets or other business traits is only permitted if it occurs to ensure proper business operations, to inform current or potential insurers, professional party representatives who are obliged to maintain secrecy, or in order to fulfil a legal obligation.
- 17.3. Irrespective of existing legal obligations, the client gives its express consent that its data, which has been disclosed to the Terminal, may be recorded by the Terminal itself and used for the intended purpose. It furthermore consents to these documents or individual data sets being passed on to insurers for the purpose of checking or assessing the insurance risk, as well as to the authorities, provided that the contractual partner has proven in the individual case, at the time of data disclosure or handing over of the documents, that there is no justified economic interest that would prevent disclosure.