General Terms and Conditions of DB Cargo Logistics GmbH

January 1st, 2026

1. Scope, supplementary terms and conditions

1.1 DB Cargo Logistics GmbH (hereinafter "DB CL") provides its services in accordance with the following Terms and conditions and the conditions set out in subsections 1.3.–1.6.

1.2 These General Terms and Conditions are not applicable to contracts with consumers within the meaning of Section 13 of the German Civil Code (BGB).

1.3 For cross-border services which fall within the scope of COTIF/CIM, the "General Terms and Conditions of Carriage for International Freight Traffic by Rail" (GTC-CIM) of the Comite international des transports ferroviaires (www.cit-rail.org) shall apply in addition.

1.4 In addition to these General Terms and Conditions the following terms and conditions shall also apply:
- "Allgemeine Verladeinstruktionen fur Autotransportwagen der DB CL" (General Loading Instructions for car-carrying wagons of DB CL) in the respective latest version, along with the following terms and conditions, as amended, to be applied mutatis mutandis as if they were the terms and conditions of DB CL;
- DB Cargo AG Prices and Services;
- DB Cargo AG Loading guidelines.

1.5 The general terms and conditions of DB CL's customer shall apply only if explicitly confirmed in writing by DB CL.

1.6 Freight forwarding, storage and other usual forwarding services are rendered based on the 2017 German Freight Forwarders' Standard Terms and Conditions (ADSp) available for download at the DSLV website at https://www.dslv.org/de/adsp, as amended, unless agreed otherwise.

2. Placement of orders

2.1 The customer shall place orders in electronic form via EDI (Electronic Data Interchange), link2rail or by entering data into a web interface or mask provided by DB CL or using another method as agreed with DB CL. The orders shall be considered as accepted if DB CL does not reject them within a reasonable period.

2.2 An order confirmation shall be issued only if agreed with the customer. An intermediate message shall not be deemed as order confirmation.

2.3 DB CL must be notified of company holidays/ public holidays in good time so that train paths that are not required can be canceled in good time at DB InfraGo.

3. Freight transport order, consignment note

3.1 Where a consignment note in accordance with Section 408 of the German Commercial Code (HGB) is used, it shall be deemed equivalent to a freight transport order.

3.2 Even without the use of a consignment note, DB CL's customer shall provide the information required under Section 408 HGB in a freight transport order. Even without the use of a consignment note, the customer shall be liable pursuant to Section 414 HGB for the correctness and completeness of the information it provides.

4. Wagons and load units provided by DB CL, loading deadlines

4.1 Unless otherwise agreed, DB CL shall provide wagons and load units (see subsection 15.2.). Should the customer provide the wagons it shall ensure that the wagons it provides are suitable in all respects for the ordered transport and that the wagons may be used for such transport.

4.2 DB CL is entitled to amend the type of wagons, load units, and in particular the wagon type in line with the respective situation, even if they are specified in the transport order, and the interests of DB CL's customer are taken into account.

4.3 Prior to loading, DB CL's customer shall check the wagons and load units supplied regarding their suitability for the intended purpose of use and for visible defects and shall notify DB CL immediately of any defects.

4.4 DB CL's customer shall be liable for damage to wagons and load units caused by itself or by its agents. The customer shall not be liable if the damage results from a defect that was already existent upon handover of the wagons and load units. Any damage or accident shall be reported immediately to DB CL.

4.5 DB CL's customer shall be responsible for ensuring that unloaded wagons and load units are returned by the specified date and time to the agreed handover point in proper and adequate condition for reuse, cleanly swept, fully emptied, and complete with all unattached components. In the event of failure to comply with the above, DB CL shall charge a fee in accordance with the "DB Cargo AG Standard Rates and other Provisions" for any resulting expenses. Any further claims for damages shall remain unaffected thereby.

4.6 Should loading deadlines not be met, DB CL shall charge a demurrage fee in accordance with the "DB Cargo AG Standard Rates and Provisions". Any further claims for damages shall remain unaffected thereby.

4.7 The provision of wagons and load units prior to the signing of a freight contract is subject to the terms of Section 412 (3), Section 415, and Section 417 HGB accordingly. Any further claims for damages shall remain unaffected thereby.

5. Block trains

5.1 A block train is a permanently coupled train conveyed as a single consignment on the route from a point of departure and consignor to a destination and consignee.

5.2 Order procedures, changes to orders, transport ordering processes, stabling provisions, cancellations, etc. shall be agreed upon separately.

6. Third-party wagons

6.1 The customer shall ensure that
a) the wagons it provides are subject to maintenance by a certified entity in charge of maintenance (ECM). Otherwise, DB CL is entitled to refuse acceptance of the wagons;
b) only wagons whose keepers are party to the General Contract of Use for Wagons (GCU) are used. Should this not be the case, it shall provide such wagons to DB CL under the same conditions as would apply if the keepers were party to the GCU. This shall not apply if it has been agreed that the wagon provided will be carried as an item of cargo on its own wheels;
c) the wagons handed over are safe to operate, suitable for the goods being carried, and have the appropriate approval;
d) DB CL or the commissioned railway company is entitled to transmit to the keeper the data which is absolutely necessary for the further use of the wagon by the keeper.

6.2 The customer undertakes to hand over to DB CL or its subcontractors only wagons which
a) for transports in/through Germany, comply with the requirements of the Railway Noise Protection Act (Schienenlarmschutzgesetz, "SchlarmschG"), and
b) for transports in/through Switzerland, comply with the requirements of the Swiss Federal Law on Railway Noise Abatement (Bundesgesetz uber die Larmsanierung von Eisenbahnen, "BGLE"), and
c) for transports in/through the European, comply with the requirements of Regulation (EU) No 1304/2014 and, upon request, to provide DB CL with proof of compliance with the above legal requirements in due time.

If the customer hands over a wagon that does not comply with the legal requirements, it shall pay DB CL a flat fee of EUR 1,500 per wagon. In addition, DB CL or its subcontractor shall be entitled to refuse to take over the wagon and/or to claim compensation. The flat fee shall be credited against any compensation claim. The customer shall indemnify and hold harmless DB CL or its subcontractor against all third-party claims arising from the infringement.

7. Telematic and sensor data; link2rail eServices

7.1 If wagons are equipped with telematics and sensor devices, DB CL collects and uses wagon-related data. If the customer has access to data of equipped wagons of third-party keepers, the customer shall have this data made available to DB CL if possible. Such companies of which DB Cargo AG is the direct or indirect majority shareholder may also access the data while providing their transport services.

7.2 The use of basic e-services on the Link2rail platform is included in the transport price at a cost of EUR 1 per transported wagon, regardless of usage. These basic eServices include "Empty Wagon", "Order", "Track&Trace" and "Invoice View".

8. Loading regulations

8.1 DB CL's customer shall be responsible for safe loading and unloading. Loading shall conform with the loading directives, as amended, applicable to the respective mode of transport.

8.2 DB CL shall be entitled to inspect wagons and load units to ensure that they have been safely loaded.

8.3 If DB CL's customer fails to fulfill its obligation as set out in subsections 4 and 6, or if there is a substantial deviation between the agreed cargo and the actual cargo loaded, or if the permissible gross weight is exceeded, or if carriage is impeded or safe performance is threatened as a result of the type of cargo or method of loading, or if there has been a violation of legal provisions, DB CL shall, if such a situation becomes apparent, request that the customer provide remedy within a reasonable period of time. If no remedy is provided by the deadline set, DB CL shall also be entitled to assert its rights in accordance with Section 415 (3) sentence 1 HGB.

8.4 The customer shall, at its own expense and without delay, remove any waste created during the loading and unloading process from the loading point, including all access routes to it. Should DB CL carry out cleaning, DB CL shall charge a fee in accordance with the "DB Cargo AG Standard Rates and Provisions" for any resulting expenses.

9. Hindrance

Within the scope of Section 419 (3) HGB, DB CL is entitled to park the loaded wagons in sidings. For the duration of such side-tracking, DB CL shall be liable for the safekeeping of the consignment by exercise of due care and diligence.

10. Presumed loss

In accordance with Section 424 HGB, presumed loss shall take effect 30 days after the delivery deadline

11. Dangerous goods

11.1 DB CL's customer shall comply with the applicable legal requirements governing the carriage of dangerous goods.

11.2 In the case of Class 7 dangerous goods, a physical handover/takeover of the goods must be carried out and agreed in writing.

11.3 Dangerous goods shall not be stored by DB CL, nor shall loaded wagons containing dangerous goods in transit be sidetracked.

12. Accounting, prohibition of offsetting

12.1 Invoices from DB CL shall be due and payable within 10 days of receipt. 12.2. Claims by DB CL must not be offset, or payment be withheld in respect of counterclaims, unless the counterclaim is undisputed or has become res judicata.

12.2 DB CL may require the customer to make a payment in advance or to provide security.

13. Price adjustments

13.1 IIf the planned route cannot be used or can only be used to a limited extent, e. g. due to construction sites, accidents or other unforeseeable impairments to route availability, DB CL is entitled to charge the customer the additional costs for transportation via the alternative route. DB CL shall provide proof of the necessary detour route including the operating kilometers. The additional costs are calculated according to the formula:

Agreed freight price * km detour route / km standard route = freight price period detour.

13.2 In the event of an increase in the prices of the subcontractors commissioned by DB CL by more than 5% within a period of 3 months, DB CL shall be entitled to adjust the agreed freight prices in the amount of the additional costs. If this results in an increase of more than 2% of the freight prices, the customer may terminate the affected relation(s) by giving one month's notice to the day on which the price adjustment takes effect. Until termination, the prices valid until then shall apply.

13.3 In the week preceding the traffic day, demand planning for block trains for the following week shall take place with the customer by 12 noon on Tuesday.

13.4 For the cancellation of a closed train (block train) in wagonload traffic, the following shall be charged

- 30% of the cancellation fee if the cancellation order is made less than 72 hours before the traffic day,
- 60% of the cancellation fee if the cancellation order is made less than 48 hours before the traffic day,
- 90% of the cancellation fee if the cancellation request is made less than 24 hours before the traffic day,
- 100% of the cancellation fee if the cancellation is made on the day of transportation.

The cancellation fee is per canceled train:

- Relations ≤ 200 kilometers 4,490 EUR
- Relations > 200 kilometers 7,510 EUR
- Relations > 400 kilometers 12,000 EUR
- The maximum cancellation fee is 100% of the freight charge.

Cancellation is free of charge if DB CL is responsible for its cause. A train not handed over by the customer and not canceled by the agreed scheduled handover time will be invoiced at the full cancellation charge rate (100%). The reordering of a block train prior to the takeover constitutes a cancellation of the originally ordered block train with a simultaneous reordering of a block train.

For cancellations up to 72 hours before the traffic day and adjustments to the train program, DB InfraGo will charge a train path cancellation fee. DB CL reserves the right to charge the customer a fee of EUR 0.37 per DIUM-km (https://dium.dbcargo.com/dium/index.jsp) for the German section of the route for these changes or cancellations.

14. Customs and other administrative regulations

Compliance with customs and other administrative regulations applicable while the goods are in transit shall be ensured by DB CL or its authorized representatives. For said services, and for delays for which DB CL is not responsible arising from the performance of such services, DB CL shall charge a fee as set out in the "DB Cargo AG Standard Rates and Provisions".

15. Special conditions for intermodal transport

15.1 Intermodal transport within the meaning of these provisions is the carriage of loaded or empty load units (LUs) that conform to the applicable legal requirements and technical provisions (e. g. to DIN, EN, UIC Leaflets, valid CSC Safety Approval).

15.2 LUs are defined here as:

- Large containers (inland freight containers for transport on the European mainland and containers for overseas shipment that have been standardized by the International Organization for Standardization (ISO)),
- Swap-bodies (i. e. superstructures interchangeable in operations) standardized by the European Committee for Standardization (CEN)),
- Semi-trailers, Truck-trailer combinations and semi-trailer vehicles (the latter two using the "Rolling Road") within

the meaning of the German Road Traffic Licensing Regulations (StVZO).

15.3 Swap bodies, semi-trailers, truck-trailer combinations, and semi-trailer vehicles (loaded or empty) will only be accepted for forwarding if they are codified.

15.4 The customer is responsible for adding closures to loaded, covered, and closed wagons unless DB CL and the customer have come to alternative arrangements. For the addition of closures through DB CL costs will be charged to the customer according to the Service Catalogue of DB Cargo AG.

15.5 Unless otherwise agreed, the customer shall make out a container consignment note in accordance with the template available at www.dbcargo.com/gtc.

15.6 A consignment is understood to mean the LUs dispatched under a single container consignment note.

15.7 Large containers with a height of more than 2,603 mm (8‘, 6“) for rail transport, or more than 4 m for road transport (according to StVZO), can only be transported subject to the agreement of special conditions of carriage with DB CL.

15.8 The NHM position/code will depend on the type of goods loaded in the LUs or, for empty LUs, on the NHM position/code of the empty LUs.

15.9 LUs must conform to the applicable legal requirements and technical provisions (e. g. valid Safety Approval).

15.10 LUs delivered to DB CL by the customer must be operationally safe and suitable for the goods being carried.

15.11 DB CL parks LUs in the open.

16. Liability

16.1 Unless otherwise agreed in the following terms, DB CL shall be liable pursuant to legal provisions.

16.2 **Notwithstanding the legally prescribed amount, DB CL’s liability per instance of damage is limited to an amount of EUR 1 million or two units of account per kilogram, whichever is the greater. This shall not apply to cases described in Section 435 HGB.**

16.3 **As far as the ADSp are applicable, we point out the following: By way of derogation from legal provisions, clause 23 of the 2017 ADSp limits the legal liability for damage to goods in accordance with Section 431 of the German Commercial Code (HGB) to 8.33 SDR/kg, EUR 1.25 million per instance of damage or to EUR 2.5 million per event or 2 SDR/kg, whichever is greater per instance of damage or event, and in the case of multimodal transports including sea transport generally to 2 SDR/kg.**

16.4 **Where stabling or storage has been requested, DB CL’s maximum liability shall be as follows:**

- **for damage to goods in accordance with Section 431 (1), (2), and (4) of the German Commercial Code (HGB), to 8.33 special drawing rights per kilogram, but not to exceed EUR 25,000 per instance of damage;**
- **for damage based upon the difference between the nominal and actual inventory, liability is limited to EUR 50,000 per year;**
- **for damage to goods and other damage excluding persons and third-party goods, liability shall be limited to EUR 25,000 per instance of damage.**

Subsection 16.2. shall otherwise apply.

16.5 To the extent that claims for damages are not otherwise based on compelling legal provisions, intent, or gross negligence, liability on the part of DB CL shall be excluded. In the case of failure to meet obligations fundamental to the performance of the Agreement, DB CL shall be liable pursuant to legal provisions, however, liability shall be limited to foreseeable typical damage.

16.6 The customer shall provide DB CL with the opportunity to inspect the damage.

16.7 The customer shall exempt and hold DB CL harmless, within the scope of its share in the liability, from any obligation arising towards third parties from the transport movement, safekeeping, or other handling of the goods, or arising from the nature of the goods or the failure of the customer to comply with its duty of care.

16.8 Timetables and transport plans provided to the customer shall not be deemed as an agreement on the transit period.

16.9 Should DB CL be contractually obligated to provide insurance coverage to third-party equipment or goods in transit, it shall be granted the right to self-insurance.

16.10 As a carrier, DB CL assumes the duty of care for the wagon or the LE and the transported goods when the wagon is physically taken over (coupling) at the agreed handover point at the place of departure. The custody of the wagon or the LE and the transported goods ends with the physical handover of the wagon (uncoupling) at the handover point at the receiving location.

17. IT-Security

The customer shall establish suitable processes in its company to ensure information security (ISMS) and maintain these throughout the term of the contract. In particular, the customer shall ensure that no data contaminated by viruses are transmitted to DB CL.

18. Transfer of rights and obligations

DB CL shall be entitled to transfer its contractual rights and duties to affiliated companies within the meaning of Sections 15 et seq. German Stock Corporation Act (AktG) without the consent of the customer.

19. Trade compliance

19.1 The fulfillment of the contractual obligations (deliveries and services) is subject to the provison that no applicable national, European, or international export control regulations, such as embargoes, sanctions or other bans and restrictions, conflict with fulfillment. The customer undertakes to provide all information and documents necessary for export or shipment.

19.2 Delays due to export control testing or approval procedures affect delivery times and deadlines. If the required approvals are not granted or the contractual service is not eligible for approval, DB CL is entitled to withdraw from the contract. The assertion of damages of any kind, due to delay or nonperformance, or other rights by the customer is excluded in this respect.

19.3 The customer undertakes to comply with all applicable export control regulations towards DB CL. If the goods delivered by DB CL (goods, software or technology including associated documents) are passed on to third parties, the customer must comply with the applicable export control regulations.

20. Switzerland transport

20.1 Wagons provided by the customer

The customer undertakes to hand over to DB CL or subcontractors commissioned by DB CL only wagons that comply with the regulation issued by the Swiss Federal Office of Transport (FOT) on 23 October 2025 regarding measures in connection with the safety of freight wagons (to be found at: www.dbcargo.com/bav) for transport to/from/through Switzerland. If the customer hands over a wagon that does not comply with the FOT regulation, the customer shall pay DB CL a flat fee of EUR 1,500 per wagon. DB CL or the subcontractor used by DB CL may refuse acceptance of noncompliant wagons and reserves the right to claim compensation. to take over the wagon and/or demand damages. The flat fee shall be offset against any compensation claims. The customer will indemnify and hold harmless DB CL or subcontractors commissioned by DB CL against all third-party claims or costs arising from an infringement.

20.2 Special right of termination

DB CL shall be entitled to terminate routes to or through Switzerland with immediate effect if the regulation issued by the Swiss Federal Office of Transport (FOT) on 23 October 2025 regarding measures in connection with the safety of freight wagons (to be found at: www.dbcargo.com/bav) has a significant impact on

- the usability of the freight wagons used in the affected

transport services, and

- the transport services cannot be upheld by means of agreeing on and implementing other rail freight transport measures (e.g. using alternative routes or other wagons) or the parties do not agree on a rule regarding such measures, including any commercial impact these may cause, within a period of 4 weeks after they have received notification of them. During the aforementioned period, DB CL's duty to carry out the transports affected by such measures shall be suspended.

21. Place of jurisdiction, applicable law

21.1 German law shall apply to the exclusion of German private international law.

21.2 The place of jurisdiction for disputes shall be Mainz, or, at the request of DB CL, the domicile of the customer.