Rail Cargo Operator - Hungaria Kft., HU-1133 Budapest, Váci út 92.

GENERAL TERMS AND CONDITIONS OF RAIL CARGO OPERATOR - HUNGARIA KFT. (RCO-HU)

01. 01. 2025
Implemented 01. 01. 2025

Preamble

These General Conditions govern the relationship between Rail Cargo Operator - Hungaria Ltd. (in these General Conditions referred to as UIRR Company) and a Customer performing combined international rail and road transport.

Clause 1 – Definitions

The definitions set out below apply to the terms used in these General Conditions:
1.1. The *UIRR contract* is the contract made between the Customer and a UIRR company with the purpose to transport one or several transport units by rail.
1.2. *Framework agreement* should be understood to mean a general agreement made initially between the client and the UIRR company, which contains the provisions which will apply to all UIRR contracts made in application of the said agreement.
1.3. The *Customer*, who is also referred to as the orderer or invoicee, is the person who gives the order to transport the unit, either in person or through an authorised representative, in writing or within a framework agreement, and who consequently undertakes to pay the price of the transport. The Customer alone, and not his representatives, is the contractual partner of the UIRR company.
1.4. For the purposes of concluding the contract, apart from the representative defined in paragraph 1.3., the *Customer's representative* is the person referred to as the consignor at the point of departure, and as the consignee at the point of arrival.
1.5. The *UIRR company* is understood to be the company which receives the customer's order, either directly or through a representative, to transport one or more transport units, and which subsequently issues the invoice.
1.6. *Combined transport* is the transport of transport units, whether or not intermodal, by at least two means of transportation, in this case, road and rail.
1.7. An *Intermodal transport unit* – also referred to as an ITU (Intermodal Transport Unit) is understood to be a container, a mobile crate or any similar appliance designed to contain merchandise, as well as a semitrailer, which can be moved by a grabber or bimodally. A *non-intermodal unit* is understood to be a vehicle designed for the transport of merchandise by road.
1.8. *Arrival* is understood to be the moment at which the transport unit is made available at the agreed transshipment site or at another agreed location where the customer may remove it, and not the time of arrival of the train.
1.9. *Handover* is the act by which the transport unit is transferred at departure by the customer to the manager of the transshipment site or to another agreed third party or, conversely, at the point of arrival. The handover must be made by mutual agreement of the parties concerned. In the case of an intermodal transport unit, handover at a transshipment site is effected if the unit has been separated from the tractor vehicle at departure, and if, on arrival, it has been placed onto the tractor vehicle. In the case of a nonintermodal transport unit, that is to say, a lorry driven by the customer onto or off the railway wagon, handover is effected when the unit has been finally positioned and secured on the wagon or when disembarkation from the wagon has been commenced.

Clause 2 – Object of the Contract – Obligations of the parties

2.1. On the basis of UIRR contract, the UIRR company undertakes:
- to transport the transport unit, whether or not the unit is intermodal, handed over, or loaded by the customer, or a number of units simultaneously, by rail to the agreed destination,
- to load the said unit onto the wagon prior to transport, or if appropriate, to transship the unit between two wagons, and to unload it from the wagon, except in the event of a separate branch line without transshipment or a non-intermodal unit, and
- to provide the customer or the customer's representative with any information received in the event of any irregularity arising between the commencement and completion of the UIRR contract terms.

2.2. On the basis of the UIRR contract made with the UIRR company, the customer undertakes:
- to bring the transport unit on the agreed date to the agreed transshipment site or to another agreed site,
- to remove the transport unit on the date of arrival at the agreed transshipment site or to take delivery or it at another agreed site, and
- to pay the agreed price to the UIRR company.

The detachment of the intermodal transport unit from the tractor vehicle or its attachment thereto, particularly the bolting or unbolting of fixing units, together with the necessary adjustments for forwarding by rail (securing/releasing of the non-intermodal transport unit) or by road (for example, adjustment of props, bicycle shields and bumpers, and the securing and releasing of a non-intermodal transport unit) must be carried out by the customer on his own responsibility. If the customer does not bring or remove the transport unit himself, he must appoint a representative to do so, in accordance with Clause 1.4, and must nominate that representative in a framework agreement, by a separate letter, or in the pro forma contract.

2.3. The Customer task and responsibility is to transport the transport unit from the Terminal area in the event that the person entitled to the provision indicated by the Customer does not fulfill this task within the deadline specified in the order. It is also the Customer's obligation to ensure that the transport units are delivered from the Terminal area within the time limit. The Customer expressly acknowledges that if the Customer does not comply with the provisions of this point and does not transport the transport units in time, or has it transported away from the Terminal within the deadline, then the UIRR Company is entitled to claim the maximum amount of storage fee from Customer. In case - despite the above - the Customer does not transport the transport units from the Terminal area, the UIRR-Company is entitled to claim from Customer all costs incurred in connection with the transport units which were left in the Terminal area. The Customer acknowledges that if the transport units is to be stored in the Terminal area for a period exceeding 90 (ninety) days, the Parties must enter into a separate agreement regarding this.

Nevertheless of the provisions stated in the previous point, the UIRR Company is entitled to arrange for the delivery of the transport units and the goods within from the Terminal area without waiting for the above deadline. UIRR Company is also entitled to destroy the goods contained in the transport units if necessary, or to have them destroyed if the goods therein are perishable, if their condition justifies this, or in case of dangerous goods. For the sake of clarity, the Parties stipulate that the Customer is obliged to reimburse the UIRR-Company for all costs related to transportation, destruction, and disposal of the transport units or the goods within.

Clause 3 – Conclusion and coming into effect of the UIRR Contract

3.1. A UIRR contract is made between the UIRR company and the Customer who gives the order.

3.2. Where transports provided for in a framework agreement are to be carried out from transshipment sites on which the UIRR company which is a partner in the framework agreement does not have a presence, the customer authorises the company, by way of these General Conditions, to appoint another UIRR company to conclude the UIRR contract as its representative, even if the pro forma contract of that company is used without reference to the UIRR company represented.

3.3. The UIRR contract will take effect when the UIRR company or its representative takes over the transport unit for transportation.

3.4. Handing over or receiving the transport unit to/from for UIRR company or ist representative by the customer carries his acceptance of these General Conditions.
3.5. Liability of the UIRR company for loss or damage will not take effect until the date of transport, in accordance with the provisions of Clause 8.2 paragraph 3. The relationship between the customer and the UIRR company arising out of the handover of the transport unit by the customer before the date of transport and having a bearing on the storing of the unit until the liability of the UIRR company commences in accordance with Clause 8.2 paragraph 3, will be governed by separate conditions.

Clause 4 – End of the UIRR Contract
4.1. The UIRR contract will end on the date of arrival, either by the handover of the transport unit to the customer or his representative, or in the event that it is not removed, by the locking of the transshipment site, or at the latest at 24:00hrs.
4.2. In the event that the customer fails to meet his obligation to remove the transport unit before the end of the UIRR contract, the unit will be stored on the transshipment site at his expense. The relationship between the customer and the UIRR company relating to the storage period will be governed by separate conditions.

Clause 5 – Condition of the transport unit and merchandise – customer's liability
5.1. By signing the pro forma contract, the customer undertakes: 1) to provide complete and accurate information in respect of the transport unit and the goods, in particular the weight and nature of the latter, irrespective of whether it is the customer himself or the UIRR company who enters the information or has it entered on the pro forma contract; 2) to ensure that all documentation accompanying the transport unit and which is required by the authorities for the various controls, is duly and correctly completed;3) to ensure that any time limits prescribed by the countries through which the transport unit will be forwarded are equally respected.
5.2. By the handover of the transport unit, the customer gives his assurance that it is suitable for combined transport and that the transport unit and the merchandise it contains meet the safety criteria - including regulations related to dangerous goods - for combined transport. *Suitability* should be understood to mean, for an intermodal transport unit, in particular that it has the technical qualifications for combined transport, that is to say, that it is equipped with a classification plate or, in the case of ISO containers, with the *Safety Approval Plate* in accordance with the *Container Safety Convention*, and that the condition of the intermodal transport unit, which led to its acceptance for combined transport, has not since altered. *Security* should be understood to mean, in particular, that the condition of the transport unit and the merchandise which it contains will allow the transport to be carried out in safety, and in particular that the packaging of the merchandise, stowage and fixing inside the transport unit are adapted to the requirements of combined transport. This is a particular requirement for transporting liquids or goods which require storage at a particular temperature.
5.3. Only the transport units that have been packaged in accordance with legal regulations may stay in the terminal area, or can leave the area. The UIRR-Company is entitled take care of the repair/replacement/ of the transport unit without prior notification to the Customer at the Customer's expense.
5.4. Even if no fault can be attributed to him, the customer will be liable for all losses caused where his obligations set out in Clauses 5.1, 5.2 and 6.3 are not met. The UIRR company may make the conclusion of the UIRR contract subject to an obligation on the customer to provide an insurance covering all his liabilities arising out of the terms of paragraph 5.1 above.
5.5. The UIRR company will accept no liability either for the suitability for transport, or for the safety criteria of the transport unit handed over and the merchandise contained therein.
5.6. The UIRR company is not required to check the transport unit, the merchandise or the packaging, the stowage or the fixings, nor the information supplied or the documentation submitted by the customer.
5.7. The UIRR company may, however, make an external inspection of the transport unit from the group at the time of handover and record its findings in the pro forma contract. If, at the time of handover, nothing has been recorded on the pro forma contract in relation to apparent external damage when the transport unit was removed by the customer, or that parts are clearly missing, the

absence of any such record will not constitute proof that the transport unit was intact and that nothing was missing at the time of handover by the customer.

Clause 6 – Dangerous or unauthorised goods

6.1. The shipment of a transport unit containing dangerous goods must be requested by the customer at least 24 hours before the time limit for loading, excepting Sundays and Bank Holidays. The customer is required not to handover any such transport unit until the date of departure.
6.2. A transport unit containing authorised dangerous goods must comply with national and international statutory and regulatory requirements for the forwarding of such goods by road and rail.
6.3. In handing over this type of transport unit, the customer undertakes, in addition to the undertakings given in Clause 5:
- to comply with the provisions of clause 6.2
- to provide an accurate description of the goods in the pro forma contract, in accordance with the special provisions for dangerous goods
- to hand over the appropriate safety and other necessary documentation
- to provide information on precautions to be taken which are either prescribed by the authorities or which are necessary in any event.

6.4. The customer will be required to remove this type of transport unit immediately upon arrival. In the case of an intermodal transport unit, the manager of the transshipment site will not be required to unload the unit from the wagon for so long as the customer's vehicle is not present on the site to remove it.
6.5. Measures which may be taken when the transport unit containing the dangerous goods is not removed immediately are, by way of example (although the list is not exhaustive), removal of the wagon to another site, return, unloading or destruction, all of which will be at the customer's risk and expense.
6.6. The UIRR company will, upon request, provide information on goods – whether or not they are dangerous – which are not authorised for transport or which are only so authorised under certain conditions. Goods which are authorised for forwarding under certain conditions will require an additional form of agreement in advance, which may require a special UIRR contract to be made.

Clause 7 – Payment Terms

7.1. The agreed price will become payable upon the UIRR contract entering into force, unless the contract partners have entered into a written agreement varying the terms of payment.
7.2. A payment period may be granted to the customer if he has paid a bank deposit or has supplied some other form of guarantee acceptable to the UIRR company. The UIRR company will determine the amount of the deposit, in accordance with the payment period granted and the customer's estimated turnover figure and, if necessary, the amount will be adjusted subsequently. Any delay in payment will result in the forfeit of the agreed terms, and all sums due will become payable immediately, including interest for delay as provided by the legislation of the State in which the UIRR company entitled to make the demand is situated.
7.3. Non-payment of the sums due by the customer and offsetting by the latter of any debt on which he may rely, are excluded, except in the event that there is a debt which is established either by a final Court judgment, after all possible routes of appeal have been exhausted, or which is expressly acknowledged by the UIRR company.
7.4. The UIRR company's lien on the cargo is based on the national laws applicable by virtue of Clause 10.3.
7.5. The UIRR Company is entiled to purchase services from third parties in his own name/on its own behalf, with the aim to fulfill the orders of the Customer or of its repsesentative. The services will be reinvoiced wholly or partly but in unchanged form (in accordance with the laws regulating intermediary services), and the fact that intermediary services have been rendered must be indicated on the invoice issued to the Customer.

Clause 8 – Liability of the UIRR company

8.1. The liability of the UIRR company is governed exclusively by the following provisions of this Clause.

8.2. The UIRR company will assume liability, exclusively towards its customer, for any loss or damage to the transport unit or the goods contained therein, and for any damage caused by the loss of documents, except where it is caused by the fault of the customer, by an order given by the customer, by a defect in the transport unit or the goods, or by unavoidable circumstances or consequences which could not be forestalled. Where such loss or damage is partly caused by the conduct or by an error on the part of the customer, or by a defect in the transport unit or the goods, the obligation and the amount of the indemnity payable by the UIRR company will be limited and shared by the customer in proportion to the consequences of the particular circumstances. Liability of the UIRR will take effect on the date of transport by the handover of the transport unit. In the event that the unit is handed over by the customer before the date of transport, liability will not take effect until the date of transport, when the transshipment site opens for business. Liability will end at the same time as the termination of the contract in accordance with Clause 4.1. The UIRR-Company shall not be liable if the railway company performing towing services on behalf of the Customer later qualifies the transport unit as unsuitable for transport.
8.3. Where it is established that the loss or damage occurred between acceptance and delivery of the transport unit by the railway operators concerned, liability of the UIRR company and its limitations will be based on the provisions of the uniform regulations governing contracts for the international transport of goods by rail (“CIM”), which constitute Appendix B to the convention on international rail transport (“COTIF”), in the version current at the time of entry into force of the UIRR contract.
8.4. Outside the period of rail forwarding as provided in clause 8.3, the indemnity payable by the UIRR company for loss or damage to the transport unit and the goods contained therein is limited to 8.33 SDR per kilogram of gross weight lost or damaged. SDR means Special Drawing Rights as defined by the International Monetary Fund. In addition, the indemnity may not exceed 300,000 SDR per transport unit, inclusive of the goods, nor may it exceed 2 million SDR per loss where more than 6 transport units are involved in one and the same loss. In the event that a loss exceeds 2 million SDR, the amount is divided between the customers in proportion to the gross weight of each transport unit, including the goods.
8.5. In the event of the loss of documentation, and indemnity will only be payable in respect of a negligent loss of documents required by the authorities for the various controls, for example, customs, veterinary or phytosanitary documentation, or documents relating to dangerous goods, and which are handed over by the customer to be forwarded together with the transport unit.
8.6. In the event that an indemnity for total or partial loss or damage is payable by the UIRR company, the amount is calculated on the basis of the value of the transport unit and the goods contained therein or the diminution in their value in comparison to the value at the time and place of their handover by the customer.
8.7. Liability for indirect or consequential loss is excluded. Such loss is understood to be, in particular, costs of waiting time and immobilisation of the transport unit and tractor vehicle upon departure and arrival, costs of replacement transport, losses relating to business interruption, the non-use or delayed use of the goods transported, stoppage or delay in production, loss of reputation or market share.
8.8. Only the customer, and not his representative, is entitled to compensation from the UIRR company which entered into the UIRR contract and issued the invoice, and may bring legal action against that company.
8.9. In the event that damage or any other loss occurring between the entry into force and the end of the UIRR contract is likely to give rise to extra-contractual claims against the UIRR company, the exclusions covering liability and limitation of indemnity provided in this Clause 8 will also apply.

Clause 9 – Terms of indemnity
9.1. An indemnity will only be payable if, on the one hand, the loss is notified and, on the other hand, an indemnity is demanded in the form provided below. Otherwise, any action against the UIRR company will be extinguished.
9.2. The notice of loss must provide a sufficiently detailed description of the loss, and must be submitted to the local representative of the UIRR company responsible for the transshipment site or the destination or, in his absence, to the person handing over the transport unit By contrast, the indemnity must be claimed from the UIRR company defined at Clause 1.5.

9.3. In the case of an apparent loss or damage, also where they involve customs seals or other systems of sealing the transport unit, the customer or his representative must give notice of reservations as soon as the unit is handed over to him.
9.4. In the case of non-apparent loss or damage, which is only established after the handover of the transport unit to the customer, the latter or his representative must:
- give notice of reservations immediately upon discovery of the loss or damage, but in any event within 5 days of the arrival of the transport unit.
- allow the loss or damage to be examined immediately.
- confirm the reservations by fax, e-mail, express letter or any other written evidence to be received within the said period of 5 days and immediately afterward by registered letter accompanied by an acknowledgment of receipt.
- keep all proof that the loss or damage occurred between the entry into force and the end of the UIRR contract.

9.5. If the transport unit failed to arrive on the agreed date, the customer must give immediate notification and follow this with a written request for an investigation into the circumstances, unless the reason for the delay is known.
9.6. Losses caused by loss of documentation or other failure to meet the contractual obligations must be notified by the customer at the latest within 5 days of the arrival of the transport unit.
9.7. Where notice is given in accordance with the preceding clause, the local representative of the UIRR company will record the investigations into the extent of the presumed cause of the loss on the pro forma contract or on a separate document which the customer will also be required to sign, and of which he will be given a copy. In the event of a dispute, each party may, at its own expense, make its own investigations by appointing an expert, on either an amicable or a judicial basis.
9.8. Any indemnity must be required by the customer by registered letter accompanied by an acknowledgment of receipt, enclosing documentary evidence. The claim must be made within a period of 8 months from the date of entry into force of the UIRR contract, although this period is reduced to 40 days in cases as provided in Clause 9.6. Representatives as cited in Clause 1.4 may not claim an indemnity in their own names.
9.9. In the event that the customer does not remove the transport unit until after the end of the UIRR contract, as defined in clause 4.1, not only must the notification and the indemnity claim be made in the form and within the time limits provided in this clause, but the customer must also furnish proof that the loss occurred between the entry into force and the end of the UIRR contract.

Clause 10 – Closing provisions

10.1. Any legal actions arising out of the UIRR contract must be brought within a period of one year from the date of entry into force of the contract, unless otherwise provided by applicable national law or international conventions on public order.
10.2. All disputes between the customer and the UIRR company will be exclusively subject to the jurisdiction of the Courts in the place where the head office of the UIRR company is situated, irrespective of the identity of the claimant. However, action against the customer may also be taken in the jurisdiction where his registered office is situated.
10.3. Applicable law is the law of the State in which the UIRR company has its registered office, unless the customer and the UIRR company agree otherwise in writing.
10.4. These General Conditions will enter into force in accordance with the national law applicable as indicated in Clause 10.3, and will replace any previous UIRR General Conditions.
10.5. The UIRR company may set additional special conditions or agree these with the customer. Such special condition may not contradict these General Conditions. The UIRR company may, however, by exemption from paragraph 2 of this Clause, make provisions relating to an extension of the end of the contract or, on certain lines of transport, make exemptions from these General Conditions upon its own responsibility. Such exempting provisions must be lodged with the registered office of the UIRR in Brussels and notified by each UIRR company involved, for example, by way of a reference in the catalogue of prices to the line of transport to which they apply. In addition the UIRR company is authorised to transfer to the customer any claims for indemnity which he may have against a third party responsible for the loss.

10.6. Any waiver by the UIRR company to exercise its rights in a particular case, on either an amicable or a judicial basis, will not constitute a precedent which may prejudice it in other cases, even if the nature of such cases is similar.
10.7. In the event that a clause or sub-clause or any part thereof is unworkable or void, all the other clauses of these General Conditions will remain in force.
10.8. The Parties shall communicate with each other in Hungarian or English, neither Party is obliged to respond to inquiries of the other Party made in other languages.

Trade Compliance
The orderer/customer commits himself to comply with all foreign trade regulations of the countries concerned and the European Union; this relates in particular to the import and export of items that require authorisation including so-called dual-use items (economic assets which can be used for both civil and military purposes). The orderer/customer must inform us in writing and in due time about any and all orders, prohibitions and restrictions with regard to the items to be sent. The orderer/customer will indemnify us and hold us harmless for any damages resulting from non-compliance with foreign trade regulations. Moreover, the orderer/customer is responsible for checking the names and addresses against the anti-terrorism lists issued by certain institutions.