

ANNEX D

GENERAL PROVISIONS REGARDING SHUNTING AND SWITCHING SERVICES OF RAILWAY CARRIAGE (S).

These general provisions (hereinafter referred to as “Annex D”) is regarded as an integral part of the general conditions for terminal handling and storage drafted by the Swedish International Freight Association which shall be regarded as applicable on all parts of this Annex D as if repeated in full herein. This Annex D will enter into force as of 2013-10-01 (October 1st, 2013) and will remain valid and effective unless so duly notified

In the even the Swedish International Freight Associations general conditions for terminal handling and storage should be terminated, altered or amended, this Annex D will automatically be considered so terminated , altered or amended.

1. GENERAL PROVISIONS

- 1.1 This Annex D shall apply to agreements for shunting and switching services in connection with shunting of railway vehicles for railway carriage of goods (intermodal load carriers or units) and/or passengers and luggage performed by a terminal operator, harbor terminal or other such operator (“operator”) for the account of the principal (“customer”).
- 1.2 The operator undertakes to handle the railway carriages irrespectively of intended use in an appropriate manner in the intended terminal.
- ‘Terminal’ is intended to mean a place and location for re-loading.
- 1.3 This Annex D shall be applicable subject to mandatory national law, international conventions or rules and regulations in force having precedence. The parties may agree on other terms and conditions which may wholly or in part supplement or replace this Annex D.

2. SERVICES INCLUDED

- 2.1 The operator and the customer agree on the following services which may be included in the shunting arrangement if defined in a special shunting agreement
- Removal and relocation of railway vehicles upon arrival or departure
 - Security and safety (visual check)
 - Removal of damaged railway vehicles to separate repair area
 - Visual check of cargo load (securing and alignment)
 - Testing of brakes
 - Connection of railway engine upon departure
 - Report of train configuration to the management or traffic planning control center of customer
 - Train configuration report to driver (train)
 - Shunting of railway carriages which arrives in incorrect configuration, Mondays to Thursdays during normal working hours (not exceeding 1400hrs local time)
- 2.2 In addition to the above mentioned additional supplementary add-on services may be agreed upon in exchange for remuneration and in each separate case after special

agreement in accordance with for the operator at each time valid tariffs and separate conditions in force.

3. LIABILITY

The operator will only assume liability and responsibility for these shunting services on the explicit condition that these have been agreed upon and remuneration has been made in full by the customer to the operator.

In the event damage is caused to a railway carriage intended to carry cargo or goods (load carrier or unit) or goods inside such a railway carriage (load carrier or unit), the operator shall only be responsible and liable subject to the limitations under article 4 below

In the event damage is caused to a railway carriage intended to carry passengers, or physical damage to passengers or luggage inside such a railway carriage the operator shall only be responsible and liable subject to the limitations under article 4 below

In no event shall the operator be held liable for any non-bodily injury such as but not limited to mental injury to any passenger, staff or third party and the customer shall indemnify the operator in full for any such claims and hold the operator free and harmless to the fullest extent possible under any applicable law or legal instrument.

Furthermore no claims for consequential, incidental, special or non-compensatory damages may be directed or lodged in any way towards or against the operator regardless of such damage is made in relation or connection to the transport of empty railway carriages, railway carriages transporting cargo or goods or railway carriages transporting passengers and/or luggage.

4. LIMITS OF LIABILITY OF THE OPERATOR

- 4.1 The liability of the operator for damage to or loss of railway carriage of goods (load carrier or unit) or railway carriage for passenger transport is limited to an amount not exceeding SDR 5 000 per railway carriage irrespectively if such railway carriage is intended to carry goods (load carrier or unit) or passengers and furthermore regardless of the circumstances. With regards to several damages to railway carriages occurring at the same time the total liability of the operator is limited to and shall not exceed SDR 50 000 any one occurrence
- 4.2 For damage to goods contained inside a railway carriage for purposes of the transportation of goods (load carrier or unit), the operators liability shall not exceed SDR 2 per kilogram affected or damaged, and in any case such liability for damage to cargo or goods shall in no event exceed SDR 2000 per railway carriage (load carrier or unit) and in the event of several damages to railway carriages of goods occurring at the same time, such liability of the operator shall furthermore be limited to and shall not exceed SDR 20 000 any one occurrence
- 4.3 The operator shall not be liable for any physical damage or bodily injury caused to or suffered by passengers during the performance or non-performance of services agreed upon or while the railway carriage is in the care, control or custody of the operator or any sub-contractor, agent or representative of the operator.

The above mentioned under article 4.3 shall be deemed to apply irrespectively of how such damage or injury is caused.

- 4.4 For damage to luggage of passengers travelling on a railway carriage which is damaged during any service, performance or non-performance of the operator, the liability of the operator shall be limited to SDR 2 per kilogram affected or damaged.
- 4.5 For delay in delivery of railway carriage intended to carry goods or cargo (load carrier or unit) the liability of the operator is limited to the contract fee as specified in the agreement or offer.
- 4.6 The operator shall not be liable for any damages due to delay of passengers or of their luggage howsoever caused by or during the services agreed upon, or any performance or non-performance thereof.
- 4.7 Under no circumstances shall the liability of the operator exceed that which is laid down in this Annex D regardless of how such damage is caused unless such damage was caused by the intent of the operator to cause such damage.
- 4.8 The liabilities and responsibilities of the operator is further regulated in the general conditions of terminal handling and storage (2011) of the Swedish International Freight Association attached to this Annex D
- 4.9 Notwithstanding article 4.8 above, the limits of liability under article 5.3, sub-paragraph 2 of the general conditions of terminal handling and storage (2011) of the Swedish International Freight Association shall not be deemed applicable under this Annex D and shall be considered amended and replaced by article 4.2 of this Annex D. This will not affect the applicability of sub-paragraphs 1 and 3 of article 5.3 of the general conditions of terminal handling and storage (2011) of the Swedish International Freight Association
- 4.10 Notwithstanding article 4.8 above, article 5.5 of the general conditions of terminal handling and storage (2011) of the Swedish International Freight Association shall not be deemed applicable under this Annex D

5. REMARKS

- 5.1 Remarks regarding damage shall, in order to be legally justified against the operator, be made in writing by the customer upon pick-up or delivery through a duly notation on documents or receipts of pick-up, collection or delivery. Failing this the railway carriage, unit or load carrier shall be presumed undamaged and intact upon receipt or delivery and equally presumptions shall be made of goods, passengers or luggage carried onboard or within such railway carriage.