

# General shipping conditions of EP Cargo a.s. defining rail shipment procedures (EPC)

## GSC

### Article I

#### Scope of applicability

1. The general shipping conditions of EPC regulate relations between customers and EP Cargo a.s. (EPC) and focus on transport and shipping services provided by EPC.
2. EPC operates as a railway carrier in the Czech Republic, Slovak Republic, Poland and Hungary.
3. Domestic shipments provided by EPC are subject to the laws of the country where the shipment is being currently made, even if the shipment exits and re-enters a neighbouring country.
4. GSC shall also apply to international shipments provided by EPC or by an authorized partner of EPC handling international freight transport.
5. Shipments are subject exclusively to currently valid international regulations. Liability for shipment is based mainly on the Uniform Rules Concerning the Contract for the International Carriage of Goods by Rail - CIM (Annex B attached to the COTIF Convention). Generally valid legal regulations of the Czech Republic are used as a supporting regulation.
6. In addition to GSC and CIM, the following and currently valid regulations apply as well:
  - a) Terms of delivery (Incoterms);
  - b) UIC loading guidelines;
  - c) International Carriage of Dangerous Goods by Rail - RID;
  - d) General agreement on the use of VSP / AVV freight cars;
  - e) customs regulations;
  - f) other regulations agreed on the basis of the concluded shipping contract.
7. The GSC version valid at the time when the shipping contract is concluded shall apply to individual shipments.
8. A shipping contract refers to: Shipping order, Order to carry out shipment, Shipping contract, One-off order.
9. The general terms and conditions of the customer shall apply only if the parties agree so in writing.

### Article II

#### Shipping contract and contract of carriage

1. The basis for the services provided by EPC and by its authorized partners is a shipping contract concluded with the customer in writing and signed by all parties involved. This contract contains basic information about the services needed to conclude the required contract of carriage. Should the shipping contract confirmed by both parties not be concluded, the contract of carriage confirmed by EPC shall be binding for both parties. The contract of carriage confirms the shipment between the designated railway stations under pre-determined conditions.
2. The contract of carriage is concluded when the customer sends a shipping order to EPC in the manner specified in the shipping contract, EPC confirms the order and the shipment is handed over at the acceptance site, unless otherwise stipulated in the shipping contract.
3. The contract of carriage is terminated when the consignment is delivered to the recipient at the agreed handover site and when the recipient, or a third party, accepts the shipment, unless otherwise stipulated in the contract. Should the recipient fail to accept the goods immediately and without undue delay, the customer shall send EPC instructions specifying how to proceed. EPC shall invoice the customer for any additional costs incurred due to the refusal to accept the shipment.

4. The contract of carriage may be amended by subsequent instructions in accordance with the applicable laws and regulations. A fee is charged for changes made to the contract of carriage. Instructions for amending the contract of carriage must be submitted to EPC in written or electronic form.
5. EPC reserves the right to subcontract the shipment to a third party/subcontractor.

### Article III

#### Shipping order

1. The shipping order and its form shall be defined in the shipping contract. The order must contain all information which is necessary to perform the shipping in accordance with the applicable regulations and must be sent to EPC.
2. EPC shall confirm the shipping order.
3. EPC is not obliged to check the correctness of the declared shipment.
4. EPC reserves the right to refuse to perform the shipment - based on available capacities.
5. EPC reserves the right to refuse the shipment due to the fact that the route calculated for the shipment will not be passable or available due to closures, natural disasters or other external influences.

### Article IV

#### Railway cars and loading units, shipment loading and unloading process

1. The ordering process for railway cars or loading units is defined in the shipping contract.
2. In the event that the shipping contract specifies the provision of freight cars or loading units belonging to EPC, the free loading time shall begin at the moment the cars or loading units are ready and parked for loading, even if the loading process has not begun.
3. Before loading, the customer shall check the condition of the cars and loading units, as well as their suitability for the given shipment and the presence of any visible defects. Should the customer discover any non-compliance or defect, the customer shall inform EPC immediately.
4. The customer is responsible for inspecting the cars and for making sure that the freight cars and loading units have been completely unloaded and cleaned as required by applicable regulations and that all detachable components are present on the freight car. Freight cars and loading units must be returned to the agreed location without undue delay. In the event of non-compliance, EPC shall invoice the customer for all costs incurred due to such non-compliance.
5. The recipient is obliged to notify EPC about the completion of the loading and unloading process without undue delay.
6. The sender is responsible for the placement of the shipment on freight cars and on loading units, until the shipment is completed.
7. Should the relevant freight cars or loading units for the given shipment be provided by the customer or a third party designated by the customer, the customer will be invoiced for any additional costs associated with any repair of the freight car or with the inability to use the freight car for the shipment due to technical defects or damage not caused by EPC.
8. EPC is not responsible for the loading or unloading of the shipment, unless otherwise agreed in the shipping contract.

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9. Should the loading or unloading time be exceeded, the customer will be charged a downtime (idle) fee, which is defined in the shipping contract.
10. If the recipient, sender, or a third party designated by the customer is unable to accept the shipment directly and without undue delay, the customer will be charged for any additional incurred costs.
11. Should the loading or unloading process contaminate the loading or unloading area, it must be cleaned immediately after the loading or unloading process is completed by the entity which performed the loading/unloading process. The customer is responsible for making sure that the above is complied with. It is strictly forbidden to leave any cargo items on the tracks or on the loading (unloading) area. If the cleaning is provided by EPC or by a third party, the costs incurred will be billed (re-invoiced) to the customer.
12. The customer is responsible for making sure that the sender or the loading party ensures proper packaging of the shipment to protect the shipment against partial or complete destruction during loading, transport or unloading
13. EPC reserves the right to inspect the shipment or car for damage at any time during loading, transport, or unloading
14. The customer is responsible for damage occurred to the cars caused by loading or unloading and also for loss of detachable parts of cars caused by loading or unloading.
15. Any damage to the shipment or to the car, or loss of detachable parts, must be reported immediately to EPC.
16. EPC reserves the right to check the suitability and cleanliness of the loading or unloading location.

### Article V

#### Invoicing and payments

1. Invoices are due within the deadline agreed in the shipping contract. Should the due date be exceeded, statutory late interest shall apply.
2. Payment of the invoice shall be regarded as properly executed when the amount is credited to the account of EPC.
3. EPC may require a prepayment or similar action, such as a bank guarantee.

### Article VI

#### Liability

1. EPC is responsible for shipments as defined in the applicable legislation, in particular in the COTIF Convention and CIM Connection. Certain shipping or transport restrictions in terms of goods liabilities may be agreed in the shipping contract, particularly for difficult transports or goods that involve special risks.
2. The customer shall be responsible for its own mistakes and for mistakes made by its representatives or third parties appointed by the customer, in particular for all consequences of defective packaging and loading, for inaccurate or incorrect or missing information in the shipping order, bill of lading or in the relevant customs forms.
3. The customer is responsible for all additional costs that were not defined in the shipping contract, especially in the "Price includes" section.
4. The customer is liable for any damage of freight cars, loading units and loading equipment caused by the customer or by a third party designated by the customer.

5. Unless otherwise agreed in the shipping contract, the waiting time reserved for the handover of the shipment over to a third party, or for the acceptance and handover of the goods to a third party designated by the customer (e.g. another railway carrier at a border station) shall not exceed 3 hours after the agreed handover time. Should this three-hour period be exceeded, the incurred costs, including the downtime (idle time) and waiting time of freight cars and loading units, providing that it applies to an extended stay or time for the loading or unloading agreed in the contract of carriage, shall be invoiced by EPC.

### Article VII

#### Disputes, jurisdiction

1. The contractual relationship between the customer and EPC is governed by Czech law and / or by the applicable and binding international law.
2. The only applicable court authorized to solve any disputes arising from the contractual relationship shall be the competent court designated by EPC based on the registered address of EPC.

### Article VIII

#### Cancellation policy

Should the customer cancel a confirmed order, the following conditions shall apply:

- if the cancellation request arrives less than 48 hours before the scheduled shipment time/departure time of the train, the customer shall pay a cancellation fee equal to 50% of the total price of the shipment;
- if the cancellation request arrives less than 48 hours before the scheduled departure time of an empty train that has been set for loading, and if EPC provides freight cars or loading mechanism for the given transport, the customer shall pay a cancellation fee equal to 50% of the total price of the shipment;
- a postponement of train services will be regarded as a cancellation of the shipment.

### Article IX

#### Extra costs

1. Locomotive and staff waiting time: 130.00 EUR excl. VAT/per each commenced hour of wait.
2. Extension of train shunting for loading / unloading organized by EPC: 1,650.00 EUR excl. VAT/per each commenced 12-hour period of shunting.
3. Train stoppage wait time: 600 EUR excl. VAT + the cost for new arrival of the locomotive.
4. Removal of a freight car from the train: 160.00 EUR/per each commenced hour of shunting + additional costs for the freight car parking.
5. Issuance of CIM, CIT documents: 20 EUR/document.

### Article X

#### Final provisions

1. The conditions agreed by the contracting parties in the shipping contract are binding for both participants and/or the recipient.
2. Should certain cases be addressed differently in the shipping contract than specified in these GSC, then the relevant provisions defined in the shipping contract shall be binding for both parties.

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3. The GSC are published on the EPC website.
4. EPC reserves the right to amend these GSC..
5. Should these GSC-EPC be changed during the performance of the shipping contract, this contract shall only be affected by the change if the change is defined in an annex attached to the contract.
6. The parties involved in the shipping contract undertake to keep all data, documents and information shared between them in connection with the conclusion of the shipping contract confidential, and not to provide them to any third parties.
7. Any agreements between EPC and the customer which may be in conflict with the shipping contract, the GSC or in conflict with applicable binding regulations, shall be deemed invalid.